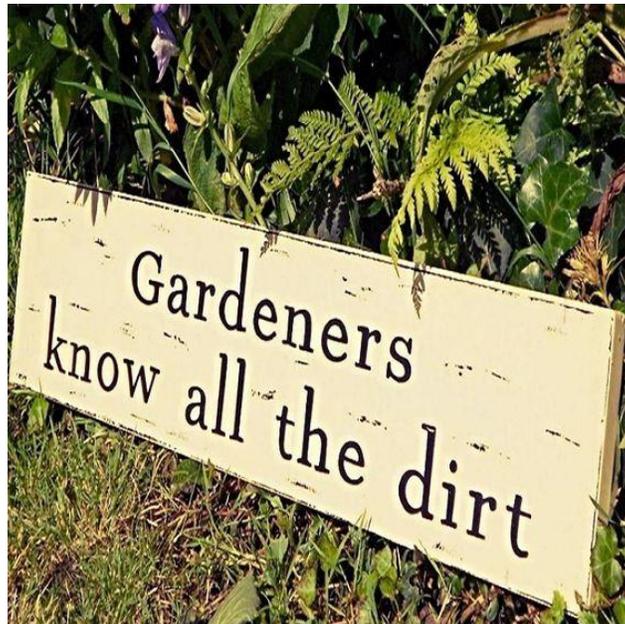


# Prospect Park Community Gardens Handbook



Revised February 21, 2018

## **Introduction and Overview**

The Prospect Park Community Gardens (PPCG) was formed in 2012 by two neighborhood gardeners who noticed vacant land that beckoned to them to start a garden. The first site was located at Arthur Avenue SE after a lease agreement was reached with the Minnesota Department of Transportation (MnDOT) to use an empty lot for a community garden. Pete Degan, neighbor to the garden, agreed to let the gardeners use water from his outside tap providing the cost was reimbursed. In 2013, the Yale garden site was developed following an agreement with MnDOT. In late 2013, an agreement was struck with The Cornerstone Group, owners of the land near the Prospect Park light rail station, to establish a larger community garden. In 2016, the name was changed to the Towerside Garden.

We currently have approximately 80 plots at three sites. The vast majority are occupied by returning gardeners. The gardens are managed by a volunteer Steering Committee and Garden Coordinator. This group establishes and enforces rules and policies for the common good of our gardeners, sets plot fees, suggests improvements, and promotes events of interest to the Garden.

## **VISION**

We provide a safe and peaceful environment where renters and homeowners can apply their gardening skills and take pride in growing their own food and flowers. While doing so, we will be enhancing the neighborhood visually and environmentally by developing underutilized land into green space.

## **MISSION**

The mission of the PPCG is to teach residents how to grow their own food. We will create opportunities to involve neighborhood youth and teach them how food goes from seed to table. The collection of flower and vegetable gardens will be a destination for people of diverse economic, cultural, and educational backgrounds. We will present educational events (venues) that will enable participants to share knowledge and enjoy the rich community of gardeners and garden appreciators in Prospect Park and surrounding areas.

## **Values**

1. Create a safe and non-threatening environment for all people, especially children
2. Practice open, honest, and respectful communication that includes attentive listening
3. Respect diversity and foster a sense of community
4. Apply a strong work ethic and be accountable for your actions
5. Take pride in what you do but apply humility when appropriate
6. Share knowledge and model behavior
7. Nurture our youth so they develop healthy eating practices
8. Rejuvenate the earth and the environment organically and minimize the use of chemicals

## Garden sites

### Arthur Avenue (185 Arthur Ave. SE)

- 6 full sized plots (20'x20')
- 4 half sized plots (10'x20')

### Yale Avenue (1401 Yale Ave. SE)

- 11 full sized plots (20'x20')
- 4 half sized plots (10'x20')

### Towerside (2901 4th Street SE)

- 42 regular raised beds (4' x 8')
- 3 large raised beds (4' x 24')
- 7 beds - GardenShare & Hydroponics

No gardener will have more than two plots at the Arthur or Yale sites. Towerside gardeners may rent more than two raised beds. If someone adopts an abandoned plot during the season, he/she must relinquish it the following year.

## Garden Fees

For information about garden fees and plot prices, see the GARDEN SURVEY.

Garden plots cannot be transferred to another person without the approval of the Steering Committee. The Steering Committee may, at its discretion, choose to approve up to a one-year leave of absence upon written request.

