

**COUNCIL POLICY
CITY OF CHULA VISTA**

SUBJECT: COMMUNITY GARDENS POLICY	POLICY NUMBER	EFFECTIVE DATE	PAGE
	841-01	2/23/10	1 OF 8

ADOPTED BY: Resolution No. 2010-043

DATED: 2/23/10

AMENDED BY:

BACKGROUND

The City of Chula Vista recognizes community gardens as a valuable recreation activity that can provide community members access to fresh, nutritious produce, and low-intensity physical activity. Community gardens ~~an~~ can also foster environmental awareness, positive social interaction, and community education, all while bringing added food security to the community through the development of local food sources. The City has the ability to foster the creation of community gardens by permitting the establishment of such gardens on ~~its vacant~~ City owned lands, including the public right of way.

PURPOSE

This policy provides to the City Manager or ~~his~~ their designee the authority and guidance to implement and approve the use of city-owned ~~vacant~~ land, ~~not~~ including city owned vacant land, passive/non-programmed recreational park space, and other City property (e.g. public right of way) at the City's discretion to establish community gardens (collectively "City Community Garden Sites"). This policy further details the procedure and requirements for the establishment of community gardens on ~~city owned vacant land~~ City Community Garden Sites.

POLICY

I. COMMUNITY GARDEN AND COMMUNITY PARTICIPATION

The City may allow the placement and use of community gardens on city-owned vacant land, passive/non-programmed recreational park space, and other City property ~~not including city owned parks (e.g. public right of way) at the City's sole discretion~~, as approved by the City Manager or designee. The City Manager or designee has sole and unfettered discretion as to whether or not to allow the creation of a community garden on city owned vacant lands pursuant to this Policy. For the purposes of this policy, when approval is required by the "City," it means approval by the City Manager or ~~his~~ their designee, unless otherwise indicated.

A community garden, if permitted by the City, must be organized and operated by a "Community Group," which may include local civic associations, non-profit agencies, gardening clubs, homeowners associations, or even a group formed for the purpose of establishing a garden. The Community Group must have and be able to demonstrate, to the satisfaction of the City, the capacity to effectively administer and operate the proposed community garden. The Community Group must have the support of the community where the garden is proposed as detailed further below. Each Community Group may only operate one community garden unless otherwise approved by the City.

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Community gardens are to be utilized by the recognized Community Group to produce annual fruits, vegetables, and flowers for use of group members, the City of Chula Vista, other non-profit agencies or groups or any other public agency approved by the City. Individual gardeners may sell their produce off-site, but it is not intended that the use of a community garden on City property be solely for business and/or for-profit endeavors. A community garden should promote environmental education, healthy diets, and encourage the involvement of all citizens ~~who do not have a privately owned (residential) plot for gardening activities.~~

Community gardens are a public resource, and as such, garden membership and participation must be equally open and accessible to all, in compliance with the Americans with Disabilities Act (ADA). The garden site plan prepared by the Community Group shall consider, but not be limited to, ADA compliance in terms of ingress/egress to, ~~and from,~~ and within the garden site, the need for raised planter beds, access to water supplies, and communication needs. The Community Group shall also identify a person as a point of contact for ADA coordination and compliance. The Community Group shall be responsible for and bear any and all costs to ensure ADA compliance. ~~The City, in its discretion, may assist the Community Group with the group's ADA obligations.~~

In addition to any obligation under this policy, Community Groups and individual gardeners must abide by all federal laws, state laws, and/or City of Chula Vista Charter requirements, ordinances, resolutions, and/or policies.

