

COUNCIL POLICY

<u>SUBJECT:</u> Regulations for McKenzie Community Garden Facility	<u>POLICY NO.:</u> 96-10	<u>DATE ADOPTED:</u> a) 9/7/10 b) 4/18/11 c) 2/18/20
	<u>AUTHORITY:</u> a) Resolution No. CC-1009-050 b) Resolution No. CC-1104-038 c) Resolution No. CC- 2002-011	

PURPOSE:

To establish criteria and procedures for registration, conditions of use, inspections and compliance for gardeners renting individual garden plots at the Dan McKenzie Community Garden facility located at 4324 W. 160th Street. All garden plots are rented leased for a term not to exceed one (1) calendar year, beginning no sooner than January 1st of each growing year, with all terms ending on December 31st of the same growing year.

POLICY:

Priority Registration:

Applications for individual garden plots will be accepted by the Community Services Department within a defined registration period. At the conclusion of the registration period, garden plots will be assigned to applicants in the following order of priority:

1. Returning senior residents (62 years and older)
2. Returning non-senior resident adults
3. New senior residents (62 years and older)
4. New non-senior adult residents
5. Non-resident adults

The Community Services Department will assign a maximum of one (1) plot per household to each approved applicant. An applicant may request a second plot at the time of application if desired. Returning resident gardeners are only guaranteed one garden plot in the first round of plot distribution. If there are remaining plots after the conclusion of the initial application period, second plots may be assigned to residents requesting an additional plot following the priority user groups identified above. Each resident plot holder granted a second plot will be limited to no more than two (2) plots per household. If the number of applicants exceeds the number of available plots at anytime during the registration process, plots will be assigned on a first come, first served basis using a time and date stamp distribution system.

Plots will only be distributed to non-resident gardeners if there are plots available after second plots have been distributed. A returning gardener (residents only) is defined as a plot holder who maintained a garden plot for the entire said growing year. Plot holders who relinquish their plot or lose their gardening privileges during the current growing year in which the registration period begins will not be granted returning gardener privileges, however, may apply as a new gardener.

Plot Rental Fees and Deposits:

All applicable fees and deposits as established by City Council resolution must be paid within twelve (12) business days after a plot has been assigned. Partial payments will not be accepted. Once an application has been accepted and all applicable fees have been paid in full, the applicant will be eligible to be assigned of a garden plot by the Community Services Department. The Community Services Department will make every attempt to assign the same garden plot to any returning gardener as the previous growing year; however, the assignment of the same plot is not guaranteed. Each person assigned a garden plot will be provided with a key to access the property. Any plot holder assigned a plot during any point in the growing year must pay the full year's registration fee and security deposit. Security deposits will be refunded only upon return of the key and removal of all vegetation from the plot(s). A portion or all of the security deposit may be withheld to reimburse the City for any damages requiring repair, or in cases in which said plot needs to be excavated by the City. All security deposit refunds will be processed through the City's standard warrant process. The City will charge a fee for any check returned by a bank for insufficient funds.

Items Left Behind:

The City is not responsible for items left behind at the property and may dispose of any such items as deemed appropriate by the City.

Conditions of Use and Provisions:

To ensure the safety and integrity of the property, individual plot maintenance is the responsibility of the registered gardener. Any plot holder, or his/her designee as provided in writing to the City, not adhering to the Property and Safety, Plot Maintenance, Water Use and Miscellaneous Provisions below will be considered in violation of the Conditions of Use. Any plot holder found to be in violation of the water use provisions which involves irresponsible water use as mentioned in Water Use Provisions section below, may be subject to a loss of gardening privileges for the remainder of the current growing year and potentially beyond.

Property and Safety Provisions:

1. The property will be open for gardening purposes to registered gardeners every day, including holidays, from dawn until dusk. Plot holders shall not enter the property before dawn or after dusk for any reason.
2. Guests and children less than 18 years of age may enter the property if accompanied by an adult registered plot holders.
3. Children and guests of registered plot holders/gardeners must be supervised by the registered adult plot holder at all times when inside the property. Registered plot holders are responsible for the actions of their children and guests.
4. Plot holders must ensure that the entrance gate to the property is shut and chained (but not locked) at all times while inside the property. Registered plot holders found to have left the entrance gate unlocked overnight will receive a warning notice and may be subject to the loss of gardening privileges.
5. Plot holders must ensure that the doors of each tool shed is closed at all times when not in use.
6. Plot holders, or their guests, must not drink, be in possession of alcoholic beverages, or smoke on the property at any time.

7. Plot holders must not loan the property entrance key to anyone, unless permission is granted in writing by the Community Services Department.
8. Motor vehicles are prohibited at the property at all times. Riding bicycles and/or skateboards is prohibited inside the gates of the property at all times.
9. Dogs are prohibited on the property at all times with the exception of certified service animals.
10. All tools must be stored in the community shed, or removed from the property, when not in use and shall not be left out overnight.
11. Tools and hoses may not be left in the garden walking paths at anytime. **Note:** The City of Lawndale is not responsible for damage to or theft of tools, or other personal property.
12. Permanent structures on any part of the property are prohibited. Permanent structures inside of any plot will be subject to the Inspection and Compliance Procedures as mentioned below.
13. Any gardener damaging the property, or its elements, in any way will lose all gardening privileges. The City retains the right to recover any costs as a result of damages caused by any gardener or his/her guests.
14. Any gardener involved in a physical confrontation at or in connection with the garden will lose all gardening privileges indefinitely.

Plot Maintenance Provisions:

1. All approved vegetation must remain within respective individual plot borders and shall not extend into the walking paths or adjacent plots.
2. Weeds within individual plots and adjacent walkways must be kept under control.
3. Approved vegetation consists of the following: flowers, plants that bear fruits and vegetables.
4. Trees of any kind, including fruit trees, cacti, grass and bushes are not permitted.
5. Plants and flowers with thorns, spines or prickles are not allowed and are subject to removal by the City immediately upon discovery.
6. Crops which exceed 48 inches in height will be limited to no more than three (3) full or partial rows per plot and shall not interfere with overall gardens visibility. A partial row of vegetation will be considered a one (1) full row. Vegetation that does not comply with the above mentioned forty eight (48) maximum inch height policy and/or detracts from the property's visibility will be subject to the inspection and compliance procedures below.
7. Only organic forms of weed control may be used. Chemical weed and pest control methods using toxic materials, such as: insecticides, pesticides and herbicides are prohibited. Any use of organic fertilizers, or weed control agents shall be applied in a manner which shall not affect adjacent plots.
8. Gardeners must deposit plant cuttings in the available compost bins. Weeds and excess plant trimmings must be deposited into the green waste receptacle before exiting the garden each day. Non-green waste must be deposited in the common trash receptacle and common trash must not be deposited in the green waste receptacles.
9. Gardeners who will be absent for any extended period of time may appoint a designee to maintain his/her plot during any such absence. Such appointment must be approved in writing by the Community Services Department.

Water Use Provisions:

1. Water must be turned off when not in use and prior to a gardener's departure from the property.
2. Plots must not be watered more than necessary.
3. Water must not spill over onto garden walking paths or onto adjacent plots.
4. Gardeners must not over-water such that there is standing water on a plot.

5. Gardeners must not modify the irrigation system in any way.
6. Gardeners must supply their own hoses.
7. Hoses may be left out overnight; however, must be left inside of the plot and cannot be left in walkways or outside of the plot borders.
8. Gardeners leaving faucets running overnight, or when not physically present on the property will be subject to Inspection and Compliance Procedures below. In extreme cases, gardening privileges may be taken away by the City..
9. Water leaks must be immediately reported to the Community Services Department by calling (310) 973-3270 between the hours of 7:00 a.m. and 6:00 p.m. Monday thru Thursday. Water leaks discovered at other times must be reported to the Los Angeles County Fire Department, Lawndale Station, by calling (310) 676-1131.

