

## Mandatory Rules and Operating Procedures

### Membership

- Membership in the Adopter Group is a privilege and can be revoked by the Adopter Group's leadership or the City of Tallahassee for any reason.
- For proper maintenance, the Adopter Group must maintain membership of at least 10 people at all times.

### Waiver of Liability

- The Adopter Group and every individual gardener must sign and file a Waiver of Liability before beginning to garden and/or undertake any actions at the community garden.

### Terms of Agreement

- The Agreement shall have a minimum two (2) year term beginning on the date of the execution of the Agreement, as noted in Part 5 of the application.
- The Agreement will be renewed dependent upon the City's receipt of the Adopter Group's written intent to renew. At that time, the Adopter Group will be asked for a progress report on your garden.
- The City and/or the Adopter Group may elect to terminate the Agreement and must convey that message in writing to the other party. Such written notice shall be provided at least thirty (30) days prior to (1) the date of requested termination or (2) the expiration of this Agreement.

### Restoration Deposit

- The Adopter Group shall be responsible for the restoration of public property to pre-garden conditions if:
  - 1) the Agreement is terminated, or expires and is not renewed; or
  - 2) the City, at its discretion, requests restoration, as communicated to the Adopter Group.
- The Adopter Group shall pay a refundable restoration deposit in the amount of \$200, payable to the City of Tallahassee, Community Garden Program, before construction of the community garden. The deposit will compensate the City for restoration in the event that such actions are completed by the Adopter Group. If properly restored by the Adopter Group, the deposit will be returned in full.
- Where restoration is required, the Adopter Group must complete restoration to the satisfaction of the City within thirty (30) days after the Adopter Group ceases to operate, or this Agreement expires and is not renewed, or the Agreement is terminated, as applicable.

### Costs

- All costs associated with plot improvement, garden maintenance, and plants/seeds are the responsibility of the Adopter Group or individual gardener.

### Garden Expansion

- The community garden boundaries must remain as submitted on the original design plan. Any proposed expansion requests must be submitted to and reviewed by the City.

### General Courtesy

- Courtesy and respect for all Gardeners and guests is not only encouraged but required.
- Community gardens are public spaces. Respectfully welcome visitors to the garden.

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- Verbal or physical abuse will not be tolerated and are basis for immediate expulsion from the community garden program.
- Well-mannered, leashed dogs are allowed within your own garden space, unless complaints are received. Please remove all waste.
- Closely supervise your children; help them learn respect for gardening and boundaries. Children under 12 must be supervised by adults.
- Children using tools in the garden should be under direct and constant supervision of a parent or responsible adult.
- For problems with fellow gardeners, stay polite and listen carefully. Usually, a solution is within reach. Use common courtesy and resolve differences in a neighborly way.

### Organics

- For the health and safety of all area residents, synthetic chemical fertilizers, herbicides, weed killers, insecticides, and pesticides are NOT permitted in City community gardens. Herbicides and insecticides made from natural materials are permitted but are to be used sparingly and with caution.
- Non-organic seeds and seedlings are permitted, but once placed in the garden must be cultivated using organic methods.
- Organic fertilizers are allowed (compost, fish meal, composted manure, lime, etc.).

### Compost

- Composting of on-site garden waste is encouraged, but do not bring to the garden excessive material from outside sources.
- Do not compost meat, dairy/cheese or grease which are rodent attractors.
- The compost must be contained in an aesthetically pleasing manner, such as a fully contained plastic bin, tumbler, or framed wooden container.

### Plants

- Do not grow crops which may shade or impact other Gardener's plots.
- Do not plant fruit trees. However, there may be instances in which exceptions are made. Written permission from the Community Garden Coordinator must be received prior to planting any trees.
- Confine your vines! Some plants creep and crawl, so keep them in your assigned plot.

### Overall Garden Maintenance

- The community garden shall be maintained in a safe, usable, and attractive condition. This includes, but is not limited to, keeping common areas neat and tidy, the plots well kept, the paths mulched and/or free of weeds, the tools and other materials stored safely, compost and the overall appearance tidy. Keep in mind that the space allocated is on public land and must always be actively maintained.

### Common Area Maintenance

- Paths shall be maintained in the garden in a safe and attractive condition (i.e., safe, level, tidy, clear of weeds, and free of obstacles). Gardeners should maintain the paths around their individual plots.
- Solid waste is the responsibility of the Adopter Group. If you pack it in, then pack it out.

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### Public Access

- No barriers to general public access can be erected. A fence can be erected to surround the community garden, but any gate shall remain unlocked.
- Public education is a vital component of any community garden. Each year, Adopter Groups should schedule at least two (2) learning sessions for garden members and surrounding neighbors.

### Non-discriminatory

- The Adopter Group shall operate the community garden in a respectful and courteous manner, and shall not discriminate on the basis of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, political affiliation, disability, age, or gender identity.

### Signage

- Each community garden may have a sign, not to exceed 3' x 3'. The sign shall include the following information: Garden name, Primary contact and phone number or email address, City contact information.
- Signs must include the following information, at a minimum:

[Insert Name] Community Garden

Interested in a plot here? Contact: [Name of adopter group leader], [Phone #, Email address]

Questions for the City? Call (850) 891.7007.

### Structures

- Permanent structures such as walls, sheds, or trellises are *prohibited*; except when approved by the City during the garden layout design review.
- Fences are allowed around the entire community garden, but no fences are allowed around individual plots.
- Raised beds shall be constructed with “green” pressure treated lumber, concrete block, or stacked urbanite (i.e., reused concrete often from sidewalks). Borders should be safe and not unsightly.

### Water Meters

- After water meter installation, the Adopter Group shall bear all costs of the monthly water bill as assessed to the Adopter Group primary contact.

### Water Use

- Water responsibly. Please conserve water!!!
- All watering must be done by hand, either with a hose or watering can.
- Gardeners must be present while watering.
- Watering is for individual plots and should not affect other gardening space. Never water others' garden plots without permission.

### Prohibited Activities

- Littering, dumping, alcohol consumption, and other unlawful activities.
- Smoking. Tobacco carries Tobacco Mosaic Virus which is a very lethal disease to tomato plants.
- Sampling from other plots without express permission. Gardeners are encouraged to share their crop and swap seeds, but only with permission.

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- Loud, amplified music or radios.
- Personal commerce.
- Ball playing or other forms of active recreation within the garden.

### Monitoring, Feedback, and Evaluation:

- The City of Tallahassee expects the Adopter Group leadership to ensure each garden site is well maintained.
- The Group members shall continually monitor the community garden throughout the year for quality control and proper maintenance, as outlined by the rules stated here.
- The City will conduct scheduled visits every 6 months to ensure proper maintenance.
- Through the City's independent observation, if the space is deemed unsightly, weedy, or unkempt, the Adopter Group's primary contact will be given two separate warning notices each time. If the problem continues thereafter, the Agreement may be revoked and the Group will be responsible for proposing a plan to restore the garden to its original state to the satisfaction of City staff.

### Termination of Community Garden contract

- If the Group decides to no longer maintain their garden space, the Primary Contact should immediately notify the City. The Group will be responsible for full restoration of the garden to its previous state to the satisfaction of City staff. Failure to adequately restore the garden site will result in loss of the restoration deposit.
- The City reserves the right to remove the garden at any time based on observations of poor maintenance and the Adopter Group's inability to meet the standards set forth here. If such action is necessary, the City will provide 60-day notice prior to removal.

*\*\*\*For more information on how to establish, maintain, and grow your garden, the online Resource Guide is a great first source.\*\*\**