II. THE PROCESS FOR COMMUNITY GARDEN ESTABLISHMENT

The following steps are required to request the establishment a community garden:

1. The Community Group must complete a ~~written proposal~~ City Community Garden Site Application ("Application"), as provided in substantial form as Attachment 1, to establish a community garden. ~~The written proposal must contain~~ Application requires the following information:

- a. A description of the community group, including a point of contact;
- b. A description of the community group's ability to effectively administer and operate a community garden;
- c. A proposed ~~survey~~ City Community Garden site to place the community garden. The City may assist the community group in locating a potential Community Garden Site;
- d. The signatures of ~~30 households within the proposed survey site obtained after a community consultation process immediately surrounding neighboring households or businesses to the proposed City Community Garden Site, as further specified in the Application. The amount of signatures required under this section may be increased by the City indicating that the~~

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~~proposed community garden is supported by the community (the amount of signatures required under this section may be reduced by the City, so long as there are sufficient signatures, in the opinion of the City, that reflect to ensure that there is community support for the community garden); and~~

- e. Any other information requested by the City.

If more than one community group submits an application to establish a garden in the same area, garden approval will be awarded on a first-come, first-served basis to the group whose complete application is received first. The City, in its sole discretion and when possible, will assist the Community Group that did not prevail to locate alternate sites.

2. ~~The application must include a community garden site plan that will include, but not be limited to, the layout and size of the plots, location of water sources and drainage, detailed plans for ADA compliance, and indicate any proposed structures or fences. The City must approve all community garden site plans. The site plan shall be subject to the following limitations:~~

- ~~a. No structures or barriers to general public access can be erected, excepting fences as detailed below, raised/ accessible planting beds, shared composting facility as per IV.3.e below, plant supports, and trellises, public art, rain barrels and benches. Structures must be mobile, or will require specification in the user agreement that such structures will be disassembled and removed by the community group managing the site at the termination of the user agreement.~~
- ~~b. Fences shall not exceed six (6) feet in height and should be constructed of wood, chain link, or ornamental metal. No fence shall be installed without review and approval by the City.~~
- ~~c. ADA accessibility should be clearly shown on Garden Site Plan.~~
- ~~d. Any other limitations imposed by the City.~~

3. ~~The proposal-Application~~ will be submitted to the City's ~~Public Works~~Development Services Department, which will act as the lead in garden establishment and ~~supervision for the City~~determining appropriate department review and oversight.

34. The City will endeavor to accept or reject the ~~proposal-Application~~ within 30 days of submittal. The City has sole and unfettered discretion as to whether or not to accept or reject the creation of a community garden on ~~city-owned vacant lands~~City Community Garden Sites. ~~If the proposal is accepted, the City will prepare a list of potential sites as close as possible to the requested area. The City will develop this list according to a range of criteria, including, but not limited to, long-term plans for the area, absence of toxic contamination, and/or any other criteria established by the City.~~

4. ~~The City and Community Group will meet to decide on a location for the garden, choosing from the~~

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~~sites selected in step 3.~~

~~5. The Community Group will develop an initial community garden site plan that will include, but not be limited to, the layout and size of the plots, location of water sources and drainage, detailed plans for ADA compliance, and indicate any proposed structures or fences. Thereafter, the City will assist the Community Group to develop a final community garden site plan. The City must approve all community garden site plans. The site plan shall be subject to the following limitations:~~

- ~~a. No structures or barriers to general public access can be erected, excepting fences as detailed below, raised/ accessible planting beds, shared composting facility as per IV.3.e below, plant supports, and trellises, public art, rain barrels and benches. Structures must be mobile, or will require specification in the user agreement that such structures will be disassembled and removed by the community group managing the site at the termination of the user agreement.~~
- ~~b. Fences shall not exceed 3 feet in height and should be constructed of wood, chain link, or ornamental metal. No fence shall be installed without review and approval by the City.~~
- ~~c. ADA accessibility should be clearly shown on Garden Site Plan.~~
- ~~d. Any other limitations imposed by the City.~~

~~5. After a site is selected and site plans have been completed, the City will ~~conduct a~~determine the applicability of CEQA ~~review~~ for the site to ensure that environmental impacts of the gardens are addressed. The Community Group is responsible for any and all costs of CEQA compliance, specifically the City may require reimbursement of its expenditures in this regard. ~~The City, in its discretion, may assist the Community Group to meet its CEQA obligations under this policy.~~~~

~~6. The Community Group must agree to administer and operate the gardens according to a User Agreement, refer to Section IV. Community Garden Site User Agreement (“User Agreement”), which will extend a limited and revocable license for use of the city-owned vacant land to the community group.~~

III. COMMUNITY GARDEN MAINTENANCE GUIDELINES

All community gardens will be developed and maintained at no cost to the City of Chula Vista, have a minimal amount of impact on City of Chula Vista staff time and resources, and will be operated by volunteers from the community. The City, in its sole discretion, may assist the Community Group on a case-by-case basis.

During the first season, the City of Chula Vista’s Public Works Department may assist the recognized group in the preparation of the garden site by the following:

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- a. Removing grass
- b. Turning the soil
- c. Adding compost
- d. Adjusting irrigation systems.

If the City elects not to assist in the above activities, the Community Group is responsible for the completion of such activities.

The Community Group will be responsible for all garden activities including, but not limited to:

- a. Installation and maintenance of all community garden facilities;
- b. Maintain the garden's cleanliness and tend to weeds, particularly from January to March, when weeds are prevalent;
- c. Compliance with the ADA;
- d. Paying utility costs such as water or electrical bills, if any;
- e. Collecting allotment charges from plot users;
- f. Keeping record of all revenues and expenses incurred by the community garden to be forwarded to City of Chula Vista Finance Department annually on or before April 15th; and
- g. Any other responsibility required or assigned by the City.

IV. COMMUNITY GARDEN SITE USER AGREEMENT

If a Community Group is allowed by the City to create a community garden on ~~city-owned vacant land~~ Community Garden Site, the Community Group and individual gardeners must agree to adhere to a Community Garden Site User Agreement ("User Agreement"), as provided in substantial form in Attachment 2. The User Agreement is a limited and revocable license and does not create for the Community Group, individual gardener/participant, or any person or entity any form of property right or interest to the ~~city-owned vacant land~~ Community Garden Site, including, but not limited to, an easement, ownership interest, tenancy, adverse possession, or lease. Failure to abide by the terms of the User Agreement may result in termination of the User Agreement and community garden use. The City Manager or designee and the City Attorney or designee must approve the User Agreement. The City or the City Attorney, in their sole and unfettered discretion, may require and include any and all terms it deems appropriate in a User Agreement. The User Agreement must include, at a minimum, the following terms:

1. GENERAL TERMS:

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a. The term of the agreement will be for a period of no more than five years. However, the City, in its sole discretion, may ~~increase-extend~~ or decrease the period of the term. If a change in the term is made, the City will provide written notice at least 30 days before the term ends. The Community Group must agree to continuously use the Community Garden Site for the Community Garden and that the City may enter the site at any time, with or without notice, to ensure compliance with the User Agreement.

b. Acknowledgement and agreement that the User Agreement is a limited and revocable license and does not create for the Community Group, individual gardener/participant, or any person or entity any form of property right or interest to the ~~city-owned vacant land~~ City Community Garden Site, including, but not limited to, an easement, ownership interest, tenancy, adverse possession, or lease.

c. The City may require insurance and indemnification from the Community Group. If so, the requirement shall be under terms required by City Risk Management and/or the City Attorney's Office.

d. The requirement that all participants sign liability waivers under terms specified by the City Attorney's office.

e. Terms specifying the right of the City to terminate the User Agreement at any time and for any reason. The City may, when possible, give thirty (30) days written notice of its decision to end the User Agreement. The written notice need not provide a reason for the terminating the User Agreement. It shall simply provide the date by which community garden activities must cease and the garden site must be returned to its preexisting condition.

f. Terms stating that the City will not be liable or responsible for damages or claims of any type by or from any person or entity, including and not limited to, damages or claims resulting from participation in the community garden or terminating User Agreement.

2. COMMUNITY GROUP AND PARTICIPANT TERMS:

a. The Community Group shall provide that allotments of space must be made from a waiting list on a first come, first serve basis.

b. Membership in the recognized Community Group, and the opportunity to be allotted a plot, must be open to any resident of the community.

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c. The Community Group may share costs to operate the community garden among its participants. To this end, the Community Group may require participants to pay a portion of the cost to operate the community garden, hereinafter "Allotment Charges." Allotment Charges may cover the yearly watering, maintenance, and site improvement costs, unless otherwise determined by City of Chula Vista. Allotment Charges charged to gardeners shall not exceed the amount necessary to cover the normal operating costs of the garden. Records of Allotment Charges to gardeners and expenses will be kept and forwarded to the City of Chula Vista Finance Department to ensure correct use of monies at the same time as records of revenues and expenses. Allotment Charges must be approved in advance of invoicing by the City, at a time frame determined by the City. The City may require that the Allotment Charges charged to gardeners be reduced or eliminated. Allotment Charges may not include any salary or similar compensation to any person acting in a position of or similar to a manager for the operation or management of the community garden – all persons participating in the community garden shall be volunteers. The community garden shall be a non-profit endeavor.

d. In addition to any obligation under this policy, Community Groups and individual gardeners must agree to abide by all federal laws, state laws, and local ordinances, resolutions, or polices.

3. CITY COMMUNITY GARDEN SITE TERMS:

a. A description of the pre-existing conditions of the approved garden site, the requirement that at the end of the User Agreement that the garden site be returned to its original condition (to the satisfaction of the City), and the requirement for payment of damages if the site is not returned to its original condition

b. Hours of operation will be from 8:00 a.m. until sunset. The City, in its sole discretion, may increase or reduce the hours of operation.

c. Language stating that members will only be able to sell the produce of their community garden plots off-site.

d. Only organic cultivation is to be allowed on community garden sites. No pesticides or chemical fertilizers are to be used.

e. Each garden will be required to have a shared composting area, which will avoid a build up of waste and to enhance soil fertility in future seasons.

f. The recognized Community Group and individual gardeners must adhere to maintenance standards

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set forth by City of Chula Vista.

V. ADDITIONAL ITEMS

As progress is made on the creation of community gardens on city-owned vacant lands, the City may explore expanding Community Gardens to other locations.

The City Manager, in his or her discretion, may develop and require additional terms and/or conditions not provided for in this policy to ensure the effective implementation of this policy for the City of Chula Vista.

ATTACHMENTS

1. City Community Garden Site Application
2. Community Garden Site User Agreement



CITY COMMUNITY GARDEN SITE APPLICATION

This application is for the proposal of a Community Garden on City owned land per the guidelines stated in Council Policy 841-01.

Applicant: The following information shall be provided for City review and approval prior to issuance of a City Community Garden Site User Agreement. This Application must be accompanied by an initial community garden site plan that includes, at a minimum: the layout and size of the plots, location of water sources and drainage, detailed plans for ADA compliance, and indicate any proposed structures or fences.

Please Complete all applicable non-shaded areas.

1. Community Garden Site Organizer (APPLICANT CONTACT INFORMATION)

Applicant Contact Name _____

Street Address of Applicant _____

City _____ State _____ Zip Code _____ Phone # _____

Email _____

2. Community Garden Organization (GROUP DESCRIPTION)

Group Name _____

Please provide a description of the community group and a description of the community group's ability to effectively administer and operate a community garden [e.g., your experience in community gardening and financial capability to maintain garden].

3. Community Garden Site (PROPOSED COMMUNITY GARDEN SITE)

Street Address of Site _____ Zip Code _____

Description of Proposed Location _____

Plot Size in Acres _____



4. NEIGHBOR AWARENESS SIGNATURES

You must obtain the signatures of adjacent neighbors (owners, not tenants) showing that they have been made aware of the application. Neighbors included should be those immediately to the right and left of the property and three neighbors in front and behind the proposed site. **When obtaining Neighbor Awareness signatures, you should allow them to review this application and associated site plan prior to signature.** The City reserves the right to request additional signatures after initial review.

