



# **PARKS AND RECREATION COMMISSION AGENDA REPORT**

---

MEETING DATE: OCTOBER 22, 2015

ITEM NUMBER: 8e

SUBJECT: COSTA MESA COMMUNITY GARDENS REPORT

DATE: OCTOBER 12, 2015

FROM: PARKS AND COMMUNITY SERVICES DEPARTMENT

PRESENTATION BY: TRAVIS M. KARLEN, RECREATION MANAGER

FOR FURTHER INFORMATION CONTACT: TRAVIS M. KARLEN, RECREATION MANAGER  
714-754-5052

---

## **RECOMMENDATION:**

Staff recommends that the Parks and Recreation Commission approve the proposed amendments to the existing Community Garden Bylaws to clarify current policies and set specific guidelines for Community Garden membership.

## **DISCUSSION:**

The City of Costa Mesa has two (2) community gardens that total 102 parcels combined (60 parcels at Del Mar and 42 parcels at Hamilton). These gardens were designated by the City as a self-governed entity with support provided by one (1) City employee to complete the administrative duties. In 2008, changes in Recreation staff occurred and staff support was no longer available; thus, the Community Garden Volunteer Committee was created to assist the City in managing the gardens. The volunteers have been helpful in managing the garden; however, there are concerns now with members who are not compliant with the rules and bylaws, and the amount of time it takes to reassign parcels.

When a parcel is rented or renewed, garden members read and sign the Community Garden Agreement and Bylaws which detail the rules of maintaining membership. Nevertheless there have been instances where members were not actively gardening or had abandoned their duties. In these instances, it has taken up to two months to remove inactive gardeners from their parcels and reassign the parcel to a person from the waiting list. The maximum capacity for each garden waitlist is 25 people which are consistently full, and the wait is estimated at 2-years.

Inquiries about the gardens are frequent and staff turn away interested parties because both the gardens and the waitlists are full. Since June 2015, staff have received approximately 20 inquiries about joining and have been turned away because of the current wait. After four (4) garden tours, three (3) inspections, and several conversations with current garden members, staff reviewed the bylaws and agreements and recommend that they be revised to address the current issues.

**ANALYSIS:**

The Costa Mesa Community Garden Bylaws (CGB or bylaws) and Community Garden Agreement (CGA or agreement) are similar to other cities garden policies; however they are not as specific. The current bylaws lack detail and clarity, creating a difference in interpretation which hinders the success of the community gardens for the gardeners as well as the City.

In pursuit of creating a well-developed set of rules and bylaws; staff reviewed community garden policies and bylaws for the cities of Anaheim, Buena Park, Huntington Beach, Garden Grove, Long Beach, Oakland, and San Juan Capistrano. Additionally, staff met with members of the Volunteer Committee from both gardens and received input on the proposed changes.

The goal is to clearly define the policies and procedures of the community gardens so all current and future community gardeners understand what is required to become members and maintain their membership. Revisions include, but are not limited to:

- Defining active gardening;
- Reviewing parcels and notifying members of non-compliance;
- Terminating membership – voluntarily and involuntarily; and
- Using and conserving water.

Additionally, it is recommended that there be additional requirements to maintain membership including:

- Attending community garden work parties; and,
- Following specific guidelines in regards to planting, storing materials, and composting.

The proposed amendments are as follows:

***Definition of Active Gardening***

Bylaw number eight (8) states that “all garden parcels must be kept in a clean, neat, and weed free condition...must maintain the aisle way surrounding their parcel...and must be actively gardened.”

Staff recommends the Community Garden Rules and Agreements (CGRA or rules and agreements) be modified to require members to keep their garden parcel 80 percent planted with current season edible crops (no more than 10 percent of this beneficial flowers) while the other 20 percent allows for storage of materials, garden furniture, and pathways. This will assist staff in ensuring that members are actively gardening and maintaining their parcel. There are reasonable allowances for soil resting periods and weed abatement. Allowances are granted with notification to the City including timeline of intent which will be considered active gardening as the member will still be required to monitor and remove weeds during approved “inactivity.”

Current members who have non-edible plants in their parcels such as succulents, roses, or other ornamental flowers/plants that are well kept and maintained will be allowed to continue to have such items in their parcel. If at any time these plants are not maintained the City would reserve the right to have the member remove them and plant according to the new agreements and bylaws. Through attrition staff would like to see the community garden become a full edible garden with limited use of beneficial flowers and no trees, or ornamental plants or succulents within individual parcels.

The proposed CGRA would also require the continuous harvesting of crops (not allowing them to go to rot) as well as removal of weeds, grasses, and diseased or pest-infested plants. The proposed CGRA also requires members to maintain the aisles north and east of their parcel. In order to allow for staff and Community Garden Volunteer Committee (VC or committee) members to properly enforce such policies, volunteers will need to clearly identify when members can expect inspections. The proposed CGRA has been written so that members can be fully aware of the review and notification processes and termination/reassignment process due to non-compliance.

#### ***Parcel Reviews and Notification of Non-compliance***

CGA number four (4) states that the City can “at any time...enter and inspect any parcel” and that “parcel[s] left unattended for thirty (30) days will be reassigned.” Bylaw number eight (8) also states that “parcels not actively gardened for thirty (30) days will be reassigned.” Section 6 of the CGA discusses the process of notification of parcel violations.

Staff recommends the addition of garden reviews and inspections into the CGRA stating that reviews will be occurring a minimum of every four (4) weeks during which the VC will inspect parcels and surrounding aisle ways for non-compliance. If a parcel is found out of compliance with CGRA, the VC will notify City staff. City staff will then notify members of their violation and provide up to two (2) weeks for correction depending on the severity of the infraction. If the infraction is corrected, the member will be granted the ability to continue to garden. In the event that the infraction is not corrected within 30 days of the original notification, the parcel will be considered abandoned and reassigned.

It is the goal of the City to expedite the process of correcting infractions and determining if a member is ready to voluntarily give-up their membership or has abandoned their parcel. At present time it can take up to six (6) weeks to consider a parcel abandoned which extends the time it takes to clear and prepare the parcel for the next person on the waitlist.

#### ***Membership Termination – Voluntary and Involuntary***

CGB discusses termination of membership under bylaws 15 and 16. Bylaw 15 states that it is the gardener’s responsibility to clear their parcel at the end of their membership or they will not be refunded their deposit. Bylaw 16 states that “violation of [the CGB or CGA] shall be grounds for termination” of membership. Additionally the end of the bylaw document states that “any gardener who does not comply with [the] bylaws after being properly notified will be required to surrender their garden parcel and gate key, without refund.”

Section 6 of the CGA also discusses the process of notification of parcel violations (detailed above) and indicates that the City will notify the member via email, telephone call, or in writing. Method of notifications and communication between City and gardeners will remain the same.

Membership termination remains the same except for the recommendation that receipt of three (3) violations within one calendar year will result in involuntary termination of membership and forfeiture of key and clean-up deposit. In the event of voluntary termination, the member will receive the key deposit if key is returned, and the clean-up deposit if the parcel is completely cleared and prepped for the next member.

#### ***Use and Conservation of Water***

The bylaws are the only place water use is mentioned in the CGB or CGA and is limited to prohibition of standing water and overflow of water from one parcel into another parcel or the common area.

Section four (4) of the proposed CGRA addresses that members shall conserve water at all times by hand watering only, using a nozzle with an automatic shut-off. Additionally, it is recommended that the member be required to ensure water is turned off before leaving, that there is no overflow, and to report issues with irrigation to the City immediately.

#### ***Attending Community Garden Work Parties***

There are no current bylaws or agreements that require current members to participate in the common area community service of any kind. City staff has relied on current members, volunteers, and staff allocated to other program areas to do routine maintenance and clearing of parcels. This includes clearing and preparing abandoned parcels, weeding and mulching the common pathways, and performing other various tasks to keep the gardens safe and welcoming to members. Such work has been done on the weekends or after work hours. Carrying out such tasks is not an issue for City staff; however, there are no funds or staff hours allocated for such purposes at this time.

Staff found that five (5) of the seven (7) cities surveyed require gardeners to commit to a specific number of community service hours dedicated towards maintenance of the community garden outside of their individual parcel. Anaheim requires eight (8) hours with an option to pay \$20 per hour not served, Long Beach four (4), Huntington Beach four (4), Garden Grove 12, and Oakland 20 hours.

Staff recommends that there be a minimum of three (3) 2-hour work parties scheduled annually and require that members attend at least two (2) work parties for a total of four (4) hours served each calendar year. Due to the physical nature of gardening itself, staff does not recommend that service hours be waived or be provided an option for payment in lieu of hours. Staff are open to allowing those members with extenuating circumstances to provide service to the gardens in other ways such as manning the welcome tables for the work parties or other less strenuous types of tasks during work party hours.

***Following Specific Guidelines***

Staff recommends the CGRA to include specific guidelines that shall be followed by the members in regards to member conduct while in the gardens, plants that are banned from being planted in the gardens, materials used within the gardens, and the requirements that plants and materials that are used within the gardens must follow. Such guidelines are recommended for the safety of the members and their visitors as well as the success of the gardens themselves.

For example, prohibition of plants that are poisonous, toxic, or illegal; or plants that are invasive such as morning glory, grasses, and mint which can spread and overtake parcels throughout the garden.

**FISCAL ANALYSIS**

Currently, the budget for the gardens is included in the Parks and Community Services – Recreation Department Administration budget. There is no fiscal impact as a result of these recommendations. City staff will be breaking out the costs in the FY 16-17 budget including recommending for funding for replacing various materials and garden features.

**ALTERNATIVES TO CONSIDER**

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

**CONCLUSION:**

Staff recommends that the Parks and Recreation Commission approve the proposed amendments to the existing Community Garden By-Laws to clarify current policies and set specific guidelines for Community Garden membership.



TRAVIS M. KARLEN  
Recreation Manager



TAMARA S. LETOURNEAU  
Assistant Chief Executive Officer

- ATTACHMENT
1. Current Community Garden Bylaws
  2. Proposed Community Garden Rules and Agreements



CITY OF COSTA MESA • PARKS AND COMMUNITY SERVICES DEPARTMENT • COMMUNITY GARDENS

## 2015 COMMUNITY GARDEN AGREEMENT

This Agreement is made this 1st day of January, 2015, 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 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), portable toilet service and trash dumpster service. 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 parcel left untended for thirty (30) days 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, 2015.

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



CITY OF COSTA MESA • PARKS AND COMMUNITY SERVICES DEPARTMENT • COMMUNITY GARDENS

## 2015 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.*

**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.
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, smoking, and loitering in the garden after dusk are 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. Parcels must be actively gardened. Parcels not actively gardened for thirty (30) days will be reassigned.
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 or common areas without the City's permission.
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/clean-up 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 AFTER BEING PROPERLY NOTIFIED WILL BE REQUIRED TO SURRENDER THEIR GARDEN PARCEL AND GATE KEY, WITHOUT REFUND.**

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



CITY OF COSTA MESA • PARKS AND COMMUNITY SERVICES DEPARTMENT • COMMUNITY GARDENS

## COMMUNITY GARDEN RULES AND AGREEMENTS

*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.*

### I. INTRODUCTION

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 are subject to the terms and conditions herein contained. Violation of this agreement and/or Community Garden Rules shall be grounds for termination of privileges afforded to the Gardener by this Agreement.

### II. GARDEN PURPOSE

*The Community Garden Program has been developed to provide gardeners the opportunity to actively grow food, flowers, and plants for personal enjoyment.*

### III. ELIGIBILITY REQUIREMENTS

A. To become a member and maintain membership, you must:

1. Be a current resident of the City of Costa Mesa. Business addresses and post office boxes are not accepted. Proof of residency must be provided at the time of application and upon annual renewal. Acceptable forms of verification are:
  - i. California driver's license, California identification card, AND
  - ii. A current utility bill with a Costa Mesa address. Acceptable bills include: gas, water, electricity, or refuse.
2. Sign a Community Garden Agreement and abide by the current Bylaws, Rules, and Agreements of the Costa Mesa Community Gardens.
3. Be assigned a parcel and actively garden the parcel (refer to sections IV, V, VI).
4. Perform a minimum of four (4) hours of community service at the Community Gardens annually (refer to section VII).
5. Remain current with dues and fees (refer to section XIII).

