

Kingfield's Pleasant Community Garden Rules 2013

Kingfield's Pleasant Community Garden is located at the northern end of 3754 Pleasant Avenue South and is operated collectively by its gardeners in collaboration with the Kingfield Neighborhood Association, the Garden's Administrator, on land leased from the Center for Performing Arts (Property Owner or CFPA). Our continued use of this land depends on maintaining good relationships with the Property Owner and the surrounding neighborhood. We must all respect the interests of our fellow gardeners and the community that we share our gardening space with. To promote this and to ensure that the needs of the Garden and the requirements of our lease, our insurance policy, and relevant Minneapolis city ordinances are met, the Kingfield Neighborhood Association requires all gardeners to agree to and abide by these rules.

DEFINITIONS

Personal Plot: An approximate 5x10 growing space, leased to one person or family unit for one growing season. The Pleasant Community Garden reserves 20% of the personal plots for CFPA tenant applications received by the due date; the remaining personal plots are open to any Kingfield resident. Persons not in these preferred categories may apply for a personal plot but will be placed in a second round lottery, if one is necessary. All returning gardeners will have first rights to a 5 x10 plot (guaranteed return) which will be redistributed by lottery. Additional plots will be distributed by a lottery following a separate application process. If extra 5x10 plots are still available, those who want a full plot will be assigned to them by lottery; there is an additional fee of an equal price to the annual fee.

Private Garden: The shared working space and private plots of the community garden (see Site Plan attachment). **Plot #10 will be treated as a 5x10 plot; all other defined spaces are equal to two (2) plots.**

Common Garden: Includes the non-exclusive use of the land included in the Pleasant Community Garden Lease but outside of the Private Garden (see attachment) which is maintained by the Garden Group exclusive of grass (see Site Plan attachment).

Common Area: Includes the non-exclusive use of the grassy areas and paths, and parking lot (for refuse disposal not for parking), the exterior areas of the Property (the "**Common Areas**") which are maintained by the Property Owner.

Property Owner: The person who owns the land, in this case Jackie Hayes of the Center for Performing Arts.

Garden's Administrator: KFNA will serve as the Kingfield community garden's fiscal agent, lease holder, and liaison to the Property Owner.

Garden Group: The gardeners with private plots and supporting gardeners each year at one site.

Garden Coordinator: A volunteer that agrees to act as the manager of the garden in exchange for a Private Plot. Tasks will include:

- Coordinating Pleasant Community Garden Work Days and Task Assignments.
- Coordinating communication to neighbors, as needed, for events.
- Communications to Personal Plot Holders.
- Liaison to Garden's Administrator.
- Year-end inspection of Personal Plots and Public Space Garden.
- Any other tasks that are mutually agreed on during the course of the season.

RULES

Application and Fee: All interested gardeners must submit a completed, signed application and full fees prior to the deadline established by KFNA. The cost for a 5x10 personal plot for the 2013 season for returning gardeners is \$30, and \$40 for those gardeners new to Pleasant Community Garden; \$10 of this will be returned at the end of the season after approved inspection by the Garden Coordinator of the final clean-up of the personal plot has occurred. Gardeners are always welcome to donate their \$10 reimbursement to KFNA, which will be used towards the community gardens in the coming year. Applicants not selected will have their application fee returned. **Those selected will be required to attend (or send a representative) a Garden Organizing Meeting. Non-attendance will be grounds**

for immediate forfeiture of a personal plot and it will be given to another authorized gardener in attendance at the meeting.

Service Commitment: Each gardener is required to **perform a minimum of 1 hour per month** service to the Common Garden as well as participate in **pre- and post- season cleanup commitments.**

Contact Information: Make sure the Garden Committee always has your current address, a contact phone number, and e-mail address. This information will be posted in the storage shed.

Transferability: You may not transfer or sublet your plot. The Pleasant Community Garden Group may, upon formal written request, choose to approve a partial-year leave of absence in case of an emergency. If approved, you must provide contact information for a substitute to maintain your plot and manage issues regarding your plot if this situation arises. In this situation you have the right to retain your garden plot for the following year. The person who took over maintenance of your plot has no rights to your plot or any other plot the following year.

Planting/Cleanup Deadlines: You may work your soil and start planting as soon as your plot is assigned to you. You **MUST** clean up and plant your plot by the **May 31** planting deadline. Any plot not prepared and planted by that date is considered abandoned and will be reassigned immediately, with no refund provided. Remove dead plants and temporary structures by the **October 31** fall cleanup deadline or you will forfeit your \$10 plot reimbursement fee.

Use of Chemicals: This is a pesticide and herbicide free garden. You agree never to use unapproved and unnatural pesticides or herbicides in the garden. (Note: A list of approved products will be developed in the future). Use of any chemicals other than approved ones is a violation of the lease and is grounds for immediate forfeiture of privileges and your plot with no refund.

Permanent vs. Temporary Site Improvements: Permanent Site Improvements are those that are immovable due to weight or construction or by attachment to Property Owners property including fencing, building, trees, and ground. Temporary Site Improvements are movable, lightweight, or seasonal structures. Permanent Site Improvements must be agreed upon by the garden group and presented to Garden's Administrator, who will present the plan to the Property Owner for approval or denial. Temporary Site Improvements can be installed at will, but if a concern is raised to the Garden Coordinator, the Garden Group will discuss the issue and determine a resolution.

Use of Common Areas: The Pleasant Garden will be open from 8 AM-9 PM every day. Common Areas and the Private Garden may be used by individual gardeners during these working hours. To hold a work or social event at the garden a request must be made to the Garden's Administrator who will submit a request to the Property Owner.

Parking: Parking is allowed on the street or in the parking lot of Lake Country School after 6 PM on school days or on weekends. Parking is not permitted in the Center for Performing Arts parking lot behind the building except during the unloading of garden materials or supplies. Your car must be removed immediately upon completion.

Expected Conduct: To retain your gardening privileges and plot, you agree to:

- Act in a manner considerate of the rights, needs, and safety of other gardeners and the community at large and with courtesy toward others.
- Tend your plot regularly to control garden-variety weeds and provide an attractive, cared-for-appearance, keeping all plantings within your plot boundaries. In-plot compost bins are not allowed; compost facilities are provided and maintained by the Garden Group on site. If a plot is consistently or excessively weedy, untended, or filled with debris or contain weeds taller than 8" consequences of rule violations procedures will be initiated. Any plot with numerous weeds 2' or taller or that shows no obvious maintenance for 3 weeks will be presumed abandoned and is subject to **immediate forfeiture** without refund or notice.
- Maintain the path around your plot regularly. Paths must be kept free of rocks, weeds, and all obstacles, including encroaching or overhanging plants. Approved methods of maintaining public paths are (1) weeding, and (2) mulching with wood chips over landscape fabric. Carpeting, roofing materials, plastic, and other inorganic materials are prohibited.

- Keep your plot free of trees; in-plot trellises are not allowed. If an adjacent plot's gardener complains of excessive shading by anything on your plot, you must come to an agreement or remove it. If the concern is raised to the Garden Coordinator by either Gardener, the Garden Group will discuss the issue and determine a resolution.
- Any noxious weeds as defined by the United States Department of Agriculture (details found at <http://plants.usda.gov/java/noxious?rptType=State&statefips=27>) are not allowed to be planted. Planting of illegal materials is also forbidden.
- Pick and remove your ripe produce promptly to avoid encouraging theft. Overripe or diseased fruit can be removed by any gardener and disposed of properly. Please leave a message for the offending Personal Plot holder so they are aware of this action in their Personal Plot.
- Respect the property. Put compostable materials **only** in the compost area west on the site. **Never** dump debris or garden materials anywhere else on the property; waste (excluding organic matter and construction material) may be disposed of in the dumpster near the 38th Street alley entrance. Do not use motorized vehicles in the garden area.
- Respect the Garden's property and assets. Use equipment and tools owned in common responsibly and treat them with care. Return them to the shed promptly and store them neatly and securely for the safety and convenience of fellow gardeners.
- Do not enter others' plots except with permission or on garden business, nor allow pets or unsupervised children to do so.
- Keep dogs leashed and under your control at all times, and always clean up after them. Dogs are only allowed in the Common Garden and Common Area.

RULES VIOLATIONS

Rule Violation Procedures: The cooperation of **all** gardeners is needed to ensure that the Pleasant Community Garden runs smoothly and that we can maintain our obligations to our leaseholder and neighbors. If a Gardener or Visitor violates the Garden Rules, all Gardeners have the right to inform others of the agreed upon rules. If a violation is noted, the Garden Coordinator sends the primary plot holder a **first notice** by mail or e-mail, indicating the problem and the deadline for correction which is 10 days from the postmark date. If the problem is not corrected by the first-notice deadline, the Garden's Administrator issues a **second and final notice** by mail or e-mail. It restates the problem and indicates both the deadline for correction (10 days from its postmark date) and that the consequence of failing to correct the problem is **immediate plot forfeiture**.

Consequences of Rule Violations: You will be notified that you have forfeited your plot if you:

- Do not pay for or plant your plot on time.
- Use chemicals on the property.
- Abandon your plot.
- Transfer or sublet your plot without permission.
- Fail to remedy any violation by the deadline in a second notice
- Exhibit a pattern of behavior that shows disregard for the Garden's rules, such as chronic or repeated rule violations.

See also:

Pleasant Garden Site Plan

Gardener Agreement 2013

Application 2013

Kingfield-Community-Garden Facebook page

www.Kingfield.org