Street Address: _____
Owner Name: _____
Signature _____
Date: ___/___/___

Street Address: _____
Owner Name: _____
Signature _____
Date: ___/___/___

Street Address: _____
Owner Name: _____
Signature _____
Date: ___/___/___

Street Address: _____
Owner Name: _____
Signature _____
Date: ___/___/___



Street Address: _____
Owner Name: _____
Signature _____
Date: ___/___/___

Street Address: _____
Owner Name: _____
Signature _____
Date: ___/___/___

Street Address: _____
Owner Name: _____
Signature _____
Date: ___/___/___

Street Address: _____
Owner Name: _____
Signature _____
Date: ___/___/___

* Note: Garden approval will be awarded on a first-come, first-served basis.



5. AMERICANS WITH DISABILITIES ACT (“ADA”) COMPLIANCE

You are required to have a designated a point of contact for ADA coordination and compliance.

ADA Contact Name _____

Street Address of Applicant _____

City _____ State _____ Zip Code _____ Phone # _____

Email _____

6. ADDITIONAL INFORMATION

Do you plan on selling the produce you harvest from this garden at/to an off-site location? Y N

(If yes, a business license and other applicable County approvals may be required.)

How many users do you anticipate gardening in the Community Garden? _____

What is the proposed water source? _____

Do you anticipate any small and temporary structures? Describe:

7. AUTHORIZATION

Community Groups and individual gardeners must abide by all federal laws, state laws, and/or City of Chula Vista Charter requirements, ordinances, resolutions, and/or policies. By signing below you are indicating the identified community group would be prepared to enter into a Community Garden Site User Agreement, including a waiver by each participant and meet all requirements of a User Group including those identified in Council Policy 841-01.

Print Applicant Name _____

Applicant Signature _____

Date _____

GARDEN SITE PLAN CHECKLIST

Community Garden Site Plan that includes:

- Plot layout
- Plot size
- Location of water sources
- Drainage
- ADA Compliance & Accessibility
- Vicinity map
- North Arrow
- Proposed (nonpermanent/removable) structures
- Bar Scale
- Proposed fences (i.e., wood, chain-link, or ornamental metal)

GRAY AREAS FOR STAFF USE ONLY



Community Garden Site User Agreement

PURPOSE:

The City allows community gardens (via a license agreement) on its property pursuant to its Community Garden Policy. To participate in a community garden authorized by the Community Garden Policy, this Community Garden Site User Agreement and individual Participation/Use Community Garden Waiver must be executed.

DEFINITIONS:

- A “Community Garden” is defined as a single piece of land gardened collectively by way of designated plots. Each plot is cared for by an individual or shared by a group of people; to grow vegetables, fruits, and flowers for personal use and/or for donation, with one individual designated as the “Farmer of Record.”
- “Community Garden Organization” means a group formed for the purpose of: (1) requesting to use City owned property to engage in community gardening; and (2), if approved by the City, to use an approved City site for community gardening, led by a Community Garden Site Organizer and having Community Garden Site Participants engage in gardening activities.
- “Community Garden Site Organizer” or “Site Organizer” means that person who is the point contact for the community group wishing to use City property for community gardening and who is responsible for operating the community garden as a whole and ensuring compliance with this Agreement, City Community Gardens Policy, and any other term or condition required by the City.
- “Community Garden Site Participant” or “Site Participant” means the person(s) who is actively engaged in gardening activities on a plot under the leadership and direction of the City and Community Garden Site Organizer.
- “Farmer of Record” means the Community Garden Site Participant responsible for the plot they are assigned.

