

Kingman Park Rosedale Community Garden Bylaws

On April 1, 2005, the Kingman Park Community Garden is hereby established to provide the Kingman Park and Rosedale Community in Northeast Washington, D.C. a location and opportunity for gardening, learning about gardening, and generally enriching the community. This organization is nonprofit, and any dues collected or funds attained from grants or donations shall be used solely for the purpose of supporting the needs of the garden. Should this garden and organization cease to exist any remaining funds will be donated to an appropriate nonprofit garden organization in Washington, D.C.

These guidelines are the rules of the Kingman Park Rosedale Community Garden. Their intent is to ensure a positive, safe, and productive growing environment for people and plants in Kingman Park and Rosedale. All gardeners are required to abide by these rules. By signing the Kingman Park Rosedale Community Gardens Agreement, you acknowledge that you have read and understand these rules, and you agree to abide by them.

1. PAYING DUES

- Dues must be paid by March 31 unless specified otherwise by the Garden coordinators. If the Garden coordinators specify a deadline before March 31, they shall provide at least 45 days notice.
- Dues are \$60 per growing season.
- In at least the 2011 season, dues can be paid for five years for a discounted amount totaling \$200.
- In at least the 2011 season, dues can be paid for ten years for a discounted amount totaling \$350.
- All dues are non refundable.
- Your dues provide you with a garden plot, access to the Garden and all communal areas and include use of the Garden's water source, for a period of one calendar year. The Garden does not guarantee a water source if reasons beyond the control of the Garden prevent provision of a water source.

2. GETTING A PLOT

- Once you have paid your dues you are assigned a plot. All plot assignments are done on a first-come, first-served basis or, if the Garden is full, on an as-available basis. Your plot is secured and made available to you once you sign the rules and waiver and participate in a general garden work day.
- Groups and organizations may have group plots, but **MUST** assign an individual as the primary contact and responsible party for the plot.

- Members may designate up to six family members or friends (“the assigns”) to participate in the maintenance of his/her plot. Through signature of the member to these Guidelines,
- his/her designees also agree to comply with these principles. Names and contact information will be provided to the Garden coordinators.
- Renewal is automatic provided you pay your dues by the due date. Your plot will be available to you as long as you are in good standing, until you notify the Garden coordinators in writing that you no longer wish to use it.
- You may have up to two plots provided there is no waiting list. If the Garden has a waiting list, you are limited to one plot.
- If the Garden is full, you may place your name on a waiting list. When a plot opens up, a coordinator of the Garden will notify you. After two attempts to contact you by postal mail at least five days apart, if you have not responded, the Garden coordinators will move on to the next person on the list, but you will retain your position as the next in line on the wait list. Dues must be paid when you accept the plot.
- The Garden coordinators will maintain a “swap list” for gardeners who would like to exchange their current plots for other plots in the Garden. When a plot becomes available, the first name on the swap list will have the option of trading his/her current plot for the available one. However, after two consecutive rejections of available plots, the name will be moved to the end of the swap list. Plots will be offered to the swap list first, then the waiting list.
- Priority is given to Kingman Park residents but the Garden is open to those beyond the Kingman Park boundaries. The boundaries are defined as Benning Road, Oklahoma Avenue, C Street, 15th Street, and Maryland Avenue.
- The Garden may obtain additional property that require revisions to these Guidelines. To participate in the Garden members must agree to comply with the revised Guidelines.

3. IMPORTANT DATES FOR THE SEASON

- The Garden is open all year round to members.
- There will be at least 4 official, garden-wide cleanups each year. All gardeners are expected to participate in all of these cleanups.
- All gardeners are expected to have their plots cleaned and weeded by and April 15th and planted by May 15th, except for the inaugural year (2005). Because unused plots are homes for weeds and other potential problems for the rest of the garden – not to

mention wasted opportunity – any gardener whose plot is not planted by the required date will receive a warning by postal mail. After two warnings at least five days apart, if the gardener has not responded, the plot will be revoked and reassigned.

4. MAINTAINING YOUR PLOT

- All plots must be kept weeded, planted, harvested, and maintained during the growing season. Gardeners are responsible for weeding their own plots, the adjacent pathways, and all common areas.
- All gardeners are expected to address diseased/infested plants IMMEDIATELY. If the problem cannot be contained with organic garden methods, the diseased or infested plant should be removed from the garden. Diseased and infested plant materials should NEVER be placed in compost piles or left anywhere in the Garden.
- Pathways around plots should be kept neat, weed free, and clear of all debris and tools for the safety of all gardeners and the beauty of the garden.
- All gardeners are expected to keep their plots harvested and free of overripe or rotting vegetation; this prevents pests, disease, and vermin.
- If you are unable to harvest your plot for any reason, you should contact another member of the garden so they may harvest it for their own use. Posting a note on the listserv, emailing another member, and as a last resort placing a flag in your plot are methods to get the word out.
- The Garden recommends crop rotation, but does not require it.
- You must display a name in your plot indicating your ownership and your plot must be registered on the master list with the garden coordinators with your name and current contact information.

5. USING WATER RESPONSIBLY

- Plots include access to the Garden's water source. All gardeners are expected to use water in a responsible manner. Water should be used only to water plots and clean gardening implements. Use of the water source for non-gardening use is not permitted. Unattended watering, excluding systems installed by the Garden members such as irrigation systems, is not permitted. (For example, sprinklers are not allowed.) Water catchment systems (rain barrels) will be considered by the garden members for implementation. If these are installed, they must be kept covered with netting to prevent mosquito/west Nile issues.

- No standing water is permitted on the Garden premises. This means gardeners must keep their plots free of any receptacles that can catch and hold water. (With an exception for bird baths if the group decides to put some in.)

6. **ABSENCES**

- If you will be absent for any reason during the growing season, notify the Garden coordinators how long you will be gone and make arrangements with other gardeners or with a friend to water and weed your plot while you are away. If the person tending your plot is not another gardener, let the Garden coordinators know that person's name in advance – this is for the safety of all gardeners. You should also place a flag in your plot as a sign to other gardeners to harvest your plot in your absence (a nice tradeoff for watering and weeding!). This helps prevent rotting vegetation, pests, and vermin.
- You may sublet your plot if you need to be away for any portion of the time covered by your dues. However, you are still responsible for your plot and for dues if you wish to continue in the Garden. If you sublet, you need to notify the Garden members in writing that you are subletting your plot, indicate how long you will be gone, and include the names and contact information for the person(s) subletting your plot. Subletors may not take over plots – they must go through the same waiting list process as everyone else. If you are going to relinquish your plot, it will be made available to the swap list and wait list as outlined above.
- If you or your designees plan to be away longer than a month, you should contact the Garden members so that arrangements can be made to maintain your plot in your absence. The Garden members may require you to sublet or relinquish your plot.
- If you fail to maintain your plot, the Garden coordinators will make two attempts to contact you. Failure to respond to the second attempt may result in your plot and privileges being revoked and your plot being reassigned.

7. **RESTRICTED PLANTS AND OTHER MATERIALS**

- The Garden prohibits planting any of the following in individual plots: trees, ivy, kudzu, morning glories or any plant designated as “invasive”, or any plant with a mature height greater than 5’ that would shade adjacent plots, any plant with thorns or stickers (except roses in agreed upon locations), and any illegal substance.
- Certain spreading plants, including but not limited to, mint, vinca vine, and certain begonias, are not allowed unless they are in pots, with restrictions subject to decision of garden members.

- Trees and tall crops may be planted in communal areas and plots, but only in a manner such that they do not shade an individual gardener's plot in a detrimental way. An area for tall plants will be decided on by the garden members.
- Fertilizers and other soil amendments are permitted provided they conform to the Garden's organic requirements. If you are uncertain about whether or not a substance is organic, contact the Garden coordinators before using it. (Please see Section 8 for more information on organic guidelines.)
- The Garden allows only untreated wood and non-toxic materials to be used in plots and in communal areas.
- Gardeners can use non plant materials and decorations provided they do not contain toxic materials or other materials that could potentially leach into and negatively alter the soil.

8. PEST AND DISEASE CONTROL

- The Garden is an organic garden. This means **ONLY ORGANIC** gardening methods may be used – this includes weed and pest control. **CHECK WITH THE GARDEN coordinators BEFORE USING ANY SUBSTANCE IF YOU ARE UNCERTAIN AS TO WHETHER IT IS ORGANIC!**
- Plants with diseases or pests that cannot be addressed through organic means will be pulled by a member of the Garden, destroyed and placed in the trash. Before pulling any such plant, the Garden will make every reasonable effort to contact the gardener affected.
- Use of non-organic materials or chemicals will result in immediate termination of your plot and privileges. The only exception will be made for elimination of invasive weed trees and other invasives, by decision and implementation of the garden coordinators.

9. CHILDREN

- Children 16 or under are not allowed in the garden unless accompanied by an adult unless they are members in good standing.
- Gardeners bringing children 16 and under to the Garden are responsible for supervising those children while they are on the premises.

10. PETS

- Pets that cause problems will not be allowed in the Garden. Members with such pets will be asked to remove their pets immediately from the Garden.
- Dogs are restricted to the common areas or other designated areas of the Garden, and must be on a leash upon request when other gardeners are present and under the supervision of their owners at all times.
- Dog owners agree to restrain their pets from urinating on or near any plots or common areas, to clean up after their dogs and to remove all waste from the Garden.
- Members without dogs, and their guests or assigns, are aware that dogs may be present in the Garden, and are free to request that dogs be leashed at any time.

11. TOOLS

All gardeners are expected to bring their own tools to the Garden. The Garden does not yet provide a secure storage area for gardeners' tools, and is not responsible for tools left in the Garden.

- If available, Gardeners may use the Garden's communal tools. Gardeners must return and safely lock up the tools when they are finished.
- Tools are to be used in a safe manner, and kept in a secure and out of the way location while in use. Gardeners are expected to place tools safely in their plots so as to prevent any type of accident caused by stepping on or over any tools, no matter how small.
- Members use the garden knowing that tools may be in use and are asked to walk through the garden carefully, and at their own risk. If you step on a hoe, and it bonks you on the head, you weren't looking where you were going.

12. SECURITY (applicable once fence is repaired)

- The front gates of the Garden must be kept locked at all times for the safety of all gardeners and the security of the garden's resources.
- Combination locks are used on the front gate. You will be given the combination to the front gate when you are assigned your plot. You are expected to keep the combination secure and are not to share it with anyone outside of the Garden. The combinations may be changed as needed based on turnover and security needs.

- Gardeners have access to the Garden at any time. However, the Garden coordinators strongly recommend using the garden during daylight hours if you can, using a buddy system when arriving or departing after dusk or early in the morning, and carrying a cell phone with you when you visit the Garden if possible.
- Suspicious or illegal activity should be reported immediately to the authorities and the Garden coordinators should also be notified so that they can notify all members.
- Failure to maintain these security measures could result in revocation of your plot and privileges, without reconsideration, with forfeiture of dues.

13. THEFT AND VANDALISM

- Theft and vandalism are fairly common in community gardens. Gardeners should report any theft or vandalism immediately to authorities and to the Garden coordinators so that they can notify all members.
- All gardeners should help with repairs and replanting as needed if the Garden or any gardeners' plots are damaged by theft or vandalism.
- If your plot is damaged by theft or vandalism, contact the Garden coordinators to inquire whether assistance is available to help you with repairing and replanting.

14. TRASH AND COMPOST

- Trash containers are not provided by or in the Garden. All gardeners are expected to take all trash with them when they leave.
- Members are expected to patrol all common areas and alley perimeters of the garden every time they are in the garden, and pick up and carry away all trash.
- The Garden may maintain a compost pile for gardeners' use. Only approved items should be placed in the compost pile. If you need help deciding whether something may go in the compost, contact the Garden coordinators. (banana peels, apple cores, coffee grounds, tea bags, lettuce, plant matter – other than weed seeds and infected or diseased—but no meat, dairy, oil, grease)
- Diseased or infested plants should be removed from the garden immediately, and should NEVER be placed in the compost pile. The garden coordinators reserve the right to remove infested plants after notification of the plot holder.
- Gardeners are allowed to help themselves to compost in amounts equal to that needed for their plots.

- Any bulk trash or illegal dumping in or outside the garden is to be called in to 311 promptly and tracked by the caller until it is removed.

15. FOOD, COOKING, BARBECUEING

- You may bring food to the Garden with you. To avoid pests and vermin, all gardeners are expected to remove food and food contaminated items as with all trash (please see paragraph 14).
- Cooking and barbecuing are allowed for Garden-sponsored and community events, but may be allowed for individuals or smaller groups of gardeners with the Garden coordinators' permission.