B. Special Notes Regarding Membership

1. Parcels will be assigned by the Parks and Community Department.
2. There is a limit of one (1) garden parcel per Costa Mesa household address.
3. The City may assign parcels to community/charitable organizations as appropriate.
4. Gardeners are not permitted to sell, transfer, or sublet their assigned parcel to another person.
5. Each member shall keep the City notified of his/her most current contact information, including address, telephone number, and email address. Any correspondence mailed or emailed to the members' address on file (physical or email) is considered delivered.
6. Upon the death of a member, the spouse or partner at the same address only (no exceptions) may take over the parcel and becomes a member in their own right.



## COMMUNITY GARDEN RULES AND AGREEMENTS

### IV. MEMBER CODE CONDUCT

#### A. Members shall:

1. Abide by all hours of operation. 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.
2. Read email and mail correspondence for current information.
3. Supervise children and stay with them at all times.
4. Properly use community garden equipment, returning it clean and wheelbarrows empty.
5. Conserve water at all times.
  - i. Stay with the hose while watering.
  - ii. Must be done by hand using ONLY nozzles with automatic shut-off.
  - iii. All watering must be contained within the parcel boundary, with no overflow.
  - iv. Ensure water is turned off before leaving.
  - v. Report problems with water and hoses to Volunteer or City immediately
6. Be allowed to bring private vehicles to load/unload supplies or equipment in the common area only and only for the time needed to load/unload.

#### B. Members shall not:

1. Sell or use garden produce for profit.
2. Bring vehicles into the aisles at any time.
3. Bring animals into the garden (including animals on leashes or leaving pets in vehicles).
4. Allow children or guests to wander into neighbors' gardens or common areas.
5. Enter another member's garden without written permission. Removal of any item (crop, plant, tool, etc.) that is not yours is considered theft and cause for permanent loss of membership.
  - i. The City is not responsible for the theft of crops, tools, or personal belongings.
6. Destroy or damage any other member's property or property of the Community Garden.
7. Consume alcoholic beverages or smoke in the garden.
8. Loiter in the garden after dusk.

### V. GARDEN PARCEL REQUIREMENTS

#### A. Members shall:

1. Keep garden parcel completely planted and harvested with new vegetables of the season (token planting and cover crops are not allowed); do not allow crops to go to rot.
2. Plant at least 80 % of their parcel with edible crops (up to 10% beneficial flowers). The other 20% may include:
  - i. pathways,
  - ii. one plastic storage container,
  - iii. two made-for-garden plastic or composite garden chairs or small bench,
  - iv. two approved composting containers (refer to section X)



## COMMUNITY GARDEN RULES AND AGREEMENTS

NOTE: if an item such as a trellis is used to support a growing crop it is considered part of a planted crop. If not in use it will be counted as part of your 20% unplanted parcel.

3. Keep their parcel in a clean, neat and weed free condition at all times. To avoid the spread of disease, take reasonable steps to prevent and control disease and pests by
  - i. Removing weeds and grasses
  - ii. Trimming or removing diseased and/or pest-infested plants
4. Be allowed to use neutral fertilizers only. Packaged soil amendments must be labeled as organic and/or must not list any synthetic ingredients. No chemical products allowed.
5. Keep all material, plants, pots, supplies, tools, bins, branches, vines, etc. within the parcel boundary at all times.
6. Keep parcel boundaries at their original placement and their paths at their original width.
  - i. Garden parcels are limited to approximately 15' x 15' boundaries; the City shall, at City convenience, re-stake and verify parcel boundaries as needed.
7. Keep boarder boards visible at all times and free of soil, chips, and plants; keeping parcel markers clear and readable as well.
8. Maintain the north and east aisle way surrounding their parcel and keep them in a clean, neat and weed free condition.
  - i. Keep all aisles free and clear of all objects including tools, pots, and plants.
  - ii. Must trim any plants whose growth extends out of the parcel boundary and extends into the aisle way.
9. Place refuse in dumpsters provided. Any materials larger than container must be cut down to fit inside dumpster.
10. Arrange for someone to care for your parcel when necessary (i.e., during vacation or illness). The City and Garden Volunteer Committee is not responsible for maintaining any member's assigned parcel.

### B. Members shall not:

1. Extend their garden or encroach into the common area or into another parcel.
2. Must be actively gardened. Parcels not actively gardened for thirty (30) days will be reassigned.
3. Use any type of chemical product on any parcel including
  - i. Synthetic pesticides, fungicides, and fertilizers
  - ii. herbicides
4. Keep all items, including trees, plants, trellis, archways, etc in the parcel shorter than six (6) feet in height
5. Not allow any plant or item to 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.



## COMMUNITY GARDEN RULES AND AGREEMENTS

- 6. Place any item, plant or grow any seed, plant, shrub, tree, or vine on or near the garden fencing or common areas without the City's permission.

### VI. EQUIPMENT AND SPECIFIC PLANT RULES

- A. Members are allowed
  - 1. To build or use frames constructed of simple stakes, string, or prefabricated lightweight wire frames available at nurseries.
  - 2. To store one (1) storage container within their parcel for tools and supplies and must be designed for outdoor use and weather resistant and should be no taller than 3.5 feet.
- B. Members are not allowed
  - 1. To build or use trellises and plant supports taller than six (6) feet tall; trellises or supports creating too much shade on neighboring parcels will need to be removed.
  - 2. To bring or use household items such as baby gates, tires, bookcases, shelves, construction material, screen doors, mailboxes or other similar items.
- C. Seasonal rule: To help control diseases that can persist from overwintering plants, all tomatoes, peppers, and eggplants must be removed from all parcels before December 1 and are not to be planted until after March 1.
- D. Plants and vegetables that are invasive, toxic, have the potential for spreading plant diseases, harboring damaging insects, or causing physical harm are NOT ALLOWED for use in the Costa Mesa Community Garden. These plants include but are not limited to:

Bamboo	Datura	Passion Fruit	Mint
Cactus/Succulents*	Four O'Clock	Petunia	Morning Glory
Castor Oil Plant	Horseradish	Plumeria*	Sugar Cane
Calendula	Illegal Plants	Potato*	Trees*
Dandelion	Poisonous Nightshade	Roses*	Volunteer Tomatoes
Datura			

\*Cactus, succulents, roses, potatoes, plumeria, and trees that are already planted in a garden parcel will be grandfathered in and removed as members leave the garden. The City may require removal of any of these grandfathered plants in the event that they are not properly maintained.

### VII. COMMUNITY SERVICE

- A. Community service work parties are scheduled throughout the year to help maintain the common areas of the community gardens.
- B. Each member (parcel) must attend two (2) work parties per year, giving four (4) hours of service to the common areas.
  - 1. Hours are prorated if joining after July 1 each year, those members (parcels) will be required to give two (2) hours of community service to the common areas.
- C. Community service work parties will:
  - 1. Be scheduled at least four (4) times a year and will be posted on the bulletin boards three (3) weeks in advance.



## COMMUNITY GARDEN RULES AND AGREEMENTS

2. Be scheduled on various days of the week for two (2) hours.
3. Check-in will begin 15 minutes before the two hours begins. Members must stay the entire two hours to earn credit for service. At the end of two hours, members will be provided with a receipt of service.
4. No one under the age of 18 may be present during or working during work parties.
5. No personal gardening is allowed during work parties.
6. Members will be required to wear closed toed shoes, gloves, and appropriate clothing during work parties.
7. Community service must be completed on or before the final work party of the year which will be held at the beginning of December each year. There will be no carry over from year(s) prior, and there can be no grace period or waiver allotted for any members.

### VIII. GARDEN REVIEWS

- A. Approximately every four (4) weeks, a garden inspection will be conducted by the Community Garden Volunteer Committee and/or City staff to identify any parcels out of compliance with the Community Garden Rules and Agreements.
- B. Parcels that are not compliant shall receive notification via email or US Postal Service if email is not available of non-compliance. Notice may be a correction notice, or notice of termination (due to repeated correction notices).
  - i. Correction notices will allow for two (2) weeks for correction from the date of the notice, at which point a correction inspection will take place.
  - ii. Termination notices (see section XII) will be emailed or mailed to members.

### IX. HOSE USE AND REPLACEMENT

- A. Maximum length of 50 foot hoses are allowed.
- B. Hoses must be stored, wound and hung properly on hose hangers without kinks and in concentric rings.
- C. Report problems with hoses, hose hangers, and water sources to Volunteer or City immediately.
- D. Hose replacement (purchase and cost) is the responsibility of the gardeners that share a common water source.

### X. COMPOST CONTAINERS AND COMPOSTING

- A. Composting must be done in covered containers, open composting (in soil) is not permitted.
- B. Members shall not have more than two (2) compost containers per parcel.
- C. All crops in composter must be covered with dirt or manure to deter insects and animals.
- D. Members shall not use meat scraps or weeds in composters.
- E. Compost is considered part of your 20% non-planted area of the parcel.

### XI. COMMON AREAS

- A. Please respect your fellow garden members and surrounding garden neighborhood(s)
  1. No amplified music is allowed in garden
  2. Be sure to clean up after yourself and make sure refuse makes its way into the trash containers
  3. Contact your volunteer committee or the City if you notice anything that needs repair



CITY OF COSTA MESA • PARKS AND COMMUNITY SERVICES DEPARTMENT • COMMUNITY GARDENS  
**COMMUNITY GARDEN RULES AND AGREEMENTS**

**XII. TERMINATION OF MEMBERSHIP**

A. Voluntary or involuntary termination:

1. Member must notify the City, in writing, of their intent to give up membership.
2. Upon termination of garden contract (voluntary or involuntary), member will be notified when parcel must be cleared of personal belongings and prepare for the next member.
3. The gardener must clear the parcel.
  - i. If the parcel is not cleared, the clean-up deposit will not be refunded.
4. The gardener must return the gate key.
  - i. If the key is not returned, the key deposit will not be refunded.

B. Termination based on violations

1. Gardeners will be notified by e-mail, telephone or in writing of the violation.
2. If the violation is not corrected within two (2) weeks of the date of notification, the parcel will be considered abandoned.
3. Violation of this agreement and/or Bylaws shall be grounds for termination of privileges afforded to the Gardener by this Agreement.
4. Termination notification will be sent via e-mail, telephone or in writing.
5. If the violation is not correction within 30 days of original violation notice, garden will be considered abandoned and reassigned, and forfeiture of key and clean-up deposit.
6. Receiving three violations in one agreement period (January to December) will result in immediate termination of membership, and forfeiture of key and clean-up deposit.

**XIII. DUES AND FEES**

A. Annual dues are \$60.00 for residents of Costa Mesa

1. Dues are paid for membership of January 1 through December 31 of each calendar year.
2. Dues must be paid no later than December 1 of the year prior to renewal year.
3. Members who are not renewed by December 1 of current year for following year will be considered as ending contract and by December 31 must have:
  - i. Cleared parcel entirely,
  - ii. Removed personal belongings,
  - iii. Returned garden key to Recreation to be considered for refund of deposit paid.
4. There are a few members who are grandfathered in and are non-residents; those members will pay \$120.00 per calendar year of membership.

B. One time key deposit of \$20.00.

1. Replacement keys may be purchased for \$25.00
2. Deposit returned upon termination for each key returned (see section XII)

C. One time clean-up deposit of \$100.00.

1. Deposit returned upon termination for complete clean-up of member parcel (see section XII)