



## Community Garden - Policy and User Agreement

### PURPOSE

The City of Savannah recognizes **community gardens** as valuable recreational and educational activities that can contribute to community development, environmental awareness, positive social interaction and community education. The City will collaborate with interested groups in assisting with the development of community gardens on City-owned property.

### 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.
- A "Qualifying Entity" is defined as a neighborhood resident, a public or private group of individuals or a nonprofit organization.
- "Suitable Lots" are defined as City-owned property that are surplus to the current needs of the City and are found to be environmentally safe, clear of debris and hazardous materials, within an appropriate zoning area, and found to be appropriate for the surrounding neighborhood.
- "Farmer of Record" is defined as the primary contact for an individual plot.
- A "FEMA Lot" is defined as a property that was purchased by the City of Savannah, as part of a flood mitigation grant program administered by the Federal Emergency Management Agency (FEMA).

### ORGANIZATION RESPONSIBILITIES:

An approved Community Garden must be administered by a Qualified Entity represented by a Farmer of Record who shall be the point of contact for the Qualified Entity and Community Garden. A Qualified Entity, through its Farmer of Record, will submit an application for a Community Garden, a copy of which is attached, and if approved, the Qualified Entity will enter into a User Agreement with the City, setting forth the rights and responsibilities of the Qualified Entity respecting the Community Garden.

1. Initial application

- a. Applicant shall provide a Community Garden - Application for Use.
- b. Applicant shall provide a letter of intent.

2. Policy and User Agreement:

- a. Qualifying entity shall provide documentation of neighborhood support by providing a signed letter of approval from the appropriate neighborhood association and a signed letter from the abutting property owner's consent of the use of the land for a community garden. If a neighborhood association does not exist, a signed letter from neighbors within 100" ft. of the property must be provided.
- b. Qualifying entity shall provide a drawing of the proposed layout of the gardens that includes the layout of the plots (raised beds), water tap locations, fences, existing trees and roadways. Garden boundaries must meet the setbacks according to the proper zoning of the property. This site plan must be approved by the City of Savannah prior to development.
- c. Qualifying entity shall provide a proposed building materials list to include products intended for the design of the raised beds and fencing.
- d. Qualifying entity shall provide a schedule of proposed fees to be collected from individuals wishing to use a plot. All fees must be pre-approved by the City.
  - i. Allotment fees are intended to cover garden costs and improvements only, and shall not exceed the amount necessary to cover the normal operating costs of the garden.
  - ii. Records of fees collected and expenditures related to the garden shall be maintained in a centralized location and available at the City's request.
- e. Qualifying entity shall sign a user's agreement which will serve as the binding agreement for the use and maintenance of the garden.

3. During Subsequent Growing Seasons

Qualifying entity shall be responsible for all garden activities including maintenance and upkeep of garden grounds, collection of allotment fees, and payment of water & electric charges if applicable.

**GUIDELINES FOR USE:**

- 1. **FEMA Lots:** Certain restrictions are placed on the use of property that was purchased by the City of Savannah under the FEMA flood mitigation grant, above and beyond the guidelines listed below. All plans relating to a FEMA lot will require approval on a case-by-case basis by the local FEMA administrator, prior to any construction.

2. **Terms:** The initial term of user agreement will be clearly defined with a start and ending date but not less than two years. The user agreement may be renewed annually for additional terms at the discretion of the City.
3. **Limits of Agricultural Use:** The garden area shall be limited to growth of vegetables, fruits and flowers. Planting of trees will be allowed only in containers. The garden shall not be used for any type of livestock or poultry.
4. **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.
5. **Plots:** Plots will be assigned to an individual or a group. Each plot can be shared by as many people as desired, with one person being designated as the plots' "farmer of record".
6. **Sale of Products:** Sale of products is prohibited; products grown are for personal use by the members of the garden or for donation only.
7. **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.
8. **Water Source:** In most cases potable water will be available on or in close proximity to the site. It is the qualifying entities responsibility to establish an account with the City of Savannah Water and Sewer Department and pay usage fees.
9. **Mechanical Equipment:** Mechanical equipment is limited to residential grade, restricted to use between sunrise and sunset, and must adhere to the Savannah Code of Ordinances, regarding noise control. No equipment shall be stored on-site.
10. **Trash:** No trash or debris shall be left on site at any time.
11. **Accessory structures:** No accessory structures are permitted, i.e. storage sheds, greenhouses, etc...
12. **Composting:** No composting activity will be allowed on-site without a pre-approved composting plan. Only one (1) composting area will be allowed on-site. Composting materials are generated from the site only, and outside materials will not be brought in.
13. **Fencing:** Fencing will be approved by the City of Savannah prior to construction, on a site-by-site basis. Fencing is meant to provide a visual delineation of the garden lot from the right-of-way and is not intended to provide security.
14. **Signage:** A decorative sign, meeting local zoning codes for the neighborhood and/or district, 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.

15. **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.
16. **Maintenance:** The property shall be maintained free of high grass and weeds in accordance with the City of Savannah's Property Maintenance Ordinance. 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.
17. **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).
18. **Operating Hours:** Operating hours for community garden activities shall be restricted between sunrise and sunset, 7 days a week.
19. **Insurance/ Waivers:** While the City of Savannah does not require the qualifying entity to have liability insurance in order to utilize City-owned property for community gardening, the City encourages the qualifying entity to pursue waivers and/or insurance to provide adequate protection from liability involving individual plot farmers.
20. **Lighting:** No overhead lighting shall be permitted on site.
21. **Parking:** No parking will be permitted on the site.
22. **Existing Trees:** Removing or cutting of existing trees is strictly prohibited, unless otherwise approved by the City of Savannah.
23. **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 Savannah.
24. **Access:** The City of Savannah must have 24 hour access to the property.
25. **Exceptions:** Any use condition for a Community Garden may be modified by Special Exception upon approval by the City of Savannah.
26. **Termination of Agreement:** Should the City determine that the lot is not being used for its intended purpose or that it is not being maintained, this agreement shall terminate within two (2) weeks of a written notice from the City of Savannah. The qualifying entity has the right to terminate the agreement by submitting a two (2) week written notice to the City of Savannah. At termination of the agreement, the qualifying entity must return the site to it pre-garden condition.

**27. 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 policy, listing other provision(s) specific to the site and will be considered part of the agreement.

**BY SIGNING BELOW, I AGREE THAT I** have read and understand the City of Savannah's "Community Garden Policy and User Agreement"; accept the terms of the policy as set forth in the agreement; understand that the agreement is non-transferrable; agree to carry out the above functions with due care.

I further agree to indemnify the City of Savannah against any and all losses and liability arising out of the qualifying entity's actions and use of the requested property.

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Address of Organization)

\_\_\_\_\_  
(Phone #)

\_\_\_\_\_  
(Authorized Representative of Organization, Print)

\_\_\_\_\_  
(Position/ Title)

\_\_\_\_\_  
(Authorized Representative of Organization, Signature)

\_\_\_\_\_  
(Date)

**ATTACHMENTS:**

- FEMA lot guidelines/ restrictions
- Other provisions specific to this site

\_\_\_\_\_  
(This section to be used by City of Savannah only)

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by City of Savannah Staff: \_\_\_\_\_

Start of Agreement Date: \_\_\_\_\_

End of Agreement Date: \_\_\_\_\_

Date of First Site Visit by City Staff: \_\_\_\_\_

Additional Notes: