

Shepherd's Path Organic Community Gardens 2023 Rules

Co-chairs: Katy Hallberg 952-447-3101 C: 952-334-1995 katyhallberg@gmail.com
Charles Wangerin 952-447-1884 C: 952-693-1372 lcwangerin@gmail.com

- All Garden Plots have a deposit fee which is refunded after Oct. 1st if the plot is properly cleared and maintained all season. If you are renting for the following year, your deposit fee will just carry over.
- In accordance with City of Prior Lake Policy, the gardens do not discriminate against any person because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.
- The paths between plots and the area around the gardens are mulched to keep the weeds out. You are responsible for keeping your garden, the edges of your garden and the paths by your garden weed free.
- No one is authorized to send out any mass emailing using the SPCG roster except for the Garden Manager: Katy Hallberg Unauthorized usage of the garden email roster is grounds for termination of your ability to garden in SPCG at the end of that season.
- The plots are rented through Katy Hallberg, Garden Coordinator at SPCG, by submitting a completed application form accompanied by the required rental and deposit fees

2023 Fee structure for Shepherd's Path Community Gardens

- 10' x25' garden plots: \$60 plus refundable \$40 Deposit Fee (#66 is the same price.)
- 3' x20' Raised garden plots with benches: \$60 plus refundable \$40 Deposit Fee
- 3' x10' Raised garden plots with benches: \$30 plus refundable\$20 Deposit Fee
- Irregular ground plot: #67 & is \$55 (d.\$40), & #68 SOLLC Youth Garden for CAP is no charge.

If gardeners pay for a plot for the next season and change their mind about renting the garden.....

- By the end of February, they can get a full refund,
- By the end of March, they get all but 10% back, plus Deposit Fee.
- By the end of April, they get all but 20% back, plus Deposit Fee.
- By the end of May, they get all but 50% back, plus Deposit Fee.
- After June 1st there is no refund on their payment or deposit fee.
(Gardens must be started by June 1st as per rules, or the garden is lost including all fees.)

***** SHEPHERD'S PATH COMMUNITY GARDEN RULES AND ACKNOWLEDGMENT FORM *****

All gardeners must adhere to the rules established herein and as may be adopted or amended by the Shepherd's Path Community Garden governing body.

***** LEASE REQUIREMENTS, PAYMENTS AND PLOT AGREEMENTS *****

PLOT SELECTION

- Returning gardeners will have the right of first refusal to their previous year's plot for the following season as long as the next year rental fee and deposit fees are paid for by September 30. (We will never ask gardeners to give up their plots for new gardeners as long as they follow the rules and keep their gardens appropriately weed free.) On October 1st those currently in the garden will have first chance to change to another plot if available for the next season. Remaining gardens will be assigned and paid for starting in October for the following year based on the exiting Wait List.
- Garden plots are assigned to one person only and are not transferable. Others may garden at your site, but the responsibility for payment of fees, cleanup, and other duties at the site will be the responsibility of the individual whose name is assigned to the plot. Since this is a locked, member only garden, only those listed as your garden helpers on your application are allowed into the garden area to garden in your plot. Contact Katy to add names to your list.
- It is the responsibility of each gardener to follow Community Garden rules and take an active role in administering the gardens and in supporting the garden Chairmen. If something wrong is going on, please let the chairmen know right away.

MAINTAINING GARDEN PLOT (Gardener, your, and you are used interchangeably and refer to the individual assigned the plot.)

