



**Lenexa Community Garden**  
2016 Membership Rules and Regulations

**GARDENER:**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Mobile: \_\_\_\_\_

\_\_\_\_\_

The purpose of the Community Garden is to provide gardening opportunities for those that may not otherwise be able to garden; and to encourage the sharing of fresh fruits, vegetables and flowers in the community. Assignment of a gardening plot is a privilege, not a right. The City's Community Gardens are located at Sar-Ko-Par Trails Park, Electric Park and Scouting Park.

**Section 1. Annual dues**

- a. The individual identified above ("Gardener") agrees to pay an annual fee of:
  - i. \$40.00 for an approximate 20'x20' plot ("Full Plot");
  - ii. \$20.00 for an approximate 20'x10' plot ("Half Plot"); or
  - iii. \$20.00 for an approximate 5'x20' raised bed ("Raised Bed")
- b. Full Plots, Half Plots and Raised Beds are collectively referred to in this document as "Plot(s)."
- c. Fees must be paid by March 31, 2016 or Plot will be surrendered to next Gardener on waiting list.
- d. Each Gardener must show proof of Lenexa residency by showing a driver's license or current bill with Lenexa address and valid photo identification.

**Section 2. Plot assignment**

- a. Each Gardener will be assigned one (1) Plot.
- b. Subject to Program Coordinator's discretion, returning Gardeners will be assigned the same Plots as the previous year.
- c. Plots cannot be passed on to others by individual Gardeners
- d. Seniority List:
  - i. A list ("Seniority List") is maintained by the Program Coordinator and is arranged in order according to the date on which Gardeners contacted Program Coordinator to be on the waiting list for a community garden plot..
- e. Guidelines for Gardeners requesting to move from a Half Plot to Full Plot.
  - i. Gardener must submit a written request to the Program Coordinator that Gardener would like to be assigned Full Plot.
  - ii. Gardeners must not have received any weed warnings in the year prior to the Full Plot being assigned.
  - iii. Full Plots will only be available if a Gardener currently assigned a Full Plot either reduces their garden size to a Half Plot or abandons their Full Plot.

- iv. Full Plots will be assigned to eligible Gardeners who have requested a Full Plot in order of priority as provided by the Seniority List.
- f. Guidelines for Gardeners wanting to move Plots or Community Gardens
  - i. At the end of a gardening season, returning Gardeners may submit a written request to the Program Coordinator which indicates if they would like to move Plots or switch to a different Community Garden.
  - ii. Plot or Community Garden moves will only be made if spaces are available.
  - iii. Any requested Plot move will be completed in order of priority as provided by the Seniority List.

**Section 3.** Plot Abandonment

- a. A Plot is considered abandoned under the following circumstances:
  - i. Gardener informs the Program Coordinator in writing that they will not return for the next season or that they are unable to continue gardening for the current season.
  - ii. Gardener has failed to comply with the Gardening Maintenance requirements in Section 4.
  - iii. Gardener that had an assigned Plot in 2015 has not signed their agreement for current season by April 15, 2016.
- b. If a Gardener must abandon his/her Plot during the growing season, he/she must inform the Program Coordinator.
- c. When a Plot is abandoned by a Gardener during a growing season, Gardener's Plot privilege will be terminated and the space may be assigned to the next person on the Seniority List by the Program Coordinator. A Gardener who has abandoned a Plot will be removed from the Seniority List.

**Section 4.** Gardening Maintenance

- a. Gardener agrees to care for a Plot for the entire 2016 season.
- b. Each Gardener is responsible for keeping his/her Plot and adjacent paths and Plot edges free of weeds. Plots are considered unkempt if weeds are 8" or taller.
- c. If above requirements are not met by Gardener the following actions may be taken.
  - i. Program Coordinator calls Gardener to give five (5) days' notice to clean his/her Plot.
  - ii. If Gardener does not clean his/her Plot, the Gardener's Plot privileges may be terminated and the City may re-assign and/or till the Plot under.
- d. If Gardener chooses to fence their Full Plot or Half Plot they must fence the entire 20'x20' or 20'x10' Plot. No fencing shall be used on a Raised Bed. Weeds must be kept out of fencing. Acceptable fencing options are poultry fencing, rabbit fencing, wire mesh fencing or woven fencing. Brightly colored snow fencing is unacceptable. City assumed no responsibility for damages to or loss of fence. City also reserves the right to remove the fence.