16. GENERAL BEHAVIOR

- All gardeners are expected to behave in a courteous and considerate manner toward both fellow gardeners and the surrounding community.
- Smoking is not permitted in the Garden – it is a fire hazard and extremely toxic to certain plants.
- Noise levels must be reasonable, and all gardeners must observe the noise ordinances in place for the District's residential neighborhoods.
- You may bring your bike inside the garden for safekeeping while you are gardening, but no bike riding is permitted in the garden itself.
- Rollerblades, ball and Frisbee playing are not permitted inside the garden, but may be played on the park grounds outside the Garden.

17. PARKING

- The Garden does not have designated parking. Gardeners may park on the adjacent streets but are expected to obey all posted parking signs at all times.

18. COMMUNICATION

- The Garden members will keep gardeners informed via email, meetings, the Garden website and the bulletin board located in the Garden. Phone and postal mail will be used as necessary.
- Gardeners may use email, meetings, the Garden's website, the bulletin board in the Garden, and phone or postal mail to communicate with each other. Please contact the Garden coordinators in writing when appropriate, or as noted in these Guidelines. Email is preferred when appropriate, unless noted otherwise in these Guidelines.
- If you need to notify the Garden in writing of a situation (e.g., subletting your plot), use email and postal mail.
- The Garden coordinators reserve the right to remove material it deems inappropriate and offensive from any venue related to the Garden.

19. GROUP PARTICIPATION AND COMMON AREAS

- All gardeners are required to participate in the ongoing upkeep and daily maintenance of the Garden. This includes watering and weeding of the common areas and plots, weeding and mulching of walkways, entrance, and fence repair and maintenance, picking up trash throughout the Garden, and pitching in to help other gardeners during absences or following thefts or vandalism.
- Common areas are defined as ALL areas not defined as an individual assigned plot, and include the pathways, gates, fences, sheds, sitting areas, herb garden, demonstration
- gardens, entryway, fence plantings, children's plots and common plots for tall vegetables and spreading crops.
- The harvest from common areas and plots will be divided among the gardeners as equally as possible.
- Gardeners may harvest reasonable amounts from the common plot, but should not take an amount that substantially reduces the plant or total amount of the herb or fruit.
- Occasionally the Garden members may ask gardeners to sign up for specific tasks, community projects, and maintenance efforts as needed.
- All gardeners are expected to participate in four group work days.
- Gardeners are expected to attend meetings of the Garden when possible. People are busy and meetings take time, but all gardeners are expected to attend at least one meeting per year.

- The Garden will occasionally hold group activities such as happy hour or cookouts; participation in these activities is up to the gardener.

20. FAILURE TO ABIDE BY THE BYLAWS

- The following are grounds for immediate termination of plot use: any action that endangers or jeopardizes the safety of other gardeners, their guests and assigns, or any other visitor to the garden; any action that deliberately or through negligence damages the Garden itself, its assets, or the property of other Gardeners; the use of chemicals and non organic pesticides; possession of firearms, possession of an illegal substance, or any other illegal activity. In these events, the gardener's plot and privileges are revoked immediately and dues forfeited; no warning is required and no reinstatement will be considered.
- Failing to abide by other guidelines (e.g., watering, planting, weeding, upkeep, guests, pets, and all others) will result in a warning. If the problem is not corrected or addressed after two warnings, the gardener's plot and privileges will be revoked, and dues forfeited.
- The Garden Coordinators will make every reasonable attempt to contact the gardener.
- Notification at least will occur in writing via certified postal mail.
- Gardeners will have one week to respond to the coordinators after a warning before a second warning is issued, and one week to respond to a second warning before further action is taken.

21. INTERPRETATION, ENFORCEMENT, DISPUTES AND GRIEVANCES

- The garden coordinators shall resolve all disputes as to the interpretation of these rules. In the event that they cannot agree, a meeting of the members will be called.
- The garden coordinators shall enforce these rules and shall have discretion to enforce or waive any rule on a case-by-case basis. In the event that they cannot agree, a meeting of the members will be called.
- Gardeners agree to submit grievances regarding other gardeners and Garden policy to the Garden coordinators for consideration and review. Gardeners agree to abide by the decisions of the Garden coordinators following review of the grievance.

