



City of Savannah Community Garden Policy and User Agreement

PURPOSE

The City of Savannah recognizes **community gardens** as valuable recreational and educational spaces that 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 "Qualified 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.
- "Garden Manager" 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 Garden Manager who shall be the point of contact for the Qualified Entity and Community Garden. A Qualified Entity, through its Garden Manager, will submit an application for a Community Garden, 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 with respect to 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. Qualified 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 as specified in the Zoning Ordinance. This site plan must be approved by the City of Savannah prior to development.
- b. Qualified Entity shall provide a proposed budget and building materials list to include products intended for the design of the raised beds and fencing.
- c. If the Community Garden will function with individual garden beds, Qualified Entity shall provide a schedule of proposed fees to be collected from individuals wishing to use garden plots. 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.
- d. Qualified Entity shall execute the Policy & User Agreement, which will serve as the binding agreement for the use and maintenance of the garden. The City must be updated if/when a new Garden Manager is appointed. The new Garden Manager must execute and submit the Policy & User Agreement, as well as the FEMA Lot & Guidelines Restrictions form where applicable.

3. During Subsequent Growing Seasons

- a. Qualified 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.
- b. Qualified Entity must submit a renewal form biennially for each additional term.
- c. Qualified Entity must update City Staff when a new Garden Manager is appointed and provide his/her contact information.

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. Please note

that FEMA lots are known to flood in certain areas. Keep this in mind when selecting your garden space and placing your beds. Additional information can be found in the FEMA Lot Guidelines/Restrictions.

2. **Terms:** The initial term of user agreement will be clearly defined with a start and end 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 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 Qualified Entity is encouraged to review the City of Savannah's *Community Gardens Program* webpage to explore resources with various pest control methods.
5. **Plots:** If applicable, plots will be assigned to an individual or a group. Each plot can be shared by as many people as desired.
6. **Sale of Products:** Sale of products is prohibited. Products grown are for personal use by participants of the garden or for donation only.
7. **Approved Planting Methods:** Raised Beds with suitable commercial-grade fabric barrier or similar alternative, 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 Qualified Entity's 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 on FEMA Lots, i.e. storage sheds, greenhouses, gazebos, or other detached building structures. For non-FEMA designated lots, prior approval is required.
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:** An official City of Savannah Community Gardens sign, no larger than 18"H x

24"W must be hung at the front of the garden to display the name of the Community Garden. A laminated document 8.5" x 11" showing the Qualified Entity's contact information, including the primary and alternate contacts, along with the rules and guidelines for the garden must be posted within the garden boundaries, at a readable height. Rules and guidelines may be provided to the City for approval prior to being displayed.

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 areas (pre-approved composting plans only).
17. **Miscellaneous Improvements:** Benches and trellises may be permitted on site as miscellaneous improvements. Decorative ornamentation may be displayed with prior approval from the City. 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 Qualified Entity to have liability insurance in order to utilize City-owned property for community gardening, the City encourages the Qualified 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:** Qualified 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 the use of actual Community Garden 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 Qualified 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 Qualified Entity must return the site to its pre-garden condition.

27. **Other Provisions Specific to this Site:** Individual lots may have conditions not addressed in this policy. If deemed necessary, an addendum 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; and 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 Qualified 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)

(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: