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# Community Garden Policy

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City of Riverside -  
Parks, Recreation, and  
Community Services  
Department

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December 18, 2012

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## 1. Introduction

Community gardens provide many benefits to City of Riverside residents, including: encouraging families to grow and eat fresh and nutritious locally grown produce, strengthening community relationships, creating educational opportunities, and providing informal recreational and therapeutic activities. The intent of this policy is to provide a framework for the development, operation and support of new community gardens developed on City owned property.

All community gardens developed on City owned property will need to meet the general requirements set forth herein. Once established, each community garden will have the freedom to set its own specific procedures for day-to-day operations. As such, each garden will reflect the personality of the particular community it is serving, and thus represent the diversity of the City.

## 2. Definitions

**City** – City of Riverside or its representative.

**City Approved Contractor** – a contractor who has met the requirements to perform work on City property. The contractor must have the appropriate insurance coverage (refer to Appendix A), the appropriate California contractor's license, as well as a business license to do business in Riverside.

**Community Garden (“Garden”)** – a site operated and maintained by committed volunteers where City owned land is used with permission of the City by members of the general public for growing ornamentals and/or produce (e.g. fruit, vegetables, herbs).

**Community Garden Group (“Group”)** – the community group/s establishing and having primary responsibility for operating a Garden.

**Community Garden Manual (“Manual”)** – manual produced by Growcology (a local non-profit, <http://www.growcology.com/>). This Manual provides instruction and information on how to develop a new or join an existing Community Garden. Topics include but are not limited to: soil, compost, vegetable gardening, irrigation, community organizing, and fundraising. Sample forms are included in the manual for community garden use. Use of the City's liability release form is mandatory; use of all other forms in the Manual is optional. The Manual is provided at no cost to the public and is available to download from the City Parks, Recreation, and Community Services Department internet site ([http://www.riversideca.gov/park\\_rec/community\\_gardens](http://www.riversideca.gov/park_rec/community_gardens)).

**Common Area** – a shared space within the Community Garden that is accessible by all Garden Members and visitors.

**Garden Coordinator/s** – Community Garden Member/s who is/are elected by the other Garden Members or appointed to perform the coordinating role for the management of the Community Garden.

**Garden Member (“Member”)** – a regular participant in a Community Garden who has signed a Membership Agreement specifying conditions for membership (see “Membership”).

**Garden Plot** - allocated gardening spaces within a Community Garden.

**Hazardous Materials** – any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the environment.

**Irrigation** – the artificial means of supplying water to plants.

**Maintenance** – the practice of keeping the garden clean and safe for public use and in a usable condition.

**Membership** – the privilege conferred upon a Garden Member to access the Community Garden for gardening or non-gardening purposes in exchange for certain responsibilities by that member.

**Membership Agreement** – The agreement developed and implemented by each Community Garden to specify conditions for active garden membership. Each member must sign the agreement to indicate their intent to fulfill the conditions for membership.

**Parks, Recreation, and Community Services Department (“PRCSD”)** – the department coordinating the City community garden program.

**Program Manager** –the PRCSD staff person assigned to manage Community Garden program activities for the City and to serve as the primary City contact for the Community Garden Groups.

**Riverside Community Garden Council (“Garden Council”)** – an organization that consists of a representative from local Community Gardens along with local agency, business, and community representatives. The purpose of the Garden Council is to form a support network for area gardens, and promote communication and coordination between the various parties involved in local Community Gardens.

**Routine Garden Activities** – basic activities associated with gardening such as, but not necessarily limited to: tilling soil, amending soil, planting, weeding, watering, irrigation system maintenance and minor repairs, and harvesting produce. Activities outside of these basic activities require written approval from the PRCSD. Refer to Sections 5 and 6 of this policy for a more detailed discussion.

**Structural Garden Elements** – garden elements under which a person may occupy or an element that is designed to bear a person’s full weight.

### 3. Garden Design

- 3.1. Each Garden will be designed through a community driven process. The Community Garden Groups will work with the Program Manager to develop an approved garden layout.
- 3.2. Groups need to strive for inclusive design for the Gardens, including amenities such as raised beds, wheelchair access along main paths to common spaces, and other similar amenities to welcome gardeners of all abilities.

### 4. Garden Elements

Each Community Garden will be unique in its character and style. Gardens may include individual Garden Plots, larger communal plots shared by several gardeners, in-ground garden beds, raised beds, etc. Some Gardens may cater more to the individual gardener; others may serve as teaching tools for students; others may grow produce for local food-banks, and yet others may provide job-training opportunities for local organizations teaching life skills to developmentally disabled adults. These are just a few examples of ways that Gardens can benefit the community.

Regardless of the nature of the Garden, the following elements need to be included in each Garden:

#### 4.1. Garden Plots

- 4.1.1. Individual plots should be laid out in an organized and neat fashion to allow fair and equitable assignment of Garden Plots.
- 4.1.2. Plots should be visibly defined, such as with corner stakes, or redwood or plastic headers.

#### 4.2. Utilities

- 4.2.1. The City will provide water service (meter and service lateral) for Gardens in City owned parks where water utilities already exist. However, the City will not fund new off-site infrastructure improvements for the sole purpose of establishing a community garden. Therefore, Groups must pay to establish water service at Garden sites where water utilities do not exist and the Garden is the sole use of the site.
- 4.2.2. The City will establish a water utility account for each Garden, however, the on-going monthly cost for water will be shared equally by the City and the Group. The City will invoice each Garden Group once per month, and the Group will have thirty (30) days from the date of the invoice to submit their payment to the City.
- 4.2.3. The Group is not required to provide power, sewer, or telephone service to the Garden, but they may do so at their sole cost.

- 4.2.4. All utility work at a Garden is subject to PRCSD review and approval and must be coordinated with the Program Manager.

#### 4.3. Irrigation System

- 4.3.1. The Group is responsible for installing and maintaining the irrigation system, including costs for materials and labor. Irrigation installation/repairs on buried lines must be performed by a City approved contractor.
- 4.3.2. All buried irrigation work at a Garden is subject to PRCSD review and approval, and must be coordinated with the Program Manager. Irrigation work shall meet PRCSD standards for public works construction (Appendix A).
- 4.3.3. All constant pressure irrigation lines shall be buried.
- 4.3.4. Above ground irrigation, such as use of drip irrigation within plots, may be installed and maintained by the Members and does not need to be coordinated with the Program Manager.
- 4.3.5. Irrigation access shall be secured to prevent unauthorized use of water. This may be accomplished using quick couplers or other City approved method.

#### 4.4. Tool Shed and Storage Chests

- 4.4.1. Tool sheds designed to be entered by people are considered Structural Garden Elements and are subject to PRCSD approval. Buildings greater than 120 square feet also require a building permit.
- 4.4.2. Tool sheds and storage chests must be secure and vandal-resistant (padlocks, combination locks, etc.). They are subject to inspection by the PRCSD at any time. Keys or combinations for padlocks used to secure the tool shed or storage chest shall be provided to the Program Manager.

#### 4.5. Compost Bin or Other Green Waste Depository

- 4.5.1. Provision may be made for disposal or composting of green waste in a Common Area. Compost areas can be established on-site, or the Group can make arrangements to have waste picked up and hauled off at their own cost. For information on composting, please visit the Riverside County's Backyard Composting Program website at [http://www.rivcowm.org/opencms/recycling/recycling\\_and\\_compost\\_home.html#Composting](http://www.rivcowm.org/opencms/recycling/recycling_and_compost_home.html#Composting).
- 4.5.2. Any compost area shall be located and properly maintained to not inconvenience neighbors with disagreeable odors, flies, or an unsightly appearance. Compost area locations must be coordinated with the Program Manager.
- 4.5.3. If used, compost bins must be constructed in such a way that they deter rodents, flies, and other nuisances.

#### 4.6. Common Spaces

- 4.6.1. Each Garden shall set aside an ADA accessible space for group meetings,

training, and social use.

#### 4.7. Pathways

- 4.7.1. A clear circulation system needs to be provided to easily access Garden Plots and Common Areas. The selection of paving materials should allow equal access for people in wheelchairs to participate in programs, and to access Common Areas and ADA accessible garden plots. Ideally, the entire circulation system around the Garden would be made ADA accessible, however, to keep costs down, only the primary circulation path connecting access points, Common Areas, shared resources, and ADA accessible Garden Plots need to be surfaced with ADA accessible materials.
- 4.7.2. Wheelchair accessible paths must comply with Title 24 of the California Building Code, and the Americans with Disabilities Act (ADA) for all new construction and renovations. The Garden Coordinator may contact the Program Manager for design assistance.

#### 4.8. Fences and Gates

- 4.8.1. Gardens must be secured by a 6' tall fence to discourage illicit activities and vandalism. At least two points of access must be provided.
- 4.8.2. Fencing material and installation methods must be approved by the PRCSD.
- 4.8.3. Keys or padlock combinations for any locks used on gates shall be provided to the PRCSD.

#### 4.9. Bulletin and Message Boards

- 4.9.1. All Groups shall provide a bulletin board within the Garden for the posting of garden rules, contact information and public announcements.
- 4.9.2. Any postings that are discriminatory or offensive in nature must be removed promptly.

#### 4.10. Signage

- 4.10.1. The PRCSD will provide and install standard park regulatory signage at each Garden. The PRCSD will coordinate with the Garden Coordinator to determine the best location for the signs.
- 4.10.2. Each Garden must provide a welcoming entry sign indicating the name of the Garden. This sign must be approved by the PRCSD.
- 4.10.3. Community Gardener Members may fabricate their own signs for internal garden labels (e.g. "tool shed" or "greenhouse") or for standard warnings (e.g. "stay on path" or "please do not pick the flowers"). These signs shall be visually compatible with the garden environment.

### 5. Construction and Repair of Community Gardens

- 5.1. Since the Gardens are public facilities, they must be designed and built with the public's safety in mind. For this reason, Structural Garden Elements made

- available for public use which a person may sit on, stand on, walk under, or crawl under (benches, trellises, arbors, toolsheds, shade structure, etc.) shall be approved in writing by the PRCSD and purchased or provided by the Groups.
- 5.2. It may be necessary for the Group to hire a contractor to install certain garden elements such as an overhead shade structure or large toolshed. Any contractor performing work on City property must be approved by the PRCSD, and have the appropriate insurance coverage listing the City as an additional insured, the appropriate California contractor's license, as well as a license to do business in Riverside. All plans and specifications must be approved by the PRCSD prior to performing work.
  - 5.3. Decorative, non-structural garden elements taller than 18" may only be installed with PRCSD written approval. Decorative garden elements must be constructed and installed in a safe and secure manner so they are not easily dislodged, pushed over, or otherwise pose a hazard.
  - 5.4. Installation of infrastructure regulated by municipal codes, such as underground waterlines and electrical wiring, are to be performed by a City approved contractor. The contractor may be hired under contract by the Group or the Group can accept pro bono services from the contractor.
  - 5.5. Caution must be taken when digging in the Garden. All Groups must contact the Program Manager for location of any existing utilities if gardeners intend to dig deeper than 12" below the existing Garden grade.
  - 5.6. All Groups are responsible for construction, maintenance and repair of the Garden and its elements. Construction, maintenance, and repairs must be coordinated with the Program Manager and completed to meet PRCSD standards (Appendix B). The PRCSD and the Groups will work cooperatively to identify maintenance and repair needs and develop a maintenance/repair plan on an annual basis. The plan needs to be completed by March 31 each year.

## **6. General Garden Site Maintenance**

- 6.1. Day-to-day maintenance of the Garden is the responsibility of the Members. Responsibilities should be clearly defined in Membership Agreements and posted as a reminder for all Members. Maintenance should include ongoing efforts to control weeds, maintain healthy plants and trees, remove dead or diseased growth, keep shared garden resources neat and orderly, preserve natural resources and reduce pests.
- 6.2. The Garden must be kept clean and organized, and must not create a nuisance to neighbors (offensive odors, loud noises, parking problems, etc.).
- 6.3. Members shall ensure that there is no standing water in the garden in order to avoid creating breeding conditions for mosquitos.
- 6.4. Gardens should practice the "Leave No Trace" ethic of "pack-it-in, pack-it-out." (<http://donate.Int.org/learn/7-principles>). Each Member should take home their trash (items that cannot be composted, recycled, or repurposed at the Garden).
- 6.5. The Garden shall be maintained by Members for safe public use at all times.
- 6.6. The Program Manager or other PRCSD staff will perform periodic unscheduled inspections of the Gardens. If any issues are found or if the Garden is otherwise

non-compliant with the Community Garden Policy, the PRCSD will notify the Garden Coordinator in writing indicating that a problem needs to be corrected. The written notification will clearly describe the issue and state the timeframe required for remedying the issue. Health and safety issues must be fixed immediately. If a health and safety risk remains unresolved, the PRCSD may close the Garden immediately until the issue can be resolved.