- 1) **You must plant your plot by June 1.** Plots that are unplanted by this deadline are assumed abandoned and will be forfeited without a refund of both the rental fee and the deposit fee. Plots not planted will be reassigned. If the kind of plants you are growing must be planted later, inform the garden coordinator of your intent & weed your plot as needed before you plant.
- 2) Gardeners who fail to maintain their plots or follow the rules will not be eligible for a plot in following years.
- 3) **All paths must remain unplanted.** In other words, all plants must be kept inside your designated plot and may not flow over into the paths. Also, gardeners who have more than one plot with a path between them, **MAY NOT ELIMINATE THE PATH** and garden in that area.
- 4) You are responsible for your plot for the entire season. Gardeners must maintain plots weed free, including edges of adjacent aisles, throughout the growing season to the end of September.
- 5) The paths and non-plot areas are mulched and everyone should help keep them free of weeds and looking good. Gardeners must keep debris inside their own plot or take it home with them. Any plants that protrude into an adjacent plot or walkway may be trimmed or picked by the gardener who occupies the adjacent plot.
- 6) If for any reason; health, vacation, etc,... you will temporarily be unable to maintain your plot it is your responsibility to inform the Garden Chairmen who will help you find someone you can pay to help with maintenance. Please consider hiring our designated Horticultural Assistant for the year.
- 7) If you will have a substitute gardener maintaining your plot during your absence you must provide the Garden Coordinator with the name, address, email address and phone number of the individual. If they do not keep the garden appropriately, your deposit fee will be used to do that.
- 8) You understand and agree that if you abandon or fail to attend and maintain your garden, it could be reassigned to someone else. You will be given two weeks' notice by phone or email if your plot is determined to be unacceptable. If the garden is not improved within two weeks from the date the notice is provided, it will be deemed forfeited and will be reassigned to another gardener or cleared with any produce donated to charity. You will not be entitled to recover any portion of your deposit. Your deposit will be used to pay for cleanup.
- 9) Gardeners agree to keep the garden and garden edges free of weeds, diseased plants, insects, infected plants, and over ripe vegetables. Diseased and infected plants must be removed from the garden and disposed of properly. Failure to do this, will result in your deposit fee being used to correct this.
- 10) Each gardener is responsible for trash removal from Shepherd's Path. Take all garbage home including plant waste. Do not throw anything outside the fence of the garden.
- 11) **No non-organic pesticides are allowed in the garden. No spraying of fertilizers etc that will affect your neighbor's garden is allowed in the Gardens.**
- 12) Gravel cannot be used to amend the soil in your plot and may not be brought into the Garden. You may supplement your garden with commercial garden soil mixes.
- 13) Water hoses must not cross other plots and must be attended to at all times. Non-hand held water sprinklers are not permitted in the Garden. We pipe in water from the City of Prior Lake water supply. Please turn the water totally off at any places that you turned it on and at the main faucet after each use.
- 14) Gardeners will not make any permanent changes to their Garden such as adding an underground watering system or drastically changing elements, or do things that adversely change the "look" of the Garden.
- 15) Electric fences are not permitted in the Garden.
- 16) Digging for worms is prohibited anywhere in the Garden.
- 17) Glass containers are prohibited from the Gardens. In addition, containers, bags, etc of any kind should be secured so as not to blow around and or detract from the orderliness of the Gardens.
- 18) Gardeners must not plant, weed, or harvest from any other gardener's plot as this will result in forfeiture of your plot and all fees that you have paid.
- 19) No one under the age of 16 years may operate machinery in the Garden without a special written liability waiver signed by their parents.
- 20) Power equipment may only be operated by the individual who owns or leased the equipment. The use of power equipment is at the user's risk and cannot be used in the raised beds.
- 21) **Garden clean up must be accomplished by October 1st.** Failure to do so by this date will result in forfeiture of your deposit refund. Cleaned up means the plot is clean and level and ready for tilling. All plant & root balls need to be pulled out and taken home. If plants need to remain longer, tell Katy to get an extension of time.

CHILDREN & PETS

- Children are welcome at the Garden when they are accompanied and fully supervised by an adult. Please do not let them go into anyone else's garden plot. A play area is provided in the garden for their use. Toys provided need to stay in that designated area.
- No dogs are permitted in the Garden and should be left at home.

I agree to pay the rental fee and deposit to Shepherd of the Lake Lutheran Church to cover the cost of gardening at the Shepherd's Path Community Garden for the 2023 gardening season. I understand that part of the fee (the \$40 deposit, but not the rental fee) is

refundable at the end of the gardening season upon proper maintenance of the plot for the season and satisfactory cleanup of my garden plot by Oct 1st. The deposit fee and rental fee must be paid upon applying for or reserving a plot. Please make checks payable to Shepherd of the Lake Lutheran Church (SOLLC).

GARDENER'S SIGNATURE LIABILITY WAIVER

I have read and agree to abide by the Garden rules and policies stated herein or which may be later adopted by the Shepherd of the Lake Lutheran Church. I understand that failure to abide by these rules could result in forfeiture of my gardening privileges. I understand that neither the Garden Group, Shepherd's Path, Shepherd of the Lake Lutheran Church, McKenna nor the city of Prior Lake are responsible for my actions or the consequences flowing from my actions or failure to act. I AGREE TO INDEMNIFY AND HOLD HARMLESS THE SHEPHERD'S PATH GARDEN , THE CITY OF PRIOR LAKE, SHEPHERD'S PATH, AND SHEPHERD OF THE LAKE LUTHERAN CHURCH FOR ANY AND ALL LIABILITY, DAMAGE, LOSS, OR CLAIM REGARDLESS OF ITS NATURE THAT ARISES OUT OF OR OCCURS IN CONNECTION WITH USE OF THE GARDEN BY ME OR ANY OF MY GUESTS. FURTHER, I AGREE TO WAIVE THE RIGHT TO BRING ANY CLAIM WHETHER IN LAW OR IN EQUITY AGAINST THE GARDEN GROUP, SHEPHERD'S PATH, SHEPHERD OF THE LAKE LUTHERAN CHURCH, OR MCKENNA OR THE CITY OF PRIOR LAKE FOR ANY INJURY, DAMAGE, LIABILITY, LOSS OR CLAIM ASSOCIATED WITH MY USE OF A GARDEN PLOT.

Gardener's Name Printed _____ Date _____

Signature _____

Address _____ Email address _____

Phone Numbers home#: _____ cell #: _____

PLEASE SIGN THIS LAST PAGE AND TURN IT IN WITH YOUR APPLICATION. **KEEP THE FIRST 3 PAGES OF THIS RULE SHEET FOR YOUR OWN REFERENCE THROUGHOUT THE YEAR.**