REVOCABLE PERMIT AGREEMENT

BETWEEN

TOWN OF OAK CREEK

AND

CLAIRE SCANLON

This **Revocable Permit** ("Permit") aka "Contract" is entered into this ____ day of March, 2024 by and between the Town of Oak Creek, Colorado ("Town") as owner of 101 and 103 E. Main Street, Oak Creek, Colorado, also known as LOT's 15 & 16 BLK 2 ORIGINAL TOWN OF OC ("Town Property"), also known as the Main Street park and Claire Scanlon ("Permittee") as Owners of Mica Gardenscapes for seasonal use of a portion of these properties as described herein, including the attachments hereto, and referred herein as "Permitted space".

Compensation: Mica Gardenscapes will build, and will fill with planting materials and soil, seven new planters, including three large planters, two medium planters and two small planters valued at an estimated cost of $1,600, inclusive of planting materials and soil. Mica Gardenscapes will purchase seven new planters for outdoor use at a cost of $960. Mica Gardenscapes shall donate these seven planters, planting materials and soil to the Town in lieu of compensation. Mica Gardenscapes will maintain these seven planters from late May through the end of September, or when frost arrives, whichever is first at the end of the growing season. Mica Gardenscapes will build and maintain small pots for each of the picnic tables located in this park for an estimated value of $1,000. Maintenance will include watering, fertilizing, deadheading and refilling the planters with plants seasonally. Mica Gardenscapes will complete trash pick-up and ensure there is no debris or litter by cleaning up the entire park site each business day and will control any noxious weeds growing in the entire park. These maintenance services are valued at approximately $1,000. Additional compensation may be considered by the parties annually.

Deposit: the Permittee(s) shall provide a cash deposit to the Town in the amount of $250.00 that the Town will use to clean-up the Permitted space and property nearby or adjacent to the Permitted space; to remove equipment, remove structures and remove any property of the Permittee(s), Permittee employees, or any person or business associated with the Permittee, upon ten (ten) days written notice to the Permittee. Town will use deposit to remove rubbish, litter and debris from the Permitted space and property nearby or adjacent to the Permitted space.

Use: The Town hereby grants a revocable permit to the Permittee for seasonal use of each year this revocable permit is valid, to use a portion of the above described property and as shown on a site plan "Attachment A" to this Permit, herein this Permit referred to as "Permitted space"), located at 101 and 103 E. Main Street, for the purposes stated in the Permittee's *Mica*

Gardenscapes Proposal, as delineated in the attached Attachment B and as stated herein. By virtue of this Permit, the Permittee shall be permitted to use Permitted space of the Main Street Park shown on said Attachment A, seasonally and subject to the terms and conditions of this Permit. Permittee shall not obstruct Town snow storage use or Town events in any way. Permittee shall abide by the Municipal Codes.

Liability and Insurance: The Permittee shall be responsible for the maintenance and site maintenance services as described in Attachment B of the Permitted space. To the fullest extent permitted by law, and this Contract, the Permittee agrees to indemnify and hold harmless the Town of Oak Creek, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Permittee or any subcontractor of the Permittee, or any officer, employee, or agent of the Permittee or any subcontractor, or any other person for whom Permittee is responsible. The Permittee shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Permittee's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

Permittee shall furnish the Town a certificate of insurance evidencing liability insurance concerning the Permitted space and associated premises with minimum limits of $1,000,000, including the Town, its officers and its employees, as primary, non-contributory additional insureds, and provide that said insurance may not be cancelled except upon no less than thirty (30) days written notice to the Town.

Term: This Permit shall be issued for a term beginning no sooner than date first noted above and shall be effective until revoked or until such use of the Permitted space for the purposes herein ceases for a period of six months whichever occurs first. This Permit is revocable by the Town of Oak Creek's Board of Trustees at its pleasure with written notice to the Permittee.

The Permittee hereby acknowledges that the Permitted space use is revocable by the Town Board. Permittee further covenants and agrees that upon the withdrawal or revocation of the Permit at the pleasure of the Board of Trustees that they will remove anything not owned by the Town of Oak Creek and restore the Town property to the condition it was previous to the granting of this Permit including, and not limited to, removal of any and all structures, fixtures, equipment and commercial property not owned by the Town but lying within, nearby and/or adjacent to the Permitted space.

TOWN OF OAK CREEK, COLORADO

_____

Nikki Knoebel, Mayor

Attest:

_____

David Torgler, Town Administrator/Clerk

PERMITTEE(S)

_____

Claire Scanlon, Owner of Mica Gardenscapes

STATE OF COLORADO)
)ss
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Claire Scanlon.

(SEAL)

_____

Notary Public

STATE OF COLORADO)
)ss
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Nikki Knoebel.

(SEAL)

_____

Notary Public

Attachment A

MICA GARDENSCAPES

Renewal of Revocable Use Permit

- Narrative/Compensation
- Use Diagram
- 2024 Additions

MICA GARDENSCAPES

Mica Gardenscapes Proposal

Who Mica Gardenscapes is: I (Claire Scanlon) am theowner of Mica Gardenscapes, I am a member of the Oak Creek community. I earned a degree in Environmental Design from CU Boulder, and have been working in various aspects of the landscape industry since 2014. In 2021, I started a gardening services company, Mica Gardenscapes. We operated a retail garden center during the summer of 2022 and 2023, and a pumpkin patch in each fall. This was granted through a revocable use permit that I am here to renew.

