

❖ GARDEN IN THE PARKS ❖

Community Garden Responsibilities and Guidelines

[ISSUED BY DEKALB COUNTY]

MEMBERS

All members of the Garden Group must sign an **Acknowledgement of Community Garden Responsibilities and Guidelines** and the **Release and Indemnification Agreement**. The Garden Group and all of its members must abide by all federal, state, and local rules regarding non-discrimination. DeKalb County requires inclusiveness; anyone interested in joining is to be fairly considered.

The Garden Group must notify NRMO in writing at any time there is a change in the Primary or Alternate contact.

FEES

To obtain a community garden permit, the Garden Group must submit an annual, non-refundable fee. In addition, the Garden Group must pay a one-time, non-refundable registration fee of \$200. Annual fee payment is due January 5th with a 30 day grace period. All permit fees will be pro-rated with an anniversary date of January 5th.

If the Garden Group's community garden permit is revoked for any reason, any fees paid to the County will not be refunded.

GARDEN/PLOT MAINTENANCE

NRMO will determine the area within the chosen park that may be used by the Garden Group. ***All operations conducted by the Garden Group must remain within this area.*** The permit may be revoked if Garden Group operations expand beyond the boundaries set by the County.

The Garden Group is entirely responsible for the development, construction, upkeep, watering, and overall maintenance of the community garden, subject to the guidelines and standards herein. Members of the Garden Group may grow, for non-commercial use only, food, flowers, and herbs. The sale of produce or other garden products, or any other item, on county property is prohibited unless a permit is issued by NRMO.

The Garden Group is responsible for the removal of all waste and trash from the garden area including garden waste that will not be composted. Active maintenance is required year-round. The County will not do any maintenance within the community garden.

Operations in the community garden are subject to the park's regular hours of operation.

WATER

DeKalb County will install the system to provide water to the community garden. The Garden Group will pay the water bill. Upon issuance of the community garden permit, a meter number will be provided to the Garden Group. The Garden Group will be required to start an account with the DeKalb County Watershed Management Department for water service. If the Garden Group fails to pay its water bill for 2 consecutive billing periods, the community garden permit will be revoked.

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Please be mindful of water usage. The water is ONLY to be used by members of the Garden Group caring for their assigned areas. Washing of cars and other non-related items is prohibited.

TERMINATION

If the Garden Group fails to maintain its garden in any respect, as determined by the County, the Garden Group's Primary and Alternate Contacts will each be given written warning notices. If neither the Primary nor Alternate Contact respond to the County, or the problem is not addressed within 15 business days, the permit may be deemed revoked and any reinstatement will require a new permit application fee and a new registration fee.

If the Garden Group decides to no longer maintain its space, it must immediately notify NRMO in writing and it must cancel its account with the Watershed Management Department.

Once a community garden permit is terminated, the County retains the right to remove all materials from the garden area.

COUNTY ACCESS

At any time, representatives from the County may visit the community garden. The Garden Group may not block, fence-in, or enclose the garden so as to prevent access by the County (fences with gates are allowed subject to the Garden Standards (below)). The space allocated to the Garden Group is on public land and must always be accessible by the County.

SUBLEASING PLOTS

The Garden Group may not profit from subleasing a plot within the community garden.

PROHIBITED ACTIVITIES

- Littering, dumping, alcohol consumption, and any other unlawful activities
- Amplified sound
- Pets are not allowed in the garden
- Ball playing or other forms of active recreation inside the garden
- Growing of illegal substances

PEST & DISEASE CONTROL AND CHEMICALS

Only organic and natural means of disease and pest control may be used. No chemical pest control measures, including pesticides and herbicides, may be used without prior written approval from NRMO.

COMPOSTING

Composting of waste garden materials is encouraged. The Garden Group should avoid composting items that attract rodents or other animals and that are malodorous. Compost must be contained in a manner approved by NRMO and must be within the designated garden area.

GARDEN STANDARDS

Recommended plot size is 4 feet by 10 feet with 3 feet in between plots. The number of plots will be limited by the size of the garden area as determined by NRMO.

