

**BEACHWOOD CITY COUNCIL  
RESIDENTIAL HOUSING COMMITTEE MEETING AGENDA  
MONDAY, MAY 18, 2020, 6:00 PM**

*\* Please note, this meeting will be held by video conference via Zoom and  
livestreamed on the City of Beachwood [website at www.beachwoodohio.com](http://www.beachwoodohio.com) and can be  
viewed on Spectrum Channel 1020 and AT&T U-Verse Channel 99.*

*This Residential Housing Committee Meeting has been duly noticed  
and is being held in accordance with Ohio Revised Code Section 121.22 specific to  
recent Amendments made in light of the current  
COVID-19 declared emergency.*

June E. Taylor  
Justin Berns  
Barbara Bellin Janovitz  
Resident

Agenda Items

1. Mayor's Report
2. Discussion regarding the establishment of a Community Garden in the City of Beachwood, Ohio
3. Any other matters coming before the Residential Housing Committee

# # #

INTRODUCED BY:

ORDINANCE NO. 2020-

AN ORDINANCE AUTHORIZING THE MAYOR TO ESTABLISH A BEACHWOOD COMMUNITY GARDEN; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, based upon community input, residents of the City desire a Community Garden to grow food and plants in a designated area in the City of Beachwood, Ohio; and

WHEREAS, Council desires to establish a Community Garden to be located in an area in Shaker Park East near the dog park, an area located in the City of Beachwood that is currently vacant; and

WHEREAS, the Community Garden shall be under the control of the Public Works Director and rules and regulations shall be established to govern the uses of the Beachwood Community Garden.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: Council hereby authorizes and directs the Mayor to establish a Community Garden to be located in Shaker Park East near the dog park, an area located in the City which is currently vacant. Council appropriates an amount not to exceed sum of \_\_\_\_\_ to construct the fence and other amenities necessary to create the Community Garden.

Section 2: Council also authorizes and directs the Mayor to create rules and regulations governing the use of the Beachwood Community Garden for Residents. Registration fees and deposits shall also be set forth in the rules and regulations and shall be paid into a City fund reserved for the Community Garden.

Section 3: The Public Works Director shall be responsible for the maintenance of the Beachwood Community Garden and the compliance and enforcement of the Beachwood Community Garden rules and regulations.

Section 4: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 5: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City and for the further reason that the project may proceed as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the \_\_ day of \_\_\_\_\_, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the \_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this \_\_ day of \_\_\_\_\_, 2020, and filed it with the Clerk.

\_\_\_\_\_  
Mayor



## **Community Garden Rules and Regulations**

The Community Garden, consistent with the Beachwood Codified Ordinances, is under the control of the Public Works Director. The Public Works Director is authorized to promulgate the Rules and Regulations governing the use of the Community Garden subject to approval by the Mayor. Issues that arise should be taken to the Public Works Director who will then consult with the Mayor. A Community Garden registration form, signature of acceptance of all rules and regulations, full payment of all required fees and deposits and execution of a Release of all Claims form must all be completed by a gardener prior to that gardener doing any work in the Community Garden.

### **GOVERNANCE**

The Beachwood Community Garden governance will consist of the Public Works Director. The Mayor or Mayor's designee has authority to make final decisions regarding maintenance, nuisances and appeals in consultation with the Public Works Director.

### **EXPECTATIONS OF GARDENERS**

- All gardeners in good standing are expected to begin planting by June 15, 2020.
- If planting has not commenced by that date, a letter will be sent to those gardeners indicating to them that they have five (5) days to begin planting on their plot(s) will be reassigned to potential gardeners on the waiting list. If the plot meets requirements of the "fall cleanup" the gardener will receive their deposit back.
- Control weeds and overgrowth of plots and surrounding paths. Walking Paths are not to be blocked or damaged. Weeds shall not be left in the pathways. Dispose of garden waste in designated areas only.
- Do not leave hoses charged.

- Keep all areas neat and return all shared tools daily.
- Be respectful of other gardeners' produce.
- Lock and confirm the garden gate is locked upon leaving to ensure garden remains secure.
- If you incur a hardship and cannot maintain your plot due to injury or illness, please notify the Public Works Director. An effort will be made to help the gardener with volunteers.

### ENFORCEMENT

Gardeners that violate any of the above expectations will face the following action at the discretion of the Public Works Director with the support of the Mayor:

- First Violation: Notification of infraction with expectation of resolution within **ONE WEEK**.
- Second Violation: Notification on continued infraction with expectation of resolution within **THREE DAYS**.
- If infractions are not corrected as outlined above, appropriate actions will be taken as follows:
  - If infraction involves weed control or plant overgrowth of the garden plot, the plot will be possibly sprayed with herbicide and the plot will be covered with a tarp.
  - If infraction involves paths which are not properly maintained, the Public Works Director will spray the paths with herbicide.

**Any of the above infractions that are not corrected after two violations or gardeners that have received multiple violation letters will result in the loss of the gardener's deposit and garden and gardener will not be allowed to rent a plot in future years without input of the Public Works Director and approval by the Mayor.**

- Appeals may be made to the Public Works Director who will make a recommendation to the Mayor for enforcement of infractions. The Public Works Director will have final authority on enforcement of all infractions.

**FEES, DATES, AND ASSIGNMENT OF PLOTS**

Annual fees are \$25.00 plus a deposit of \$75.00. The Mayor or Mayor’s designee will collect fees and deposits and assign plots to tenants.

Dates:

Existing Gardener who is a City of Beachwood Resident	March 1-15, 2020
New Gardener who is a City of Beachwood Resident	April 1-15, 2020
Request for Second Plot City of Beachwood Resident	May 1-15, 2020

Assignment of Plots:

- Assignment of plots is at the discretion of the Mayor or Mayor’s designee.
- Within each time category above, priority will be given on a first come basis with the date/time set by the Mayor or Mayor’s designee receiving signed forms and payment of fees.

Deposits

- At the end of October (weather dependent) the Public Works Director will survey the garden plots to determine which gardeners will be eligible for deposit refund.
- A notice will be sent to gardeners regarding their refund status and if they will be ineligible to rent a plot for the next year. Gardeners that will be renewing their plots and are in good standing will have their deposit rolled over for the next year.

I \_\_\_\_\_, have read and accept the above rules and regulations and agree to abide by the above rules.

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

\_\_\_\_\_  
Print name

My email is \_\_\_\_\_

My phone number is \_\_\_\_\_

BEACHWOOD  
COMMUNITY GARDEN  
RELEASE OF ALL CLAIMS

I, \_\_\_\_\_, am a participant in the Beachwood Community Garden (“Community Garden”). As a condition of being allowed to participate in the Community Garden, I fully agree to the following:

1. I am duly aware of the risks and hazards that may arise through participation in the Community Garden, and assume any expenses and liabilities I incur in the event of an accident, illness or other incapacity. If I had any questions about the Community Garden, its nature, the risks or hazards involved, I have contacted the Public Works Director and discussed my questions to my satisfaction.

2. In consideration of being granted the opportunity to participate in the Community Garden for this year, I, for myself, my executors, administrators, agents, successors and assigns do hereby release and forever discharge Beachwood and its officers, officials (elected or appointed), directors, employees, and Departments, including the Public Works Department, volunteers, and other gardeners who have signed a similar Release of All Claims from any and all rights, claims of damages, demands, and any causes of actions whatsoever, including those based on negligence, in any manner arising out of my participation in Community Garden activities. I understand that this Release Of All Claims means that, among other things, I am giving up my right to sue or to otherwise make any claims for any such losses, damages, injury or costs that I may incur.

I represent and certify that my true age is either at least 18 years old or, if I am under 18 years old on this date, my parent or legal guardian has read and signed this form with the intent to be legally responsible. I expressly agree that this Release Of All Claims contains the entire agreement between the parties and the terms of this release are contractual and not a mere recital.

**THE UNDERSIGNED HAS CAREFULLY READ AND VOLUNTARILY SIGNED  
THIS WAIVER AND RELEASE OF ALL CLAIMS AND FULLY  
UNDERSTANDS ITS CONTENTS AND MEANING**

Gardener’s Signature:

\_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

# Orange Village Community Garden Registration 2020

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City (if not Orange Village): \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

(This will be used by Orange Village employees and Garden Committee Members)

Phone (home): \_\_\_\_\_ (work): \_\_\_\_\_

(mobile): \_\_\_\_\_

Did you have a garden plot with this community garden last year:

Yes       No      If yes, what number? \_\_\_\_\_

Do you want the same garden plot this year?  Yes       No

**An annual registration plot fee of \$25.00 is required before the plot can be assigned.**  
This fee will go toward expenses of the Community Garden.

