

## GARDEN APPLICATION CHECKLIST

Before coming down to apply for your 2016 Community Garden, please be sure to have carefully read the Community Garden Agreement and Bylaws.

**The process may be completed Monday through Friday from 8:00 a.m. to 4:30 p.m. at**

Costa Mesa City Hall - Recreation Division 3rd Floor  
77 Fair Drive  
Costa Mesa, CA 92628

You must bring with you the following:

- Current utility(e.g., electricity, water, or trash) bill (copy if mailing in)
- Photo identification (a copy if mailing in)

At City Hall you will:

- Complete the Application Form
- Pay the annual fee, key deposit, and parcel deposit
  - Checks made out to "City of Costa Mesa"
  - Cash and credit card payments must be made in person at the Recreation counter

*If you need further information or to set an appointment, please contact Recreation at 714-754-5300.*



## 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



## 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)

**CITY OF COSTA MESA**  
**Department of Parks and Recreation**  
**2016 COMMUNITY GARDEN APPLICATION FORM**

**FEE INFORMATION**

Annual Fee	Key Deposit	Clean-Up Deposit	Replacement Key
\$60	\$20	\$100	\$25

Please type or print the following information and return signed form as requested below.

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_ Street \_\_\_\_\_ Unit \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Primary Phone \_\_\_\_\_ Secondary Phone \_\_\_\_\_

Email Address \_\_\_\_\_

By signing below, I acknowledge that I have read and will abide by the Costa Mesa Community Garden Bylaws and Agreement. The Bylaws and Agreement documents can be found on the Parks and Community Services (Recreation) link of the City's website at [www.costamesaca.gov](http://www.costamesaca.gov). The documents are also posted on the bulletin boards at the Gardens.

\_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

Please return this form signed and annual fee to the Costa Mesa City Hall located at 77 Fair Drive, Recreation Division, 3rd Floor, between 8:00 am and 4:30 pm. Make check payable to the "City of Costa Mesa." Be sure to read the Agreement and Bylaws before signing the Application form. For additional information, assistance, or a hard copy of the Bylaws and Agreement, please call Recreation at (714) 754-5300.

<b>OFFICE USE ONLY</b>		<i>Assigned Garden and Parcel</i> _____	
Check/MO #: _____	Check/MO Amt: _____	Cash Amt: _____	Processed By: <u>Staff initials</u>
Credit (circle): MC VISA AMEX DIS	Amt: _____	Receipt #: _____	Date: _____