Gardeners incur expenses including the maintenance of water devices, tillers and mowers, and even amending the soil. If you are able to donate to the gardens beyond your yearly plot fee to help alleviate some of the costs incurred, please include the amount in your payment.

## Important Dates

1. **No later than February 1** - You must notify the garden management whether or not you are planning to return to the garden by completing the GARDEN SURVEY. If we don't hear from you, your plot may be offered to someone else. The first priority for reassigning a plot will be to a resident of the Prospect Park neighborhood.
2. **March 1** - Payment must be delivered each year by this date.
3. **Mid-March** - All Gardeners Meeting - **Required attendance**. Date to be announced after the first of the year.
4. **June 1** - Partial plant by date - gardeners must have their plot at least half planted.
5. **July 1** - Full plant by date - gardeners must have their plot fully planted.
6. **October 31** - Clean up by date - gardeners are responsible for removing dead plants and debris from their garden plot unless special circumstances are communicated to the Garden Coordinator.

### **Consequences:**

- The plot of any gardener failing to meet 4 or 5 above will be considered abandoned and re-assigned with no refund provided.
- Any gardener whose plot is not cleaned up by October 31, or who fails to meet any other of the above dates, can be assigned a smaller/different plot or denied a plot the next year.

### **Maintenance of garden plots**

- Gardeners agree to actively garden, maintain, and use the entire plot. Plots must be kept free of weeds, pests and diseases. Weeds must be removed promptly (including any perennial fall die-off) and produce must be harvested in a timely manner. A warning may be given if a plot is excessively weedy, contains numerous 8" or higher weeds, or is filled with debris or overripe produce. Any plot with numerous 2' or taller weeds or that remains unharvested or obviously untended after two warnings will be presumed abandoned and is subject to immediate forfeiture without refund. Please see the [Minnesota Invasive Species Advisory Council](#) for more information.
- Gardeners may not expand the plot beyond the measurement or into paths or other plots. However each gardener will be responsible for keeping the pathways within 1' of their plot or garden bed free of rocks, weeds, and all obstacles, including encroaching or overhanging plants. The PPCG reserves the right to remove materials obstructing any public path at any time.
- All refuse needs to be removed except for items which can be composted in the designated area or in a gardener's own plot.
- Gardeners will water their plot(s) according to water-wise guidelines and return hoses to their place in an orderly manner. The use of sprinklers is not permitted.
- Give consideration to others by planting tall crops where they will have the least impact on neighboring gardeners. If an adjacent gardener complains of excessive shading by anything on your plot you must come to an agreement or remove it.
- In consideration of our neighbors, fencing of individual plots must be orderly and well maintained and may not exceed 6 feet high.
- As much as possible, PPCG will be an organic garden. Gardeners will not apply any herbicides or pesticides in the garden without the approval of the garden coordinator or steering committee. Use of unapproved materials is grounds for immediate forfeiture of your plot, with no refund. [Pesticide Information](#) is available from the Minnesota Department of Agriculture. Only "organic" (non-synthetic) fertilizers, pesticides, insecticides and fungicides may be used in the garden. Each year, the Steering Committee will try to have compost delivered by the city for each site. Each gardener should take their fair share, which will be detailed in the newsletter.
- Gardeners will use the community composting bins sparingly. Please make every effort to compost your weeds and other organic material in your plot using the trenching method or by constructing a compost pile in one area of your garden.

## **Garden Share**

The GardenShare is a communal garden (no individual plots) and all planting and maintenance is done together. Work days are scheduled and harvest is shared amongst members who are present. GardenShare is a learning space and mistakes are OK. Gardeners are encouraged to share skills with each other while at the garden (even skills that have nothing to do with gardening). Gardeners are welcome to offer a simple skill-share session at one of the community gatherings.

1. Every week, gardeners attend at least one of the set garden workdays or find alternate ways to support the garden. Vacations or emergencies are understood, and there are ways to make-up for absences. Exact workday schedule will be determined with active gardeners at the beginning of the season.
2. At the beginning of each workday, all GardenShare members will check-over the log, decide on tasks and arrange for any skill-sharing that might be needed.
3. Each member will contribute to the "Garden Log" during each garden gathering, including signing in. This is an important document where daily activities are recorded and tasks are listed for the next garden session.