**An annual clean-up deposit of \$75.00 is required before the plot can be assigned.**  
The deposit will be returned in the fall after you have complied with all of the Rules and Regulations of the Community Garden and removed all of your plants for the season and cleaned your plot.

Please mark three (1, 2 and 3) areas in which you would be interested in volunteering during the season. Each gardener is expected to help during the season with general chores.

Site maintenance \_\_\_\_\_ Composting \_\_\_\_\_ Watering \_\_\_\_\_

Walkway care \_\_\_\_\_ Fall Cleanup \_\_\_\_\_ Social Events \_\_\_\_\_

Construction projects \_\_\_\_\_ Path maintenance \_\_\_\_\_

***I have read the Community Garden Rules and Regulations and understand that failure to meet and to comply with the rules and guidelines may result in loss of the cleanup deposit fee and gardening privileges, as determined by the Garden Coordinators and/or Orange Village.***

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



# Orange Village Community Garden Rules and Regulations

(Updated October 2019)

The Community Garden, consistent with the Codified Ordinances of Orange Village, is under the control of the Service Director. The Service Director is authorized to promulgate the Rules and Regulations governing the use of the Community Garden, subject to the approval by the Mayor. Issues that arise should be taken to the garden committee chairs and who will then consult with the Service Director. A Community Garden Registration form, signature of acceptance of the Rules & Regulations, full payment of required fees and deposits and execution of a Release of all Claims forms must all be completed by a gardener **prior** to that gardener doing any work in the Garden.

## **GARDEN COMMITTEE**

The Orange Village Community Garden governance will consist of the Orange Village Service Director, Garden Coordinator and Assistant Garden Coordinator as well as the following committees:

- Administrative Committee
- Enforcement Committee
- Maintenance Committee
- Communication Committee
- Social Committee

The Mayor or Mayor's designee has authority to make final decisions regarding maintenance, nuisances, and appeals in consultation with the Committee Chairs.

Committee Chairs will be selected at the first Garden Meeting of each calendar year by those present at the meeting. If there is a vacancy in a Committee Chair, it will be filled at the next Garden Meeting by those present at the meeting. If vacancies have not been filled committees will be combined as determined by the Service Director

## **EXPECTATIONS OF GARDENERS**

- ☐ All gardeners in good standing are expected to begin planting by June 15
- ☐ If planting has not commenced by that date, a letter will be sent to those gardeners indicating to them that they have five (5) days to begin planting or their plot(s) will be reassigned to potential gardeners on the waiting list. If the plot meets the requirements of the "fall cleanup" the gardener will receive their deposit back.
- ☐ If there is a legitimate reason to delay the planting process, accommodation can be made at the discretion of the Service Director.
- Control weeds and overgrowth of plot and surrounding paths. Walking paths are not to be blocked or damaged. Weeds shall not be left in the pathways. Dispose of garden waste in designated areas only
- Do not leave hoses charged

- Keep shed neat and return all shared tools to shed daily
- Be respectful of other gardeners' produce
- Lock garden gate upon leaving to ensure garden remains secure
- If you incur a hardship and cannot maintain your plot due to injury or illness, please notify the Enforcement Committee Chair or the Maintenance Committee Chair. An effort will be made to help the gardener with volunteers

### **ENFORCEMENT**

Gardeners that violate any of the above expectations will face the following action at the discretion of the Garden Enforcement Committee Chair, with the support of the Service Director:

- First violation: Notification of infraction with expectation of resolution within **ONE WEEK.**
- Second violation: Notification on continued infraction with expectation of resolution within **THREE DAYS.**
- If infractions are not corrected as outlined above, the appropriate measures will be taken as follows:
  - If the infraction involves weed control or plant overgrowth of the garden plot, the plot will be possibly be sprayed with herbicide and the plot will be covered with a tarp
  - If the infraction involves paths which are not properly maintained, the Service Director will spray the paths with an herbicide.