22. OFFICERS FOR THE KPR GARDEN

The following Officers will be created for the KPR Garden, with the understanding that one person can hold more than one position, though at no time will we have fewer than two coordinators:

- Coordinator
- Coordinator
- Treasurer
- Secretary

23. ELECTING OFFICERS

- Coordinators will be elected for two-year terms, to be staggered (one coordinator will be elected even years, one coordinator will be elected odd years), except for 2011. In 2011, there will be a coordinator position with a one-year term, and a coordinator position with a two-year term. The purpose of this is to pass on institutional knowledge, and have some continuity in leadership.
- Treasurers and Secretaries run for one-year terms.
- Removal – Any officer can be removed by a two-thirds vote of the entire Voting Garden membership during quarterly meetings (quarterly meetings to be discussed later). In order to begin proceedings to remove an officer, such a removal must be proposed and seconded 15 days before a quarterly meeting via the electronic mailing list.
- Replacement – If an officer resigns or is removed from office, then the officer will be replaced by a vote held within fifteen days of when the officer resigns, or within fifteen days of the quarterly meeting in which the officer is removed. This vote will be held in a Special Meeting within this time frame.
- Regular Elections are to be held during the First Quarterly meeting of each year, on the second Wednesday in February.
- Candidacies:
 - In order to become a candidate for any Garden office, any Gardener Member can be nominated by any Garden Member, including himself or herself.
 - Candidates can be nominated up until the time when the in-person voting process begins.

- At the meeting where candidates are running for office, any candidate can make a short speech before live voting begins.
- Candidates may not speak ill of other candidates.
- Voting
 - Votes cast by a person not in attendance at a meeting must be in writing, including via email, or in any other reasonable form that clearly identifies the voter and the intent of the voter.
 - Any votes cast not in person must be submitted in writing before the opening of the quarterly meeting.
 - If a family that is responsible for one plot cannot agree as to whom they will vote for, their votes will be divided accordingly. (For example, if a husband and wife who share a plot would like to vote for different people, their votes will count as a half vote each).
 - Votes by written proxy are also acceptable.
 - Live votes will be collected and tallied by the Garden Coordinator who is not in a contested election, or alternatively by the Garden Secretary.
 - Live voting will occur during the first Quarterly Meeting of each year, and the vote will be conducted by the Garden Coordinator who is not in a contested election.
 - If a Garden Member wants a secret ballot, they are entitled to a secret ballot, unless providing a secret ballot becomes overly burdensome for the voting process.
 - A person or family who pays for a plot but does not maintain a plot in the Garden is entitled to participate fully in Garden meetings and activities, but is not entitled to vote.
 - A quorum is not necessary to certify an election.
 - *For a description of what constitutes a “vote” in the Garden, see section labeled “Define Garden Membership and Voting in the Garden.”*

24. RESPONSIBILITIES OF OFFICERS

- Coordinators' responsibilities will be divided according to agreement between the coordinators. If the coordinators cannot agree as to any issue, the issue will be raised before the entire membership, and a vote will be held in a timely manner at Special Meeting, not to exceed fifteen days. Responsibilities include:
 - Garden Calendar
 - Events
 - Work Days
 - Land Maintenance
 - Membership
 - Finances (in association with the treasurer)
 - Seeking grants
 - Public relations to include newsletter, correspondence in association with the secretary, maintain relationship with Thea Bowman Preparatory Academy.
- The Treasurers will be responsible for maintaining the Garden's finances, including tracking grants, ensuring dues are paid, maintaining contact with the Rosedale Citizens Alliance Treasurer, and other financial issues as needed.
- The Secretary will be responsible for writing and maintaining minutes of Quarterly and Special Garden meetings, writing Garden correspondence and grants as requested by the coordinators and the membership, maintaining correspondence, and maintaining records.

25. GARDEN MEMBERSHIP AND VOTING IN THE GARDEN

- **To be a voting Member of the Garden, one must maintain a plot in the Garden, or must intend to maintain a plot in the coming season.**
- **Each plot, whether half or full, is entitled to only one vote. Examples:**
 - A single person who maintains a full plot is entitled to one vote.
 - A single person who maintains a half plot is entitled to one vote.
 - A family of four who maintains a half plot is entitled to one vote.
 - A family of four that maintains a full plot is entitled to one vote.