## **Volunteer Requirements**

In order to keep our sites running smoothly and looking attractive, each member of the PPCG is required to participate in the spring and fall clean-ups at their garden site. In addition, each gardener is required to provide at least 6 hours of volunteer service to the garden or another site over the course of the growing season. Following each volunteer experience, volunteers will have two (2) weeks to complete the volunteer log on the PPCG website or the volunteer hours will be deemed invalid. Gardeners who do not fulfill and log this requirement will forfeit their rights to the garden.

This service can be completed in a number of ways:

- mowing
- maintaining paths and public areas
- developing and participating in garden improvement projects
- assisting at various events or clean up days
- assisting with communication, website development or other organizational/administrative tasks
- vacation watering
- assisting with fund raising

## **Personal and social conduct**

It is important to respect each person and their garden plot. Guests and visitors are welcome to visit the three sites and should feel free to enjoy the space. However, we ask that they respect what is grown and stay out of fenced areas. Please take your trash with you when you go, and leave your pets outside the garden.

- Please do not enter another person's garden plot uninvited or pick their produce without their permission.
- Guests and visitors, including children, must follow all rules, terms, and conditions stated in the garden handbook. Children must be supervised at all times when they are in the garden. Each gardener is solely responsible for the behavior of guests.
- Animals are great, but are not welcome in the garden. If you must bring your animal to the garden, please ensure they are tied up away from the garden and are not able to walk freely in or around the garden itself.
- Communication with the Steering Committee or Garden Coordinator is important should there be any issues. All official communication will be through the listed plot holder. Please use the web site email link to provide updates or changes in contact information or problems that might arise. Gardeners should communicate any wants, needs, and/or grievances to the garden coordinators by using the web site email link.
- Gardeners agree not to plant any illegal plants. They agree not to smoke, drink alcoholic beverages, use illegal drugs, or gamble in the garden or come to the garden under the influence of alcohol or illegal drugs.
- Weapons are not allowed in the garden.
- Gardeners will not make duplicate keys of any locks at the garden or give keys or lock combinations to another person.

## **Breaking any rules, consequences, or conditions is cause for exclusion from the garden and loss of your plot.**

1. You will receive one verbal warning from the garden coordinator/committee.
2. If no response or correction has been made, you will receive written notice one week later.
3. In one more week, if no response or correction has been made, you will receive written final notification that you have forfeited your gardening privileges and plot.
4. You will be allowed to reapply for another garden plot only after one year, and only at the discretion of the garden coordinator/committee.

## **Health and Safety Policy (4/14/12)**

This safety policy is intended to demonstrate that the Prospect Park Community Gardens (PPCG) recognizes our responsibility to conduct our gardening activities in a reasonable manner and to maintain reasonably healthy and safe conditions in the PPCG.

For the purposes of this policy, any reference to the PPCG, “the garden” or “the garden site” means the general boundaries of the gardens.

1. Adult gardeners are responsible for their own safety. Children of gardeners are expected to be under the control of their parent(s) or guardians(s) when at the garden site. Do not allow children to run in the garden or play on or near the road. Young children should be escorted across roadways.
2. If you see a hazard, unsafe condition, or situation that could result in injury or ill health, take the appropriate action. Eliminate the hazard or unsafe condition only if you are able to do it safely and are comfortable taking the action to correct the hazard or unsafe condition. Otherwise, notify the garden organizer as soon as possible.
3. Rototillers, lawn mowers, power weed trimmers, wood chippers, chain saws, or other power equipment will be operated in the garden only by individuals over the age of 16 who own the equipment or have themselves leased the equipment for use. These individuals use this equipment at their own risk.
4. The use of chemical herbicides, pesticides, and fertilizer is allowable only with the consent of the garden group and with strict adherence to all safety precautions pertaining to the product. These products may not be stored or mixed on garden site.
5. Be aware of your surroundings. Avoid being in the garden alone. Avoid secluded areas with high vegetation. If individuals or groups of people taunt, bother, or seem threatening, leave the situation immediately.
  - ✓ For life threatening or other significant incidents, call 911 immediately. Also, call the garden coordinator.
  - ✓ For minor, non-emergency incidents gardeners can notify Minneapolis Police dispatch at 612-348-2345. Also, contact the garden coordinators as soon as possible.
6. Do not leave garden tools at the garden site. They should be taken away from the garden when a gardener leaves the PPCG.
7. No fires or fireworks will be used on the PPCG site without prior written permission. Please see the PPCG website for permission form to use the firepit at the Towerside Garden.
8. Drugs or alcohol shall not be consumed on the garden site.
9. Urination and defecation in the garden area is not allowed.