Tool Sheds:

- Size: Not to exceed 3 ft. by 5 ft. by 6.5 ft. tall
- Acceptable material: pressure treated lumber, red cedar, plastic or galvanized steel

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- Limit one shed per community garden

Benches:

- Size not to exceed: depth: 27 in, height: 52 in, width 53 in.
- Acceptable material: plastic, concrete, aluminum, pressure treated wood, cast iron, and coated steel
- Limit 4 benches per community garden

Fences:

- Size not to exceed a height of 5 ft.
- All fencing material must be approved by NRMO. Acceptable materials include aluminum, pressure treated wood, galvanized or coated steel, red cedar, and vinyl; other materials will be considered.
- DeKalb County representatives must have access into community gardens at all times

Trash Receptacles:

- Size not to exceed 55 gallons
- Acceptable material includes: plastic and coated or galvanized steel
- Limit 3 receptacles per community garden including recycling containers

Arbors:

- Size not to exceed: 3 ft. by 4 ft. by 7 ft. tall
- Acceptable material includes: plastic, vinyl, pressure treated wood, or red cedar
- Limit two arbor structures per community garden

Rain Barrels/Cisterns:

- Size not to exceed a 60 gallon container for rain barrel and a 200 gallon container for a cistern
- Any food grade material that will not rust is acceptable for container use
- Limit of 3 rain barrels or 1 cistern per community garden

Compost/Mulch Piles:

- Size not to exceed 3 ft. by 5 ft. area
- Limit of 3 piles for both compost and mulch
- Piles must be located within the community garden area
- Piles can be contained with chicken wire or inside containers
- DeKalb County is not responsible for maintenance of piles. If piles are not maintained properly, the county may remove any pile at any time

Yard Art/Landscape Accessories:

- Maximum size of art or accessories to be determined by Garden Group
- Acceptable material for accessories and art to be determined by Garden Group
- Limit one piece of art or accessory per community garden plot, maximum of 20 pieces per community garden
- DeKalb County can disallow any piece of yard art or accessory if deemed inappropriate for public display

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**Acknowledgement of Community Garden
Responsibilities and Guidelines**

I, _____, (*print name*) have read the Community Garden Responsibilities and Guidelines and agree to abide by them.

Signature: _____ Date: _____

Community Garden: Henderson Park Community Garden

GARDEN IN THE PARKS

Release and Indemnification Agreement

In consideration for being granted permission to work at a community garden in one of DeKalb County's parks or other county property, I, the undersigned, hereby agree as follows:

I, _____, (*print name*), agree that I, my assignees, heirs, distributees, guardians, and/or legal representatives will not make a claim or institute any proceeding against, sue or attach property of DeKalb County on account of injury, including death, illness, or damages resulting from negligence or other acts, howsoever caused, in connection with working at a community garden within one of DeKalb County's parks. I hereby release DeKalb County from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, and/or legal representatives now have or may hereafter have for injury, including death, illness, or damages from working at a community garden within one of DeKalb County's parks.

I agree to defend, indemnify, and hold harmless DeKalb County and all of its officers, agents, servants, or employees from and against any and all claims, losses, damages, charges, or expenses resulting from injury, including death, or damage to any visitor, third parties or property of any kind, which arises out of or is any way connected, directly or indirectly, to my work in a community garden within one of DeKalb County's parks. I also expressly agree to defend against any claims brought or actions filed against the County, where such claims or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

I expressly acknowledge that the ability to participate in a community garden within a DeKalb County park or other County owned property is freely revocable by the County and I assume the risk of making any expenditure in connection with working in a community garden. I understand that DeKalb County is not responsible for the community garden itself, or anything in or pertaining to the community garden.

I have read this Release and Indemnification Agreement and fully understand its contents. I am signing it of my own free will.

This _____ day of _____, 2010

Signature of Garden Group Member

Printed Name of Garden Group Member

Signature of Parent or Guardian if Member is under the age of 18

Signature of Parent or Guardian

Printed Name of Parent or Guardian

Community Garden: Henderson Park Community Garden