Miscellaneous Provisions:

1. Harvested produce is intended for personal use only; a garden plot is not intended to be used for commercial purposes.
2. Gardeners must not trespass upon, or remove vegetation from any plot other than their own.
3. A gardener who has not been re-assigned the same plot for the next growing year, or has voluntarily surrendered the plot will receive a security deposit refund from the Community Services Department upon returning the property key to the property and clearing the plot(s) of all vegetation no later than December 31 of the current gardening year. A gardener who fails to satisfy both of these requirements will risk forfeiting his/her security deposit in which case no security deposit refund will be issued.
4. Food is allowed within the common picnic area of the property only. Barbeque grills, portables stoves and other cooking equipment may not be brought onto the property.
5. For contact purposes, it is the responsibility of each gardener to report address and telephone number changes to the Community Services Department.

Inspection and Compliance Procedures:

To ensure the safety of the garden, City staff will perform random inspections of the property and each individual plot. If violations of the Conditions of Use and Provisions of this policy are discovered, the following compliance notification system will be utilized:

1. Upon the initial discovery of violations that are not deemed hazardous, City staff will notify the registered gardener 1) verbally, in person or via telephone or; 2) via email describing the nature of the violation(s). Any violation(s) identified by the City and reported to the plot holder must be corrected no later than two (2) weeks from the date of the verbal and electronic notification provided by the City.
2. If, after two (2) weeks from the date of the verbal and electronic notification provided by the City, the violation(s) remains uncorrected, said plot holder will receive a written notification identifying the violation(s) a second time and requiring the plot holder to correct the violations(s) identified by the City no later than 30-days beyond the date at which written notification was sent by the City.
3. If, after 30 days following the written notification, the violation(s) remain uncorrected, the plot holder will forfeit all gardening privileges for the remainder of the growing year.
4. If violations involving materials or equipment which are considered to be harmful or hazardous to others using the gardens are discovered, City staff will remove the hazard immediately and

notify the plot holder in writing and via telephone about the nature of the violations. In extreme cases, the City reserves the right to remove all gardening privileges.

5. A plot holder losing gardening privileges as a result of violation(s) of the Conditions of Use and Plot Holder Provisions will lose all gardening privileges for a minimum of one (1) full year as determined by the Director of Community Services.
6. A plot holder losing gardening privileges will be required to clear his/her plot(s) of all vegetation and return the property key to the Community Services Department within one (1) week of being notified that gardening privileges have been lost. Any gardener who, after receiving such notice, fails to clear his/her plot(s) within one (1) week and/or return the key may forfeit the security deposit on file with the City.
7. A plot holder voluntarily surrendering a plot before the end of the growing year must submit written notice to the Community Services Department identifying the plot being surrendered and the effective date of such surrender.

Indemnification:

All applicants will be required to acknowledge by signature the following indemnification clause when completing a Dan McKenzie Community Gardens Application. An application without a signature from the applicant acknowledging the indemnification clause will not be considered complete.

I, _____ [FULL NAME], on behalf of _____ [ORGANIZATION] understand that my use of the McKenzie Community Garden (hereinafter "City Facility") exposes me to the risk of personal injury, death or property damage, as well as the risk of injury or damage to other people or property. I hereby acknowledge that I am voluntarily requesting to use this City Facility and agree to assume any such risks on behalf of myself and the Organization and any participants in said use.

I hereby release, discharge and agree not to sue City of Lawndale and the Lawndale Housing Authority ("Authority") and their officers, agents, and/or employees against any claim for any injury, death or damage to or loss of personal property arising out of, or in connection with, my and the Organization's use of the City facility from whatever cause, including the active or passive negligence of City of Lawndale, the Authority or any other participant in the use of the City Facility, other than an injury or damage arising out of the sole negligence or willful misconduct of City or the Authority or their officers, agents, and/or employees.

In consideration for being permitted to use the City Facility, I hereby agree, for myself, my heirs and assigns and the Organization that I/the Organization shall indemnify and hold harmless City, the Authority or their officers, agents, and/or employees from any and all claims, demands actions or suits arising out of or in connection with my/the Organization's use of the City Facility.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. IF THIS APPLICATION IS BEING SOUGHT ON BEHALF OF AN ORGANIZATION, I AM DULY AUTHORIZED TO SIGN THIS RELEASE ON BEHALF OF THE ORGANIZATION. I AM AWARE THAT THIS IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Applicant's Printed Name

Applicant's Signature

Dated