LICENSE AGREEMENT

This Licensing Agreement (“Agreement” or “License Agreement”) is entered into effective as of _____ (“Effective Date”) by and between the City of Chula Vista (“City”) and the below listed Site Organizer and Site Participants (collectively, the “Parties” or “Community Garden Site Organization” and, individually, a “Party”) and for valuable and sufficient consideration, agree to the following:

1. Site Organizer and Site Participant(s) acknowledge and agree that this Agreement is a license agreement which solely authorizes Site Organizer and Site Participant(s) to enter upon City owned property to engage in community garden activities under the terms set forth herein, the City’s Community Garden Policy, which is hereby incorporated by reference into this Agreement, and any other term or condition required by the City.

Site Organizer and Site Participant(s) further acknowledge and agree that this License Agreement (or any other document(s)) does not create for the Community Garden Organization, Site Organizer, Site Participants, or any other entity or person(s), any form of property interest in the City owned property which is being used for community gardening, including, but not limited to lease or easement interest or right.

2. Site Organizer, agrees, to the maximum extent allowed by law, Site Organizer shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Site Organizer, Site Participant, or Community Garden Organization participating in the Community Garden (however formed), including its officials, officers, employees, agents, and volunteers, arising out of or in connection with the participating in community garden activities (including gardening), or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the City, including its Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the City, including its Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Site Organizer, Site Participant, or Community Garden Organization participating in the community garden (however formed), including its employees, agents or officers, volunteers, or any third party. This paragraph shall continue remain in effect even after the expiration of the term or termination of this Agreement. The City may require insurance in support of this paragraph, in which case the City shall provide notice of its insurance requirements.
3. Site Organizer agrees to the terms of the attached Participation/Use of Community Garden Waiver and shall execute said waiver prior to engaging in any gardening activities. (See Attachment 1.) Site Organizer shall also ensure that all site Participants and their minor child or children have fully executed the aforementioned waiver.
4. Site Participant(s) agrees to the terms of the attached Participation/Use of Community Garden Waiver and shall execute said waiver prior to engaging in any gardening activities. (See Attachment 1.) Site Participant(s) shall also ensure that their minor child or children have fully executed the aforementioned waiver prior to engaging in any gardening activities.
5. Site Organizer and Site Participant agree that they (jointly and severally) will operate the community garden under the terms of this agreement, including the below gardening terms ("Gardening Terms"), the City's Community Garden Policy, and another terms or conditions required by the City. The Gardening Terms are as follows:
 - A. **Term:** The initial term of this Agreement shall be five years, beginning the effective date. The Agreement may be renewed for additional terms at the discretion of the City.

- B. **Point of Contact.** Site Organizer shall be the point of contact for the community garden and attendant Community Garden Organization. The Site Organizer's duties shall include, but not be limited to, the following: (1) ensure ADA compliance and shall notify of the City of any ADA issues; (2) gather and maintain financial records as required by the City regarding operation of the community garden; (3) provide City communications and notices to Site Participants; (4) keep their contact information current; (5) ensure Site Participants abide by this Agreement (including signed waiver), City Community Garden Policy, and other term or condition required by the City (collectively "Community Garden Documents"); (6) promptly report any violations of the Community Garden Documents to designated City staff; (7) ensure that the Participation/Use Community Garden Waiver is fully executed and only those that have executed said waivers participate in gardening activities; and (8) maintain a current list of Site Participants and shall provide said list to the City-including, reporting any changes within one (1) business day of any changes.
- C. **City Cooperation:** Site Organizer and Site Participants shall cooperate and work with the City to ensure good relationships and a successful operation of the Community Garden.
- D. **Plots:** The Community Garden shall consist of the City approved garden site plan and gardening activities shall only take place on said approved garden site. Plots will be assigned to an individual or a group by the Site Organizer. Each plot can be shared by as many people as desired, with one person being designated as the plot's Farmer of Record.
- E. **Farmer of Record.** If Site Participant is designated as the Farmer of Record, they shall be the point of contact for the Plot. The Farmer of Record's duties shall include, but not be limited to, the following: (1) provide City communications and notices to Site Participants which are sharing the plot with the Farmer of Record; (2) keep their contact information current; (3) ensure Site Participants abide this Agreement (including signed participation waiver), and the City's Community Garden Policy (collectively "Community Garden Documents"); and (4) promptly report any violations of Community Garden Documents to the Site Organizer and designated City staff.
- F. **Minor Children:** Site Organizer and Site Participants may seek to have their minor child (or children) participate in gardening activities with them. To do so, the Site Organizer and Site Participants must include them in their Participation/Use of Community Garden Waiver. Site Organizer and Site Participant

are responsible for supervising their own minor child (or children) at all times while at the community garden and while participating in gardening activities.