6.7. Power tools and gas powered equipment may be used in the Gardens.

## **7. Hours of Operation**

7.1. All City parks are open from ½ hour before sunrise until ½ hour after sunset. Garden hours established by the Groups must conform to these hours unless authorization is given by the PRCSD Director.

## **8. Organizational Structure**

8.1. Each Garden must establish a garden committee of at least three (3) Members to provide leadership and oversight for the Garden. One member of the committee shall serve as the primary liaison with the PRCSD.

8.2. One Member must also represent their Garden on the city-wide Riverside Community Garden Council.

8.3. The Group may collectively decide to elect or appoint other positions to serve on its Garden committee, such as treasurer, secretary, or an events chair to share some of the responsibilities. Other leadership roles for the Garden may include but are not limited to: membership & outreach coordination, meeting & workday coordination, and Common Area coordination.

8.4. The Garden Committee is responsible for the following:

- Develop specific Garden policies and practices and ensure that policies and practices are followed.
- Assign plots in a fair and equitable manner.
- Collect signed “City of Riverside Agreement to Release All Liability” forms (Appendix C). Forward agreements with original signatures to Program Manager.
- Maintain a list of all active Members.
- Collect dues, if any are assessed, from Members that may be used for tools, events, insurance, or special projects decided upon by consensus of the membership.
- Maintain a transparent form of bookkeeping that clearly documents details about income and expenditures.
- Communicate with the Program Manager for resource information, questions and maintenance needs.

## **9. Membership, Fees and Membership Agreements**

9.1. Membership to a Garden and the opportunity to garden is open to all City residents. After resident requests for plots are satisfied, plots may be assigned



in the following order:

- To non-residents who are employed in Riverside.
  - To non-residents and non-workers of Riverside. However, a non-resident may be asked to give up his plot at the time plot allotments are made in order to accommodate a resident request.
- 9.2. Each Garden shall develop and implement a Membership Agreement, which shall specify conditions for active membership. Each Member is required to sign the agreement indicating their intent to comply.
- 9.3. Garden membership shall not be limited to plot assignments. Alternative membership opportunities must be offered to non-individual-plot holders (e.g. those who want to work in communal plots, or those who wish to enjoy the gardening community without being responsible for a plot).
- 9.4. It is up to the collective body of gardeners within each Garden to establish the amount for annual garden membership dues, if any dues will be assessed.

## **10. City's Agreement to Release All Liability**

- 10.1. Each Member is required to sign the City's "Agreement to Release All Liability", also referred to as a "liability release agreement," prior to working in the Garden. By signing this agreement, the Member acknowledges the risks involved by participating in the activity and that he/she is responsible for his/her own actions. This agreement is attached as Appendix C.
- 10.2. The Garden Coordinator shall collect signed liability release agreements from the Members on an annual basis and as new Members join the garden, and forward them to the Program Manager.
- 10.3. Visitors to the Gardens are not required to sign the liability release agreement if they will not be engaging in any gardening activities or other work in the Community Garden. If a visitor wishes to work in the Garden as a guest on a short term or temporary basis, or participate in a class, workshop, or other training, he/she is required to sign the liability release agreement.
- 10.4. If a family or group of friends plan to share work duties for a plot, each member of the family or group must sign the liability release agreement.

## **11. Community Garden Agreement**

- 11.1. Each Garden committee is required to enter into a Community Garden Agreement with the City to ensure that the garden will be developed, operated, and maintained in accordance with the City's Community Garden Policy. A sample Community Garden Agreement is attached as Appendix D.
- 11.2. Either the City or the Group may terminate this Agreement by giving thirty (30) days written notice in advance of the desired termination date. The City may immediately terminate this Agreement if it is determined by the City that the Group's actions are unsafe, a liability, in violation of any laws, or create a threat to public health, safety and/or welfare or if the Group ceases or fails to use the garden site as a community garden or allows other unauthorized uses. The City may also terminate this agreement if after providing the Group with thirty (30) days

written notice, the Group fails to meet the standards set forth in the City's Community Garden Policy.