## **Yale Garden Use Conditions - MnDOT**

This permit authorizes the Permittee to install a community garden on land owned by the Minnesota Department of Transportation (MnDOT) located at Yale Ave. SE. & Thornton Street SE (I-94 R/W) in the City of Minneapolis.

For any questions that pertain to this permit, please contact E. Buck Craig, MnDOT Roadway Regulation Supervisor, ad 651-234-7911. Any questions the Permittee may have pertaining to MnDOT storm water facilities shall be presented at this time.

It shall be the responsibility of the Permittee to ensure that the "Gopher State One Call" excavation notice system, as required under Minnesota Statute Chapter 216D, is utilized 48 hours prior to performing any excavation (phone 651-454-0002 in the Twin Cities Metro Area or Toll Free 1-800-252-1166). In addition, the Permittee shall ensure that the Gopher State One Call system is utilized each spring prior to any work in the gardens for the new gardening season.

The environmental integrity of MnDOT right-of-way shall be maintained at all times and all in-place drainage shall be maintained and not disturbed.

By acceptance of a permit from MnDOT, the Permittee agrees that it, and all of its agents, contractors, shall use MnDOT's drainage map to identify the location of MnDOT drainage facilities ad satisfaction of the requirements of Minnesota Statutes Ch. 216D and Minnesota Rules 7650.0250 with respect to MnDOT's storm water drainage facilities.

This permit does not grant any easement or other property right to the Permittee or any other person. Any use allowed by this permit shall remain subordinate to the right of the MnDOT to use the property for transportation used or other purposes at its discretion.

This permit shall be subject to cancellation and termination by MnDOT, with or without cause, by giving the Permittee 30 days written notice of such actions. Upon said notice of cancellation, the community garden shall be removed within 30 days by the Permittee. Upon cancellation of this permit, or any portions thereof, the Permittee shall restore the area to a condition satisfactory to the MnDOT District Engineer at no cost to MnDOT.

No assignment of this permit is allowed.

The Permittee will defend, hold harmless, indemnify, and release the State, its Commissioner of Transportation and employees, from all claims, demands, and causes of action of any kind that in any way arises out of or relate to the operation of the community garden within the portion of highway right-of-way over which this permit is granted, regardless of whether such

injury, death, loss, or damage is caused in part by the negligence of MnDOT or is deemed to be the responsibility of MnDOT because of its failure to supervise, inspect, or control the operations of the Permittee or otherwise discover or prevent actions of Permittee giving rise to liability of any person. The Permittee will obtain from each user of the community garden subject to this permit a signed agreement whereby the user waives any claims relating to the condition of the property, including environmental contamination known or unknown, and activities associated with use of the community garden. A copy of the waiver and release form to be signed by all users of the community garden is attached to this permit.

During the term of this permit, the Permittee shall either (i) at its sole cost and expense, procure and maintain the insurance coverage stated below, or (ii) arrange for a third party user of the community garden subject to this permit to procure and maintain the insurance coverage stated below. During the term of this permit, the Permittee shall maintain a program of self-insurance or equivalent protection covering its public liability in the amount of the statutory limits provided by Minnesota Statutes, Chapter 466. Upon issuance of this permit by MnDOT, Permittee must provide MnDOT with a certificate of insurance that clearly shows the coverage required below. If a cancellation notice from an insurance carrier affording coverage herein is received by the policyholder, the policyholder shall notify MnDOT within five (5) business days with a copy of the cancellation notice, unless policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days prior written notice to MnDOT. Each year upon renewal or replacement of the insurance policy(ies), Permittee must provide MnDOT District Engineer a certificate of insurance for the new or replacement policy(ies).

Commercial general liability insurance, or equivalent form, shall be maintained during the full term of this Permit, with coverage that is consistent with the risk involved in the performance of this permit, including Premises and Operations, Blanket Contractual Liability, and Products with a limit of not less than \$2 Million each occurrence and \$2 million in aggregate. MnDOT and the Permittee must be named as an additional insured on the policy(ies).

An umbrella or Excess Liability insurance policy may be used to supplement the underlying policy limits to satisfy the full policy limits required by this permit.

All persons while performing authorized work on MnDOT right-of-way shall be required to wear a MnDOT approved High Visibility Safety Vest and Soft Cap / Hard Hat. Any authorized night work requires all personnel to wear a MnDOT approved full night safety suit (pants and jacket).