- G. **Limits of Agricultural Use:** The garden area shall be limited to growth of vegetables, fruits, and flowers, in compliance with all policies and ordinances of the City. Planting of trees will be allowed only in containers. The community garden shall not be used for any type of livestock or poultry nor shall marijuana of any type be grown, harvested, stored, or collected at a community garden.
- H. **Chemicals:** The use of insecticides, herbicides and synthetic fertilizers is strictly prohibited. Only natural organic methods and products shall be used for the treatment of nuisances and to provide plant and soil nutrition. The Qualifying Entity is encouraged to reference the Environmental Protection Agency's National Organic Program. Therefore, only 'Organic Gardening' is allowed to be practiced here. No herbicides or pesticides may be used, except for organic-based materials, such as iron phosphate for snail and slug bait.
- I. **Sale of Products:** Sale of products on-site is prohibited; products grown are for personal use, for sale off-site, or for donation by members of the garden.
- J. **Means of Planting:** Raised Beds with suitable commercial grade fabric barrier lying at the base and lower sides, to prevent disturbance of native soils and to protect new soils from contaminants. New soil should be brought to the site that is suitable for planting edible vegetation. No tilling of existing ground is allowed.
- K. **Water Source:** Potable water may be available on or in close proximity to the site. If available, potable water shall be used. If the City provides water, the City may charge for such water via a separate agreement. However, if water is not available nearby or from the City, Site Participant shall be required to provide water.
- L. **Maintenance:** The Site Organizer and Site Participants shall, jointly and severally, be responsible for all garden activities including maintenance and upkeep of garden grounds.
- M. **Utilities:** The Site Organizer shall be responsible for payment of water & electric charges if applicable, as agreed upon by the City.
- N. **Allotment Fees:** Site Organizer shall be responsible for collection of all fees, if any, associated with individual plots.

- O. **Mechanical Equipment:** Mechanical equipment is limited to residential grade, restricted to use between operational hours of the community garden, and must adhere to the Chula Vista Code of Ordinances, regarding noise control. Equipment may be stored on-site at the risk of its owners. The City will not be liable for loss, theft, or any type of damage incurred to equipment left or used on site.
- P. **Trash:** No trash or debris shall be left on site at any time.
- Q. **Accessory structures:** Accessory structures are permitted (e.g., storage sheds) in so much as they are removable and not permanent. Accessory structures shall be subject to City approval.
- R. **Composting:** A composting area is required on the Community Garden Site. The composting area shall be indicated on the site plan and comply with Chula Vista Municipal Code section 8.25.090. Composting materials are generated from the site only, and outside materials will not be brought in, unless approved by the City.
- S. **Fencing:** Fences shall not exceed six (6) feet in height and should be constructed of wood, chain link, or ornamental metal. No fence shall be installed without review and approval by the City. Fencing is meant to provide a visual delineation of the garden lot from the right-of-way and is not intended to provide security.
- T. **Signage:** A decorative sign, meeting Chula Municipal Code Section 19.60, and no larger than 18”h x 24”w may be hung at the front of the garden to display the name of the garden and associated entity. A laminated document 8.5” x 11” showing the Qualifying entity’s contact information, including the primary and alternate contacts, along with the rules and guidelines for the garden will be posted within the garden boundaries, at a readable height.
- U. **Boundaries:** Garden areas shall not encroach onto adjacent properties. The cultivated areas will meet the required setback(s) for the zoning district in which the garden is located.
- V. **Maintenance:** The property shall be maintained free of high grass and weeds in accordance with City regulations. Dead garden plants shall be removed regularly. Rotting fruits and vegetables shall be collected from garden areas and properly disposed of offsite or in compost area. The Site Organizer and Site Participants, shall jointly and severally, be responsible for vermin and similar pest control.
- W. **Miscellaneous Improvements:** Benches and trellises and will be permitted on site as miscellaneous improvements. Decorative ornamentation will be restricted to placement within an individual’s plot.