## **12. Public Access and Equal Access**

- 12.1. Gardens are located on public property and are intended to be accessible to all. Every resident is invited to participate in the Garden programs as space allows.
- 12.2. The casual park visitor must also be permitted to share in the Garden environment. Gardens with restricted access shall prepare a program of scheduled public access opportunities. Each Garden shall strive for four (4) hours of general public access each month. All opportunities for public access shall be posted publicly at the Garden at least a week in advance. Contact the Program Manager to post the schedule or event on the City's PRCSO website and to receive credit for compliance.
- 12.3. Paths of travel to Common Areas and to gardening areas set aside for people in wheelchairs shall be made accessible according to Title 24 of the California Building Code, and the Americans with Disabilities Act (ADA) for all new construction and renovations.
- 12.4. Gardens must make appropriate accommodations for people with special needs to garden when needed. Contact the Program Manager for advice regarding design of ADA accessible garden plots if needed.
- 12.5. Gardens shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation. Gardens shall comply with the requirements of the Americans with Disabilities Act.

## **13. Fundraising/Donations**

- 13.1. Members may choose to host fundraisers for their Community Garden. Proceeds may offset garden fees, fund elements for the Garden (such as garden furnishings, etc.) or be donated to the PRCSO for improvements (such as for the purchase and installation of a bench). In-kind gifts or services may also be donated to a Garden. Fundraising activities on park property, donations/gifts and in-kind donations to the Garden must comply with the PRCSO donation policy (Appendix E).
- 13.2. Generally donated garden supplies (hoses, shovels, plants, etc.) may be accepted by the Garden without the PRCSO's formal approval. Permanent fixtures (benches, decorative mosaic tiles, commemorative plaques, etc.) must be approved by the PRCSO prior to installation.
- 13.3. Fundraising activities on park property that include people who are not Members are considered special events and will require a permit from the PRCSO and the City. Prior to any fundraising effort, the Community Garden Coordinator should review the proposal with the Community Garden Program Manager for appropriateness, and to understand the standard process for approval. Allow a minimum of 4 weeks for a permit to be issued.

- 13.4. Any advertising or promotions for fundraisers on City owned property shall be submitted for review and approval by the City.
- 13.5. These policies do not apply to the collection of garden dues established by the Community Garden Members.

#### **14. Special Events**

- 14.1. Special Events taking place in a Garden will need approval from the PRCSD and a permit from the City. Any event inviting people who are not Members into the garden for an organized/planned activity (e.g. classes, seminars, social event) is considered a special event.
- 14.2. Activities outside normal park operating hours are considered special events, even if all in attendance will be Members. These activities will require approval from the PRCSD.

#### **15. Chemicals and Pesticides**

- 15.1. Use of fertilizers, herbicides, and pesticides will be at the discretion of each Garden.
- 15.2. If used, fertilizers used in community gardens must be organic-based for the protection of Members, visitors and City property.
- 15.3. If used, only organic-based herbicides and pesticides may be used in the Garden.
- 15.4. Do not use poison for rodent control in the Garden.
- 15.5. The use of treated lumber and railroad ties in the Garden is prohibited, since the chemicals used to treat them can leach into the soil.

#### **16. Prohibitions on City Property**

- 16.1. Alcohol, tobacco products, illegal/controlled substances and plants, and fireworks are prohibited in Gardens on City property. Alcohol may be allowed for special events with an approved City Special Event Permit.
- 16.2. Community Gardens must comply with all sections of the Riverside Municipal Code (<http://www.riversideca.gov/municode/>). In particular, Chapter 9.08 of the Riverside Municipal Code addresses use of public parks.
- 16.3. Plants that are known to spread and that are difficult to control such as mint or periwinkle (*Vinca major*), and plants listed as invasive by the California Invasive Plant Council (<http://www.cal-ipc.org/landscaping/dpp/index.php>) shall not be planted in Gardens.

#### **17. Security**

- 17.1. Members should contact the Police Department for assistance with any issues that require law enforcement. Members must also report any problems to the PRCSD.

## **18. Insurance Coverage**

18.1. It is recommended that all Groups obtain general liability insurance coverage, though it is not required. However, general liability, workers compensation and automobile liability insurance coverage meeting the City's requirements are necessary if the Group hires any employees to perform work in or on behalf of the Garden. See Section 6 of the Sample Community Garden Agreement for insurance requirements.

### Appendix:

- A. PRCSD Irrigation Standards
- B. PRCSD Construction, Maintenance, and Repair Standards
- C. Agreement to Release All Liability
- D. Sample Community Garden Agreement
- E. PRCSD Donation Policy