No material shall be deposited on the traveled roadway.

Per Minnesota Statutes 160.2715 fences, buildings, and other structures are not permitted within the limits of highway right-of-way.

Per Minnesota Rules part 8810.5400, no part of a trunk highway right-of-way may be used for the conduct of private business. Therefore, all produce grown within MnDOT right-of-way is for personal consumption only and may not be sold.

The Permittee is required to preserve all existing survey monuments. If MnDOT determines that monuments have been disturbed or destroyed during construction activities, the Permittee shall accept full responsibility for all costs incurred in the re-establishment of the monuments.

It is expressly understood that this permit is issued subject to the Permittee's compliance with the Rules and Regulations of the Minnesota Environmental Quality Board and any other affected governmental agencies.

The site is subject to inspection at any time. The Permittee shall promptly cause corrective action to be taken regarding any safety condition or violations of the terms of this permit. Prior to opening up any new garden plots within the permit area, the Permittee or its designee shall notify the MnDOT permit office at 651-234-7611 for site inspection.

Upon termination of this permit, all areas disturbed by the Permittee shall be restored to original or better condition. All areas shall have a minimum of 6" of topsoil (according to MnDOT Standard Specification 2105 Table 1 Topsoil Borrow), then sodded or seeded. Seed or sod should be the same as/or compatible with the existing turf cover.

## **Yale & Arthur Garden Use Conditions: City of Minneapolis Requirements**

City staff has reviewed the two Prospect Park Community Gardens proposal. The location of the proposed community gardens is as follows:

- (1) "Arthur Avenue Plot" located at the Northeast corner of Arthur Avenue SE and Melbourne Avenue SE

City staff recommends approval of the community garden subject to compliance with the following applicable regulations:

- (1) Providing an appropriate water source is the responsibility of the community gardeners and may be subject to additional City review.
- (2) Extending hoses across public right-of-way (streets, sidewalks, alleys) is prohibited.
- (3) Overhead lighting shall be prohibited.
- (4) No more than two (2) vehicles shall be parked on-site, excluding those parked within an enclosed structure.
- (5) No retail sales shall be permitted, except as an approved temporary use, as specified in Chapter 535, Regulations of General Applicability.
- (6) The use shall not be located in a required interior side yard; (typically, this is a minimum five foot setback from the property line).
- (7) Outdoor growing associated with a community garden shall be exempt from the enclosed building requirements of the zoning ordinance.
- (8) Keeping of animals is prohibited.

The following City webpage has information pertaining to the City's community garden program, including a sample site plan and a handout with some general zoning info:

[http://www.minneapolismn.gov/sustainability/homegrown/dhfs\\_gardeners](http://www.minneapolismn.gov/sustainability/homegrown/dhfs_gardeners).

Please refer to this information when planning the community garden and contact the City's Zoning Office to request a final review of your site plan or if you have any questions.

# **Towerside Gardeners only**

## **Towerside Garden - MEMORANDUM OF UNDERSTANDING**

### **BETWEEN A HOUSING DEVELOPER/PROPERTY OWNER AND SERVICE PROVIDERS/SITE USERS OF TOWERSIDE GARDEN**

#### **I. PARTIES**

This Memorandum of Understanding, entered into on January 1st, 2018, is between Center for the Market, (the "Developer"), and the Prospect Park Community Gardens, (PPCG), East Side Neighborhood Services, Inc. (ESNS), and The Wildflower Project (collectively the "Users of the Property").

#### **II. BACKGROUND AND INTENT**

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between the Owner, Developer and Users of the Property to encourage programming and activity of the Towerside Garden; and

WHEREAS, the Owner owns land at 2901 4<sup>th</sup> Street SE in Minneapolis, MN (the "Property"), which provides garden space to local organizations under the name "Towerside Garden"; and

WHEREAS, the Users of the Property are each separate and distinct organizations working collectively to provide individual and combined programming and food production at Towerside Garden; and

**THEREFORE, Owner, Developer and Users of the Property agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding for Towerside Garden.**

#### **III. GUIDING PRINCIPLES**

WHEREAS, all parties under this Memorandum of Understanding jointly recognize that Owner is providing free use of the space to the Users of the Property as vacant land;