- A person or family who cannot afford to pay for a plot, but maintains or intends to maintain a full or half plot in the coming season is entitled to one vote.
- A person or family who pays for a plot in the Garden in the Fall or Winter and intends to maintain a full or a half plot is entitled to one vote.
- “Voting Member of the Garden” means one plot with voting power.

26. MEETING AND WORK DAYS

- **Quarterly Meetings**

- Quarterly meetings are to be held in February, May, August, and November, to be determined by the Coordinators.
- At the first Quarterly Meeting, elections will be held.

- **Special Meetings**

- Special meetings are to be held as needed, as determined by the coordinators, or by a majority vote of the entire membership.
- If feasible, membership should be notified of a special meeting fifteen days in advance.

- **Work Days**

- The coordinators are responsible for establishing dates for six workdays for the upcoming season within fifteen days of the February Quarterly Meeting.
- Each plot is responsible for contributing at least 10 hours of time to the Garden. Work days are the most efficient and effective way to do this.
- Other work on behalf of the Garden can account towards the total of 10 hours at the discretion of the Coordinators, such as (this list is not exhaustive):
 - Regular mowing of the Garden;
 - Production of the Garden Newsletter;
 - Legal work on behalf of the Garden; and
 - Ordering or monitoring the delivery of garden supplies.

27. AMENDING THE GARDEN BYLAWS

- Amendments to the Bylaws may be proposed by any Voting Member of the Garden.
- Amendments must be specific, and must demonstrate how the Bylaws read before and after the proposed change is made.
- If a Voting Member of the Garden seeks to amend the Bylaws, they must have written and signed support of at least 33% of all Voting Members of the Garden.
- The amendment must then be proposed over the electronic mailing list at least fifteen days before the next Quarterly Meeting.
- At the next Quarterly Meeting, at least two-thirds vote of the entire voting membership of the Garden must demonstrate their support for an amendment in the Bylaws.
- Once two-thirds vote of the entire voting membership of the Garden demonstrates their support of an amendment to the Garden Bylaws, then the Bylaws will be amended.
- Where the by-laws do not require the vote to be by ballot, it can be so ordered by a majority vote, or by general consent. Such motions are undebatable.

28. RELEASE AND INDEMNIFICATION

I, _____ am taking responsibility for Kingman Park Rosedale Community Garden plots listed here: _____

Please initial next to each point:

I have read and I understand the complete set of rules for the KPR Garden. Additionally,

- I agree that any work or activities I undertake in the garden I do at my own risk
- I agree to use only organic fertilizers, insecticides, or herbicides.
- I agree it is my responsibility to keep my garden plot planted, weeded, and harvested at all times and to leave my plot clean at the end of the growing season by removing all dead plant materials, and structures.

- ___I agree to weed the walkways around my plot as well as the walkways around the community plot(s) as needed.
- ___I agree to limit my planting to my personal garden plot unless additional plantings in the communal areas of the garden have been approved by the garden coordinators.
- ___I agree not to plant any illegal plants, plants that will grow beyond the confines of my plot, or plants that will grow so tall that they cast shade on the plots of others.
- ___I agree to carefully supervise any small children or visitors I bring to the garden as well take any trash I generate away from the garden.
- ___I agree to clean up after my pets. I agree to leash my dog upon request of another gardener.
- ___I agree to participate in at least four garden-wide maintenance work days per growing season.
- ___I understand that if I neglect my plot, I will be asked two times to remedy the situation, with one week time to pass between each request. I will be notified by email, phone, and mail. A week after the second time, a simple majority of the members of the garden can vote to have my plot surrendered back to the group with no reimbursement of membership fees.

Gardeners agree to use the Garden at the Gardeners' own risk, and further agree to defend, hold harmless and indemnify the landowners, the Garden members, the Garden's officers and coordinators, volunteers or assigns, from any cost, liability, damage, loss, or claim that occurs now or in the future relating to or arising out of participation in and use of the Garden by Gardeners' family members, guests, pets, or assigns. Gardeners further acknowledge full responsibility for Gardeners' own actions and the actions of Gardeners' family members, guests, pets, or assigns at all times.

Signed:

Date: