



PARKS AND RECREATION COMMISSION AGENDA REPORT

MEETING DATE: NOVEMBER 16, 2011

ITEM NUMBER: 10b

SUBJECT: COMMUNITY GARDENS

DATE: NOVEMBER 4, 2011

FROM: PUBLIC SERVICES DEPARTMENT/RECREATION DIVISION

PRESENTATION BY: DONNA THERIAULT, MANAGEMENT ANALYST

FOR FURTHER INFORMATION CONTACT: DONNA THERIAULT, MANAGEMENT ANALYST, AT
714-754-5636

RECOMMENDATION

Provide staff direction for possible recommendations to City Council.

BACKGROUND

At the September 28, 2011 Commission meeting a request was made to provide information regarding the City's Community Garden history, rules and enforcement/reassignment processes.

The City has two community gardens with a total of 102 parcels. The Del Mar Community Garden on Del Mar Avenue has been in existence for over 10 years and has 60 garden parcels approximately 15 feet by 15 feet in size. The Hamilton Community Garden on Hamilton Street was established in 2004 and it has 42 parcels of the same dimension. The parcels are rented by residents and non-residents for growing vegetables, flowers, fruits and plants. The cost to rent a parcel from January to December is \$30.00 for residents, \$60.00 for non-residents, and a one-time \$20 key deposit. Each calendar year, gardeners pay the annual fee and sign an acknowledgement that they have read and will abide by the current garden Agreement (Attachment 1) and By-Laws (Attachment 2). Both gardens are managed and monitored by the Management Analyst in the Recreation Division.

The gardeners must provide the labor, tools, seeds, plants and all other supplies, materials and equipment necessary to work and maintain the parcel, aisles and common areas. The City provides the irrigation, trash dumpster service, portable toilet service, and tree chipping (mulch) deliveries. City maintenance staff maintains the irrigation systems, fencing, kiosks, and entrance gates.

ANALYSIS

Garden parcels are held for a 12-month period, January to December and must be renewed annually. In November, the Management Analyst prepares renewal packets that are sent to all 102 gardeners. If the parcel is not renewed by the December deadline date, the parcel will be assigned to the next person on the wait list. Currently, each garden has a two-year wait list with 20-25 names on each list.

ATTACHMENT 2

Parcel fees are not pro-rated. Therefore, if a parcel is abandoned anytime after September 30th, staff will normally leave the parcel vacant until the annual renewal process in December. If a parcel were to be reassigned in October, November or early December, the applicant will pay \$30 at the time of parcel assignment and then will owe another \$30 a few weeks or months later for the next year's renewal.

Throughout the year, the Management Analyst will inspect the gardens to make sure the gardeners are complying with the garden Agreement and By-Laws. Staff will notify the gardeners by e-mail or telephone of any violations noted during the inspection. If the violation is not corrected within two (2) weeks of the date of notification, a second contact is made. Contacts will continue until the violation is corrected or 3 warning/correction contacts have been made. After the 3rd contact, a termination notice is sent via e-mail, telephone or letter and the parcel is reassigned to the next person on the wait list. The reassignment process can take as long as 2 months depending on the response from the existing gardener and the person on the wait list.

Routinely, the gardeners will dispute the violations noted during an inspection and will contact staff or management to discuss the violations and outcomes. Gardeners will, in most cases, request an extension of time to tend to the garden violation. Various reasons are given by the gardeners for the lack of gardening activity on their part. With budget and staffing cut backs, the gardens have not been inspected as often as desired.

In addition to garden inspections, annual renewals and reassignments, the Management Analyst handles the following garden duties:

- ◆ Resolves complaints from the gardeners or the garden neighbors.
- ◆ Responds to e-mails and phone calls requesting placement on the wait list or for garden information.
- ◆ Works with the Costa Mesa Sanitary District on planning composting workshops.
- ◆ Distributes Master Gardener educational workshop information.
- ◆ Conducts tours of the garden for interested groups or students.
- ◆ Organizes non-profit clean-up events when available.
- ◆ Works with the surrounding residents and homeowner's associations for vine and shrub encroachment and fence damage repair.
- ◆ Request needed maintenance/pest control services, mulch deliveries, and monitors the contracts for the portable toilet service.

Staff has contacted several surrounding cities and requested information on their garden operations (Attachment 3). The cities of Dana Point, Garden Grove, Orange, and Irvine have city owned and operated community gardens. The cities of Newport Beach, Huntington Beach, Fullerton and Santa Ana have community gardens on city owned or other public property that are managed and operated by non-profit organizations, clubs or committees. The City of Fountain Valley does not have a community garden.

ALTERNATIVES CONSIDERED

Commissioners could choose to receive and file the report and take no further action.

LEGAL REVIEW

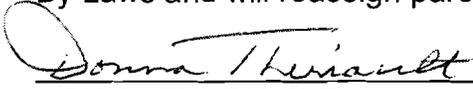
No legal review required on this item.

FISCAL REVIEW

The City provides approximately \$20,600 per year or \$200 per parcel to operate the two gardens. The majority of the cost is for staff time spent managing, inspecting, and maintaining the gardens. Revenue collected from the garden fees is \$3,450 per year.

CONCLUSION

The City of Costa Mesa has two (2) community gardens with a total of 102 parcels assigned to community members. Each parcel is renewed on an annual basis. During the year, City staff monitors the gardener's compliance with the garden Agreement and By-Laws and will reassign parcels when required.



DONNA THERIAULT
Management Analyst



ERNESTO MUÑOZ
Interim Director, Public Services
Department.

- Attachment: 1. Garden Agreement
2. Garden By-Laws
3. City Survey

CITY OF COSTA MESA
Public Services Department - Recreation Division
Community Garden Agreement

This Agreement is made this 1st day of January, 2012, by the City of Costa Mesa, a municipal corporation ("City") and "Gardener".

City has established an area for a Community Garden on property owned by the City at the address noted below. The Community Garden will be divided into parcels in an area of approximately 15 feet by 15 feet. Gardeners entering into this agreement, and when City is willing to allow Gardener to do so, are subject to the terms and conditions herein contained. Violation of this agreement and/or Bylaws shall be grounds for termination of privileges afforded to the Gardener by this Agreement.

NOW, THEREFORE, it is agreed by and between both parties hereto as follows:

1. Gardener is hereby granted the privilege, after paying required fees, (fees are not pro-rated) of using their assigned garden parcel within the Del Mar or Hamilton Community Garden.
2. Gardeners are not permitted to transfer or sell their assigned parcel to another person.
3. City will provide: Parcel for gardening, a water source, gate key, parking area (Del Mar Garden only), and trash containers as needed. Gardener shall provide: labor, tools, seeds, plants and all other supplies, materials and equipment necessary to work the parcel.
4. City shall have the right, at any time, to enter and inspect any parcel. Gardeners must maintain their parcel in a clean, neat and weed free condition at all times. **A maximum of 3 requests to clean parcel will be given. Fourth contact will be notification that your parcel will be reassigned.**
5. The City of Costa Mesa is not responsible for any notices that the gardener does not receive due to change of address, e-mail or phone number. It is the gardener's responsibility to notify the City of any change of contact information.
6. Gardeners shall follow the rules of this Agreement and the attached By-laws of the Community Garden, heretofore or hereafter, established by the Recreation Manager. If a violation is found, gardeners will be notified by e-mail, telephone or in writing of the violation. If the violation is not corrected within two (2) weeks of the date of notification, the parcel will be considered abandoned. Violation of this agreement and/or Bylaws shall be grounds for termination of privileges afforded to the Gardener by this Agreement. Termination notification will be sent via e-mail, telephone or in writing.
7. Gardener agrees to waive and release the City of Costa Mesa, its officers, agents, employees and volunteers from and against any claims, costs, liabilities, expenses or judgments, including attorney's fees and court costs arising out of participation in City Community Garden Program, or any illness or injury resulting therefrom, and hereby agree to indemnify and hold harmless the City from and against any and all claims, except illness and injury resulting directly from gross negligence or willful misconduct on the part of City or its employees. Gardener further agrees to indemnify and hold harmless the City from and against any and all claims, except illness and injury resulting directly from gross negligence or willful misconduct on the part of City or its employees made by guests, invitees or other persons coming into the Garden premises at the actual or implied invitation or consent of the Gardener. Gardener understands that City will not be responsible for Gardener's parcel or for any personal property, which Gardener may bring into the Garden.
8. The City may terminate this agreement for any reason with 30 days written notice.
9. This agreement expires on December 31, 2012.

By Signing the Garden Renewal Application form, I acknowledge that I have read the Community Garden Agreement and agree to abide by all rules and regulations.

City of Costa Mesa
Public Services Department - Recreation Division
Community Garden By-Laws

The Community Garden Program has been developed to provide gardeners the opportunity to actively grow food, flowers and plants for personal enjoyment, and not for resale.

Garden hours: Monday - Saturday, 8:00 a.m. to dusk; Sunday, 9:00 a.m. to dusk.

Motorized Equipment Cannot Be Used Before 9:00 a.m. on Saturday and 11:00 a.m. on Sunday.

1. Parcels will be assigned by the Public Services Department, Recreation Division. The City may assign parcels to community/charitable organizations as appropriate.
2. There is a limit of one garden parcel per household. Parcels must be actively gardened. Parcels not actively gardened will be reassigned after 3 warning contacts.
3. Animals are not permitted in the garden area including dogs or pets on a leash.
4. All crops grown are for personal consumption or gifts - not for commercial use or resale.
5. The City is not responsible for the theft of crops, tools, or personal belongings.
6. Gardeners may not use any type of chemical product on any parcel.
7. Alcohol consumption, and loitering in the garden after dusk is prohibited in the garden or in parking lot area.
8. All garden parcels must be kept in a clean, neat and weed free condition at all times. Gardeners must maintain the aisle way surrounding their parcel and keep them in a clean, neat and weed free condition. Gardeners are encouraged to spread bark in the aisle way to inhibit the growth of weeds, reduce dust, and cover mud.
9. All material, plants, pots, supplies, tools, bins, branches, vines, etc., must remain within the parcel boundary at all times. All aisles must be free and clear of all plants, tools, pots, etc. Plants whose growth extends into the aisle way must be kept trimmed and out of the aisle way. Gardeners are not permitted to place any item, plant or grow any seed, plant, shrub, tree, or vine on or near the garden fencing. Anything grown or placed in common areas or against the fences will be removed by the City without notice.
10. All items used in the parcel must be appropriate for gardening. Frames constructed of simple stakes, string, or prefabricated lightweight wire frames available at nurseries will be allowed. Household items such as baby gates, tires, bookcases, shelves, construction material, screen doors, mailboxes or other similar items are not permitted.
11. Private vehicles may load/unload supplies or equipment only in the common area and only for the time needed to load/unload. No vehicles are allowed in the aisles at any time.
12. Garden parcels are limited to approximately 15' x 15' boundaries. City shall, at City convenience, re-stake and verify parcel boundaries as needed. Gardeners are not allowed to extend their garden or encroach into the common area or into another parcel.
13. Trees, plants, trellis, archways, or any other item in the parcel must not exceed 6 feet in height or unreasonably cast shade onto any other parcel. If any item does cast shade or impact another parcel in any way, the gardener will trim and/or adjust the heights or take other necessary measures to eliminate the impact on the other parcel.
14. No standing water is allowed. All watering must be contained within parcel boundary, with no overflow.
15. Upon termination of garden contract, it is the responsibility of the gardener to clear the parcel. If a parcel is not cleared, the key deposit will not be refunded.
16. Violation of this agreement and/or Bylaws shall be grounds for termination of privileges afforded to the Gardener.
17. Any unsafe condition should be brought to the attention of the Recreation Division at (714) 754-5300.

ANY GARDENER WHO DOES NOT COMPLY WITH THESE BY-LAWS WILL BE ASKED TO SURRENDER THEIR GARDEN PARCEL AND GATE KEY, WITHOUT REFUND.

By Signing the Garden Renewal Application form, I acknowledge that I have read the Community Garden By-Laws and agree to abide by all rules and regulations.

Community Garden Survey

ATTACHMENT 3

Organization Name:	City of Dana Point	City of Garden Grove	City of Orange	City of Irvine	City of Costa Mesa
Numer of parcels	46 parcels - 1 location	60 parcels - 2 locations	50 parcels - 1 location	24 parcels - 2 locations	102 parcels - 2 locations
Size of the parcels	20x20 and 10x20	10x10	15 x 20	Various	15 x 15
Fee per parcel	\$75/yr for large parcel. \$35/yr for small parcel	\$45/yr	\$75/yr for City residents and \$100/yr for non-residents A \$100 one-time deposit is also required	Membership fee of \$15 plus fee based on square footage. \$17 - \$20 - \$23 - \$26	\$30/yr for City residents and \$60/yr for non-residents. A \$20 one-time key and clean-up deposit is also required
Can gardeners renew their hold on parcels indefinitely?	Yes	Yes	Yes	Yes	Yes
Is an individual gardener allowed to hold more than one parcel at a time?	No	No	Each gardener is allowed to lease as many as 3 plots each.	No	1 parcel per household. One family is grandfathered in with 2 parcels.
Are non-residents allowed to hold parcels?	No	Yes	Yes	Yes	Yes
What is the agency's annual revenue, presuming all parcels are rented?	\$2,810	\$2,700	\$4,200	\$1,000	\$2,100 for Del Mar. \$1,350 for Hamilton. Total=\$3,450
Are there any vacant parcels currently?	No	No	No	No	Yes
Is there a waiting list for future vacant parcels?	20 on the wait list	18 on the wait list	15 on the wait list	20 on the wait list	25 on each wait list
Are non-residents given a different priority than residents on the waiting list?	N/A	No	No	No	No
Who maintains the common areas (aisles, planters, parking lots, waste bins, etc.)?	City staff maintains the common area	Gardeners - monthly weed day	City of Orange Community Services Department - Parks Division	Gardeners and volunteers	City staff maintains the irrigation, fencing, trash enclosure & parking lot. Gardeners maintain common areas, aisles, etc.
Who manages the garden?	City staff	One of the gardeners voted by the other gardeners	City staff	City staff & volunteers	City staff