- All Users of the Property are responsible for the cleanliness of the site. It is the sole responsibility of Users to remove any and all trash generated by User on a daily basis. Site trash removal is not provided by Owner;
- Water is available onsite for irrigation, rinsing fresh produce following harvest, and hand washing only. Other use of the water without the express written consent of the PPCG Coordinator is prohibited. The source of the water is a City of Minneapolis water hydrant. This water should not be used for drinking, and the produce rinsed onsite should be thoroughly washed from a potable water source before use
- Users of the Property recognize that Owner does not provide for electricity on site;
- Users of the Property recognize that no toilet facilities are available on site;
- Users of the Property recognize that Minneapolis noise ordinances generally provide for noise between 7 AM and 10 PM. Users recognize that they may be required to obtain permits for amplified sound and it is their sole responsibility to provide these permits as necessary;

- Users of the Property acknowledge the maintenance of bee colonies on site for the express purposes of education. The bee colonies are the sole responsibility of Pollinate Minnesota and will be cared for and maintained in accordance with all governing City and State regulations;
- On occasion, despite management efforts to control against swarming, a honey bee colony may swarm. In the event of a swarm at Towerside Garden, Pollinate Minnesota will work to collect said swarm. Do not attempt to capture swarm; please notify Pollinate Minnesota at 612-245-6384;
- Pollinate Minnesota holds liability insurance over all hives and bee and will maintain liability insurance covering a swarm;
- Acknowledgement of this MOU shall serve as acknowledgement and agreement to all attachments;
- Users of the Property recognize that they are sharing equally in the use of Towerside Garden. Programming for the space shall be through a shared calendar administered by PPCG and located as an attachment to the PPCG website. All Users of the Property will work in good faith together to accommodate the needs of each User by jointly establishing an initial monthly calendar that will be added to and revised from time to time as needed throughout the "Garden Season". Any requests for changes/additions to the shared calendar shall be made to PPCG and reflected on the calendar in a timely manner;
- Users of the Property recognize a shared responsibility to leave the site clean and prepared for winter at the end of the Garden Season. This includes, but is not limited to: removal and/or securing of temporary structures, removal of any and all debris, and winterization of water source.

**IV. DEFINITIONS**

For the purposes of the Memorandum of Understanding:

Garden Season: is defined as the months roughly between April 2017 and October 2017, but may be refined due to weather conditions with the consensus of the Owner and Users of the Property.

**V. FUNDING/FEES**

This MOU does not constitute an exchange of funds between any party. All parties recognize that the Property is being provided to Users of the Property free of charge in exchange for care and maintenance of the Property. Where it is a benefit to the Users of the Property this may be considered an in-kind contribution that shall be worked out directly between the specific User and the Owner and/or Developer. The site is being provided "as-is". This MOU does not commit the Owner and/or Developer to provide any funding to Users of the Property.

**VI. EMERGENCY PROCEDURES**

All Users of the Property are responsible for the care and safety of their individual program participants, employees, staff, guests, and agents. All accidents or emergencies resulting in damage to the Property shall first be reported to 911 as appropriate, then immediately reported to the Owner at 612-746-0660 or 952-484-6857.

Towerside Gardener Name: \_\_\_\_\_

Towerside Gardener Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please attach this form to your gardening commitment form.**

## YALE Gardeners only

### MN DOT Release from Liability, Covenant not to sue and Indemnification

1. The Undersigned signifies that he/she has requested and been assigned a garden plot at the community garden plot on land owned by the Minnesota Department of Transportation (MnDOT).
2. The Undersigned agrees, on behalf of him/herself and other persons who may use the gardening plot assigned to the undersigned, to release and forever discharge the State of Minnesota, its Commissioner of Transportation and employees, and agrees to hold them harmless from any and all claims, demands, and causes of action of any kind that in any way arise out of or relate to his/her use of the assigned garden plot or operation of the community garden, regardless of whether such injury, death, loss or damage is caused in part by the negligence of MnDOT or is deemed to be the responsibility of MnDOT because of its failure to supervise, inspect or control the operations at the community garden site, or otherwise discover or prevent conditions giving rise to liability of any person.
3. The Undersigned attests that he/she has authority to bind all persons who may use the gardening plot assigned to the undersigned.
4. This Release shall be governed by and construed in accordance with the laws of the State of Minnesota.

Yale Gardener Name: \_\_\_\_\_

Yale Gardener Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Yale gardeners must sign this form once during their gardening tenure at the PPCG Yale site.**

**Please attach this form to your gardening commitment form.**