Items within the garden will be limited in height and will not block clear site lines into the garden from the right-of-way(s).

- X. **Operating Hours:** Hours of operation will be from 7:00 a.m. until sunset. The City, in its discretion, may increase or reduce the hours of operation.
- Y. **Insurance/ Waivers:** The City may require insurance and indemnification from the Community Garden Organization. If so, the requirement shall be under terms required by City Risk Management and/or the City Attorney's Office.
- Z. **Lighting:** No overhead lighting shall be permitted on site.
- AA. **Parking:** No parking will be permitted on the site.
- BB. **Existing Trees:** Removing or cutting of existing trees is strictly prohibited, unless otherwise approved by the City of Chula Vista. Trees may only be planted in containers and shall not become permanent fixtures on the City owned property.
- CC. **Fundraising:** Qualifying entities are free to undertake fundraising activities in order to build community support and resources to defray costs associated with operating a community garden. However, any fundraising activities involving use of the actual property must be pre-approved by the City of Chula Vista.
- DD. **Access:** The City of Chula Vista shall have 24 hour access to the property, with or without notice.
- EE. **Records:** Records of fees collected and expenditures related to the garden shall be maintained in a centralized location and available at the City's request.
- FF. **Exceptions:** Any use condition for a Community Garden may be modified by Special Exception upon approval by the City.
- GG. **Termination of Agreement:** The City may terminate this agreement at any time and with or without notice. However, the City may, when possible, give thirty (30) days written notice of its decision to end this Agreement. The written notice need not provide a reason for the terminating this Agreement, but shall simply provide the date by which community garden activities must cease and the garden site must be returned to its preexisting condition.
- HH. **Other Provisions Specific to this Site:** Individual lots may have conditions not addressed in this policy. If deemed necessary, an attachment will be included as part of this Agreement, listing other provision(s) specific to the site and will be considered part of this Agreement.



II. **Changes to this Agreement:** The City May alter or modify any term of this Agreement, in its sole and unfettered discretion, at any time.

(Signature Page to follow.)



SIGNATURE PAGE

FOR SITE ORGANIZER:

BY SIGNING BELOW, I AGREE THAT I have read and understand the City of Chula Vista’s “Community Garden Policy” and this Agreement (and attendant liability waiver); that I accept and agree to the terms in this Agreement (and attendant liability waiver) and the City’s Community Garden Policy; and agree to carry out the above terms with due care.

Name of Organization

Address of Organization

Phone#

Site Organizer, Print

Position/ Title

Site Organizer, Signature

Date

FOR SITE PARTICIPANTS:

BY SIGNING BELOW, I AGREE THAT I have read and understand the City of Chula Vista’s “Community Garden Policy” and this Agreement (and attendant liability waiver); that I accept and agree to the terms in this Agreement, including the attendant liability waiver, and the City’s Community Garden Policy; and agree to carry out the above terms with due care:

Name	Signature	Date	Address	Phone	Email



Additional Terms: _____

Utility Charges: _____

Other provisions specific to this site: _____

ATTACHMENTS:

1. Liability Waiver
2. Final City Community Garden Site Application and Site Plan

Approved: _____ Not Approved: _____ Date: _____

Signed by City of Chula Vista Staff: _____

Printed Name: _____ Title: _____

Start of Agreement Date: _____

End of Agreement Date: _____

Date of First Site Visit by City Staff: _____

GRAY AREAS FOR STAFF USE ONLY