We plan to grow upon the past two seasons, listening to feedback on plant selections and continuing to offer veggies, herbs and native plants that attract pollinators, lower water use and reduce invasive weeds in their gardens.

Season Recaps:

Hosted Yampa Valley Sustainability council in June, with an opportunity for education on native plants. This partnership is continued and we hope to bring more events and educational series to Oak Creek.
Hosted Oaktoberfest, a fall festival with family fun + games. The second year was even more successful than the first - over 50 kids stopped by and through 'ticket' sales, we raised $600 for our local youth programs. We hope this becomes a bigger staple in the community as a family-friendly activity.
Participated in the weekly Farmers Markets, we will be more active in the planning process so the market can continue to give opportunities to other local businesses.
Provided and maintained several large annual pots, as well as small ones enhancing the picnic tables.

What Mica Gardenscapes' goals are:

Grow my company here in Oak Creek.
Keep an amenity that is important to the town - the ability to purchase plants locally.
Being a resource for my neighbors.
Maintain partnership with Yampa Valley Sustainability Council - working with them to host educational opportunities.
Provide native plants, pollinator attractants and low water plants as well as soil mixtures that improve our communities landscapes.
Help support the Sorroco school Ag program through partnership with plant purchasing.
Embed the town park as an essential function of Main Street: work together with neighboring businesses to attract people to stop in town to eat and shop.
Create opportunities for seasonal employment and flexible work for members of our community.

Summary of Mica Gardenscapes' Responsibilities & Contributions to the Town of Oak Creek:

Provide and maintain enhancements to the park, including planters.
Clean up any trash/litter/debris during the operating season.
Provide any water needed for operations.
Provide any power needed for operations.
Provide trash service needed for operations.

Allow access for snow storage as needed, without impeding snow storage operations..
Ensure that as the company grows, so will its contribution to the Town of Oak Creek.

Expected timeline of use:

Early May-begin setting up
Mothers Day - soft opening, small amount of annuals and baskets available for sale
Memorial Day- official opening (weather dependent)
June-September - annual and perennial sales, shade structure added over perennials.
Early September- final plant sales
End of September/ Early October- Fall seasonal sales of pumpkins and pumpkin patch. Hosting of Oaktoberfest - fundraiser for local youth programs and a fun event for families.
November - minimal use for sales, tear down of any remaining displays, make sure all is clean and in order to allow for winter use of park.

MICA
GARDENSCAPES

Fair Compensation

All maintenance and enhancements would be done with the goal of creating a more usable space, not just for the retail plant tent, but for town and community use.
The value assigned to these services in estimates are based on current rates for garden maintenance and cost of materials. Because of the nature of this revocable use permit, this plan may be subject to change in future seasons, with respect to the growth of sales and needs of the town.

As compensation for using a portion of a Town Park for a retail garden tent, Mica Gardenscapes would provide the following services to the Town of Oak Creek, at no cost to the town:

Enhancements of the Town Park:

Mica Gardenscapes will build and maintain (7) planters: (3) large planters, (2) medium planters and (2) small planters. These will be placed in ideal locations in the park. This service + plant materials + water cost is valued at$1,600.

Mica Gardenscapes will build and maintain small pots for each of the picnic tables located in town park. This service + plant materials + water cost is valued at$1,000.

Mica Gardenscapes has covered the initial investment to purchase the (7) new planters and (8) small pots suitable for outdoor use that cost approx$960. This is a one time cost in addition to the above service cost.

Maintenance of the Town Park:

Mica Gardenscapes will complete daily trash pick up and ensure there is no debris or litter and control of any noxious weeds growing in the park. This maintenance would include both the space being used by Mica Gardenscapes (as defined in revocable use permit) and the space reserved for use by the town.

Other Contributions:

We remit sales tax to the Town of Oak Creek that otherwise would not be generated by us, as most of our service clients are located in Steamboat. This is a way for us to directly contribute to the economy in Oak Creek.

Notes on Town Park Improvement

I am open to discussion of participation in town park improvements, and doing so at a lower-than-market rate as part of our contribution. I would suggest to scrape the back area down a few inches and lay down road-grade weed barrier before refilling with crusher fines and gravel. Gravel is the best material for the back area due to snow storage use. If the town would like to have a grassy area, some irrigation would be needed, but I would suggest using native seeds and clover mixes that would withstand drought, foot traffic and minimal maintenance. Should the town want to plant a 'Christmas' tree, the grassy area would be the ideal location, and with irrigation being added, a few smaller shrubs could be supported and add shade/visual appeal. A separation of grass/gravel could be done with railroad ties and planters. A gazebo instead of a stage (as has been suggested) would provide an area for small performances as well as a shaded area and would be a more usable space. If the town would like to discuss improvements and expand on these ideas, it would not be a part of my permit, though the future maintenance after said improvements could shift.

Additions for 2024

Planned additions for 2024 Include:
(2) Small Coldframe Greenhouses for Houseplants + Herbs
(1) Small Shed for storage

Attachment B

Use Diagram

- Tent/Shade Structure & Displays
- Temporary Storage Shed
- Pallet & Waste Storage
- Checkout Area
- Planters
- Picnic Tables
- Signage Locations

MICA GARDENSCAPES