**Section 5.** Beginning and Ending the Season

- a. City will till all Plots by March 17, 2016, or as soon as practical, pending weather, work schedules and availability of equipment.
- b. Gardener agrees to begin preparing Plot by May 1, 2016. This includes weeding, preparing the soil for planting and maintaining adjacent aisles. Gardeners may request an extension from the Program Coordinator. If Plot continues to remain unused at the

expiration of any extension, the Plot and annual fee will be forfeited, the Plot privileges may be terminated, and the Plot reassigned by the Program Coordinator.

- c. Gardener must have all materials removed from Plot by October 16, 2016 (“Deadline”). This includes removal of all plant material, posts and fencing. If materials are not removed by the Deadline, the City may remove and dispose of any materials and the Program Coordinator may terminate the Gardener’s Plot privileges in the Community Garden for the following year.

**Section 6.** Gardener agrees to the following directions while using pesticides and fertilizer and will not apply any product that could affect another Plot.

- a. No herbicides (chemical weed killers or preventatives) may be used in the Community Gardens.
- b. Use only insecticides and fungicides that are USDA organic and appear on an approved list, provided by the Program Coordinator.

**Section 7.** Gardener agrees to place trash in trash receptacles and utilize compost bin appropriately. Composting should follow guidelines given to gardeners at beginning of the season.

**Section 8.** Gardener agrees to be responsible for watering. Gardener will roll up hose and place on hose holder after use. Gardener must attend their water at all times if hooked to sprinkler. Turning on water and leaving the park is unacceptable and will result in termination of Gardener’s Plot privilege.

**Section 9.** Gardener agrees to share vegetable gardening abundance responsibly with a neighbor, friend or food pantry. Letting fruits and vegetables go to waste may result in termination of Plot privileges in the Community Garden for remainder of this season and for the following year.

**Section 10.** Gardener agrees to only pick food from his/her own Plot unless given permission by another Gardener.

**Section 11.** Gardener agrees to inform garden neighbors if he/she will be away longer than a week and make arrangements for regular watering and maintenance to be completed.

**Section 12.** Gardener agrees to not bring pets into the Community Garden.

**Section 13.** Gardener agrees to not bring large amounts of yard waste from home to deteriorate in the Plot. Grass clippings/leaves are acceptable mulch material if they are spread immediately after being brought into the Plot and are spread no more than 3” thick.

**Section 14.** Gardener agrees to place plants the appropriate distance from the neighboring Plots(s) to keep plants within their assigned Plot. This includes tall or vining plants that may get more than five feet in height, which should be placed appropriately so as to not shade or encroach on another Plot. Gardener shall discuss all vining plants with a garden neighbor if Gardener plans to grow vining plants on any fence that borders a garden neighbors Plot, including any fence erected by Gardener.

**Section 15.** Gardener may not sell produce raised within their Plot.

**Section 16.** Termination of Gardener’s Plot privileges.

- a. The City may terminate a Gardener’s Plot privileges for:
  - i. Violation of any of the above described rules and regulations;
  - ii. Inappropriate or abusive behavior to other Gardeners or City staff;
  - iii. Any other reason the Program Coordinator reasonably determines.

Prior to terminating a Gardener’s Plot privileges for reasons (i) and (iii) above, the Program Coordinator shall notify the Gardener verbally or by mailed letter by the Program Coordinator that if the problem is not corrected within five (5) days for the first

violation, or three (3) days for any subsequent violations, the City may terminate Gardener's Plot privileges.

- b. Unless otherwise provided by this Agreement, termination of Plot Privileges shall be for a period of one (1) year and will result in Gardener's removal from the Seniority List.

**Section 17.** Gardener understands that the City of Lenexa retains authority over the Community Garden and may choose another use for it at any time.

Waiver Statement: The undersigned states that I have read and understand the Lenexa Community Garden ("Program") Membership Rules and Regulations. I further understand that the City of Lenexa, Kansas ("City"), is not and shall not be responsible for or liable for any illness or injury to person or loss of or damage to property resulting from the Program. The undersigned hereby forever releases and holds harmless the said City, its employees, agents and representatives from any and all claims of any kind that the undersigned, or his/her respective heirs, executors, administrators or assigns may have or claim to have resulting from participation in the Program. Also, the undersigned authorizes the City to use at its discretion any photographs or videos taken of the participant while participating in the Program and waives any and all claims that the undersigned may have or claim to have resulting from the use of such photograph(s) or videos.

I HAVE READ AND UNDERSTAND THE WAIVER STATEMENT.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_.