

CITY OF ROBBINSDALE

2018 Mielke Park Garden Rental Program Rules

Gardeners can officially garden at the City of Robbinsdale Garden Plots at Mielke Park after reading and signing this agreement, and after the official 2018 garden season opening. Plots are assigned on a priority basis for last year's gardeners and then on a first come/first serve basis. Garden plots are not transferable. Others may garden at your site, but the responsibility for cleanup and other duties will be the responsibility of the individual whose name is assigned to the plot.

It is the responsibility of each gardener to understand and follow these rules, and to take an active role in helping to maintain the area in a safe and neighborhood friendly manner. Wood chips will be provided for gardeners to place along the public pathways dividing the plots. The annual rental fee for each plot for the length of the gardening season is \$15 for Robbinsdale residents and \$35 for non-residents. The actual beginning date will be based on weather and soil conditions. Garden renters will be notified by the City when they can start planting. The end of the season is Monday, November 5, unless as noted below.

I agree to abide by the following rules, terms and conditions:

1. I understand that I am a renter, the City of Robbinsdale is the underlying property owner and I will be subject to the rules and regulations as specified in this document for the duration of the gardening season.
2. I will attend any organizational meetings and assist with keeping the garden area an enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.
3. I understand that email will be the official method of communication between plot renters and City staff during the gardening season. Mailed letters will only be used if a special situation warrants non-electronic communication.
4. **I will respect other gardeners, City staff, work crews, volunteers and park users and I will not use abusive or profane language or discriminate against others.**
5. **I will not engage in any generally accepted offensive, abusive or condescending behavior towards other gardeners, park users, City staff or anyone else on any matters relating to the management of the garden or other City of Robbinsdale policies. Failure to abide by this requirement will result in a warning. A second violation of this requirement will result in termination of my involvement with the garden rental program.**
6. I agree to comply with all federal, state and local laws and regulations.
7. Once I have been assigned a plot, I will cultivate and plant it by June 15th, unless other arrangements have been approved by City staff. My plot cannot be left fallow or unused for any period of 3 weeks or longer.
8. I will maintain my garden within the borders of my plot and also will maintain one foot of the public pathway around my plot (this is half of the 2 ft. wide pathway). This includes maintaining wood chips for the public pathways.
9. If I wish to plant any perennial vegetation such as tulips, other flowering bulbs, asparagus, or herbs, I understand that they will need to be removed from the plot at the end of the season, unless other arrangements have been approved by City staff on an individual basis. I will not deliberately plant any other perennial vegetation (woody or herbaceous) within my garden plot.
10. Any volunteer (i.e. naturally growing) woody plant or shrub found within any plot during the garden rental season will be subject to removal by City staff at any time without prior notice.
11. I will keep my garden as tidy as possible and keep weeds to a minimum in order to reduce production of weed seeds that can spread into other plots. I will let City staff know if I plan to try any experimental methods of gardening such as raised beds, solarizing, straw bales, cover crops, growth of edible but uncommon exotic greens, etc.
12. I will not plant any "experimental" medicinal or illegal plants not generally considered edible such as marijuana, nettles, catnip, etc. The City will eradicate any plants found to be in non-compliance with this rule.
13. I understand that if any State of Minnesota designated noxious weeds are found growing in my plot the City reserves the right to take the necessary steps to eradicate such plants without any prior warning. State prohibited noxious weeds recently found within the garden have included Canada thistle.
14. I will only use approved certified non-chemical pesticides and fertilizers in a way as to not affect other plots.
15. I will keep paths free of rocks, weeds (including ground ivy) and all obstacles, including encroaching or overhanging plants. Wood chips placed between the plots are to be used to mark pathways and not for mulch within garden plots.

16. I will not interfere with any efforts on behalf of City of Robbinsdale staff or work crews to remove any weedy vegetation that conceal the wood chipped pathways, including ground ivy, bindweed, grasses or other plants.
17. I will follow proper disposal of materials and waste, and will use the onsite wooden compost bins for disposing of pulled weeds and other undesirable or non-cultivated vegetation. Composting within plots on a limited scale is allowed assuming it is spread out evenly and intended only for preserving organic matter in the soil.
18. I will not leave any tools at the garden site, and I will pick up any tomato cages or other plant management materials at the end of the season. If any such materials remain after November 5th they will be subject to removal by city staff.
19. I will maintain my garden plot(s) in a clean and orderly manner.
20. Plantings must not unreasonably shade other renter's plots, or conflict in any way with cultivated plants in neighboring plots without notification sent to City staff and approval by any adjacent renter(s) who may be impacted.
21. Pets are not allowed within the garden plots, and children must be actively supervised.
22. I may not transfer or sub-rent my assigned plot, and I will notify City staff in advance if I elect to abandon my plot.
23. I will not steal food, plants or other implements from the City of from other gardener's plots.
24. I will follow any rules associated with the sensible use of the water.
25. I will not modify any existing public infrastructure without explicit permission from City staff (i.e. fence, tables, blue garbage cans, compost bins, park sign, nearby native plants installed by the City, etc.).
26. I will not publish or post any information that represents views that do not necessarily reflect those of the City of Robbinsdale without explicit prior approval from City staff. This may include but is not limited to social media websites such as Facebook, Instagram or Twitter, as well as other forms of written or digital communication.
27. If I see any unsafe conditions or situations that could cause harm or are a nuisance within the confines of the rules, I will report the situation to the City of Robbinsdale. Reports of any nature about the condition of the garden plots submitted by renters are encouraged and they will be kept confidential from other renters and the public.
28. I agree to assume all liability and to indemnify and compensate the City of Robbinsdale for any injury or damage to persons or property in connection with use of the garden by myself or any of my guests.
29. The City of Robbinsdale assumes no liability for accidents or injury to participants or others either on or adjacent to the garden area. The City does not assume responsibility for acts of vandalism or loss of crops or property due to theft or weather conditions.
30. I will have my plots cleaned and cleared by Monday, November 5th. Any vegetation left inside a garden plot after this date will be subject to removal unless other arrangements have been approved by City staff. Additionally, some or all plots may be subject to tillage following this date depending on their condition at the end of the gardening season.
31. Should mild weather occur up to and/or persist beyond November 5th, the City may extend the gardening season to allow for additional harvesting or cleanup activities. Notification of any extension will be communicated to renters no less than one week prior to November 5th.
32. With proper notice, the City of Robbinsdale reserves the right to make any necessary adjustments to the rules or policies governing the program at any time during the gardening season should the need arise.

I understand that if the City becomes aware of any failure to abide by the above rules the following actions will be taken:

- I will be first warned via email and in writing.
- I will have 2 weeks (14 days) to resolve or correct the violation.

If not corrected, I forfeit my opportunity to rent within the garden and to any of the plants growing on my rented plot. I understand that my plot will be reassigned and I will not receive a refund. Any non-cultivated plants become the property of the City. If my plot has not been cleared by November 5th without prior correspondence with City staff, I understand I will lose my priority for future garden plot rentals.

I have read, and understood and accepted these rules, terms and conditions as stated above for participation in the Robbinsdale Garden Plot Rental Program for 2018.

Gardener's

Name:

Signature:

Date:

Reminder: application will not be considered complete until this document is signed, dated and returned with application and payment. Please keep a copy for your records. Thank you.