**Any of the above infractions which are not corrected after two violations or **gardeners that have received multiple violation letters** will result in the loss of the gardener's deposit and garden and gardener will not be allowed to rent a plot in future years without input of the Garden Enforcement Committee Chair and approval of the Service Director**

- Appeals may be made to the Garden Enforcement Committee Chair who will make a recommendation to the Service Director for enforcement of infractions. The Service Director will have final authority on enforcement of all infractions

### **FEES, DATES AND ASSIGNMENT OF PLOTS:**

Annual fees are \$25.00 plus a deposit \$75.00. The Mayor or Mayor's designee will collect fees and deposits and assign plots to tenants.

#### Dates:

<u>Existing gardener who is an Orange Village resident</u>	<u>January 2 – January 22, 2020</u>
<u>New gardener who is an Orange Village resident</u>	<u>January 23 – February 12, 2020</u>
<u>Existing non-resident gardener</u>	<u>February 13 – February 26, 2020</u>
<u>Request for second plot - Orange Village resident</u>	<u>February 27 – March 18, 2020</u>
<u>Non-Orange Village residents</u>	<u>Beginning March 19, 2020</u>

Assignment of Plots:

- Orange Village residents will be given priority over non-residents when requesting location and quantity of plots.
- Assignment of plots is at the discretion of the Mayor or Mayor's designee
- Within each time category above, priority will be given on a first come basis with the date/time set by the Mayor or Mayor's designee receiving signed forms and payment of fees.

Deposits:

- At the end of October (weather dependent) the Enforcement Committee Chair along with at least one other member of that committee and/or the Service Director will survey the garden plots to determine which gardeners will be eligible for a deposit refund.
- A notice will be sent to gardeners regarding their refund status and if they will be ineligible to rent a plot for the next year. Gardeners that will be renewing their plots and are in good standing will have their deposit rolled over for the next year.

I \_\_\_\_\_, have read and accept the above rules and regulations and agree to abide by the above rules.

My current email is: \_\_\_\_\_

My current phone number is: \_\_\_\_\_

By checking this box I request to OPT-OUT of email correspondence from other gardeners.

ORANGE VILLAGE  
COMMUNITY GARDEN  
RELEASE OF ALL CLAIMS

I, \_\_\_\_\_, am a participant in the Orange Village Community Garden (“Community Garden”). As a condition of being allowed to participate in the Community Garden, I fully agree to the following:

1. I am duly aware of the risks and hazards that may arise through participation in the Community Garden, and assume any expenses and liabilities I incur in the event of an accident, illness or other incapacity. If I had any questions about the Community Garden, its nature, the risks or hazards involved, I have contacted the Community Garden Administrative Chair and/or Community Garden Coordinator and Assistant Garden Coordinator and discussed my questions to my satisfaction.

2. In consideration of being granted the opportunity to participate in the Community Garden for this year, I, for myself, my executors, administrators, agents, successors and assigns do hereby release and forever discharge Orange Village and its officers, officials (elected or appointed), directors, employees, and Departments, including the Service Department, the Community Garden Committee, Community Garden Coordinator, Community Garden Assistant Coordinator, volunteers, other gardeners who have signed a similar Release of All Claims and the cooperating landowner from any and all rights, claims of damages, demands, and any causes of actions whatsoever, including those based on negligence, in any manner arising out of my participation in Community Garden activities. I understand that this Release Of All Claims means that, among other things, I am giving up my right to sue or to otherwise make any claims for any such losses, damages, injury or costs that I may incur.

I represent and certify that my true age is either at least 18 years old or, if I am under 18 years old on this date, my parent or legal guardian has read and signed this form with the intent to be legally responsible. I expressly agree that this Release Of All Claims contains the entire agreement between the parties and the terms of this release are contractual and not a mere recital.

**THE UNDERSIGNED HAS CAREFULLY READ AND VOLUNTARILY SIGNED  
THIS WAIVER AND RELEASE OF ALL CLAIMS AND FULLY  
UNDERSTANDS ITS CONTENTS AND MEANING**

Gardener’s Signature:

\_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_