

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 092

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A COMMUNITY GARDEN LICENSE AGREEMENT WITH SOUTHWEST GENERAL HEALTH CENTER IN CONNECTION WITH THE COMMUNITY GARDEN PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, Southwest General Health Center ("SWGHC") is the owner of certain real property located on Pearl Road, in Strongsville, Ohio, and known as Permanent Parcel No. 397-17-083, as more fully identified and depicted on Exhibit "A", attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, the City of Strongsville ("City") is desirous of utilizing a certain portion of the SWGHC property for the purpose of creating, developing, constructing and maintaining a Community Garden for the benefit of the residents of the City; and

WHEREAS, SWGHC and the City wish to memorialize the terms by which SWGHC shall allow the City permission to enter upon a portion of the Property to conduct community gardening activities; and

WHEREAS, SWGHC and the City are desirous of entering into a Community Garden License Agreement, as more fully set forth in Exhibit "B" attached hereto and incorporated herein by reference, in order to provide an area to conduct such community garden activities.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That this Council hereby authorizes and directs the Mayor to enter into a Community Garden License Agreement with Southwest General Health Center, substantially in the form attached hereto as Exhibit "B", subject to the approval of the Law Director, for the purposes of creating, developing, constructing and maintaining a Community Garden for the benefit of the residents of the City, in order to conduct community garden activities.

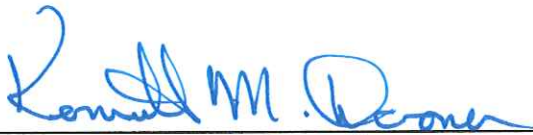
Section 2. That the Mayor be and is hereby authorized to execute the Community Garden License Agreement and to do all things necessary to carry out the provisions thereof.

Section 3. That the funds for the purposes of said License Agreement shall be paid from the General Fund.

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Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to enter into the aforesaid license agreement in order to provide an area to conduct community gardening activities for the benefit of residents. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.



President of Council

Approved: 

Mayor

Date Passed: May 15, 2017

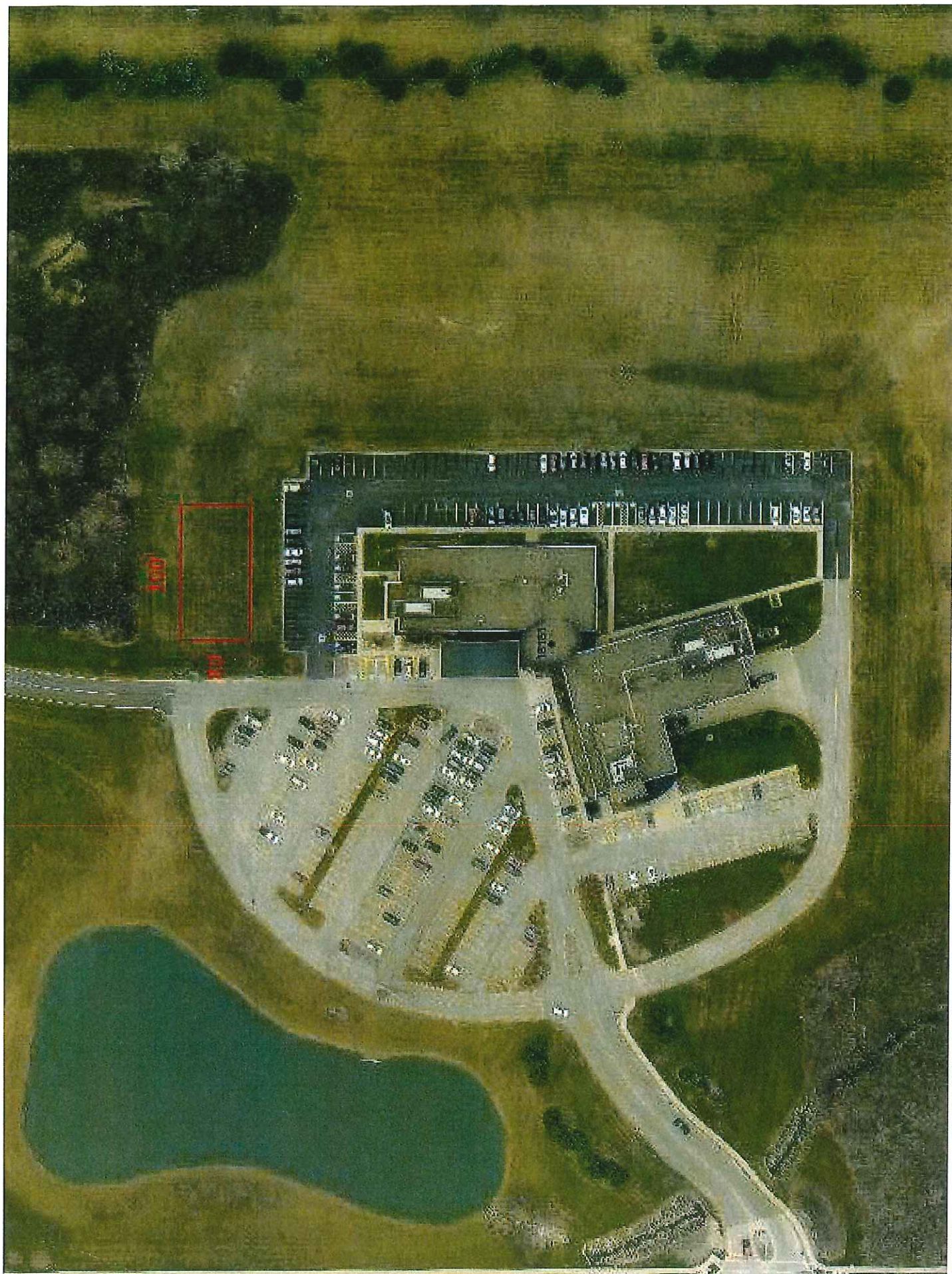
Date Approved: May 16, 2017

| | <u>Yea</u> | <u>Nay</u> |
|------------|------------|------------|
| Carbone | <u>✓</u> | _____ |
| Daymut | <u>✓</u> | _____ |
| DeMio | <u>✓</u> | _____ |
| Dooner | <u>✓</u> | _____ |
| Schonhut | <u>✓</u> | _____ |
| Short | <u>✓</u> | _____ |
| Southworth | <u>✓</u> | _____ |

Attest: 
Assistant Clerk of Council

ORD. No. 2017-092 Amended: _____
1st Rdg. 05/15/17 Ref: _____
2nd Rdg. suspended Ref: _____
3rd Rdg. suspended Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: 05/15/17 Defeated: _____



COMMUNITY GARDEN LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this 16 day of May, 2017, by and between the **CITY OF STRONGSVILLE**, a municipal corporation organized and existing pursuant to law, ("Licensee") and **SOUTHWEST GENERAL HEALTH CENTER**, an Ohio non-profit corporation ("Licensor").

RECITALS:

WHEREAS, Licensor is the owner of certain real property located on Pearl Road, Strongsville, Ohio, known as Permanent Parcel No. 397-17-083 ("the Property"); and

WHEREAS, Licensee and Licensor wish to memorialize, in this Agreement the terms by which the Licensor shall allow Licensee permission to enter upon a portion of the Property to conduct community gardening activities.

NOW, THEREFORE, in consideration of the mutual promises herein contained, Licensor and Licensee hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:

1. Definitions. As used herein, the following terms shall have the following designated meanings:

1.1. "Garden Area" or "Licensed Area" shall mean the portion of the Property identified and depicted on Exhibit A, attached hereto and incorporated herein by reference to be used for the Garden (defined below) and over those portions of the Property owned by Licensor necessary for Licensee to access the Garden Area.

1.2. "Garden" shall mean the community garden to be created under the terms of this License Agreement within the Garden Area/Licensed Area.

1.3. "Operating Hours" shall mean sunrise to sunset or such other times as the Licensor may establish by written notice to licensee.

2. License and Premises.

2.1. Grant of License. Licensor hereby grants to Licensee a non-exclusive, revocable License to enter upon the Garden Area to maintain a community garden. Licensor shall also have a non-exclusive, revocable License over those portions of the exterior of the Property owned by Licensor necessary for Licensee to access the Garden Area.

2.1.1. Development and Maintenance

2.1.1.1. At the sole cost and expense of the Licensee, Licensee shall maintain (and cause its residents, gardeners, volunteers and others who assist with the development,

construction and/or maintenance of the Garden ["Gardeners"] to maintain) the Garden Area in accordance with applicable Laws (defined later herein), and the Strongsville Community Garden Rules and Regulations, as same may be amended (attached hereto as Exhibit C and incorporated herein; "Rules and Regulations"). In the event the Licensee desires to make any adjustments to the size of the Garden Area or any amenity associated with the Garden prior to or after installation of the Garden, the Licensee shall submit plans to Licensor for approval prior to making any changes, which approval may be withheld in the sole discretion of Licensor.

2.1.1.2. Licensee shall pay for the design, construction, and installation of any and all signs and other improvements proposed for the Garden Area, the design and locations of which shall be subject to the approval of Licensor, which approval may be withheld in the sole discretion of Licensor.

2.1.1.3. All Gardeners shall be required to sign a Waiver in the form set forth on Exhibit B prior to their participation in any Garden development, construction or maintenance activities releasing Licensor and Licensee from any liability for injury to the Gardener while on the Property.

2.1.1.4. Licensee shall maintain the Garden (and cause same to be maintained by the Gardeners) in good, attractive, weeded condition, in accord with the Rules and Regulations, applicable Laws (defined later herein) and any reasonable Licensor standards and rules and regulations as Licensor may from time to time adopt with respect to the Garden Area and the Property ("Licensor Rules and Regulations").

2.1.2. Use

2.1.2.1. Licensee agrees that all work performed in the Garden Area in accordance with the terms of this Agreement shall be performed fully free of charge and provided at no expense to the Licensor. Licensee agrees to incur the full costs associated with all work performed in the Garden Area in accordance with this Agreement but Licensee may charge a fee to users of the Garden in accordance with Licensee's Rules and Regulations. Licensee shall not pay any fee to Licensor for use of the Garden Area.

2.1.2.2. Licensee shall restrict access to or use of the Garden to Gardeners and their guests as permitted in the Rules and Regulations and any Licensee staff accessing the Garden for maintenance, supervision and other reasonable purposes of Licensee.

2.1.2.3. In the event Licensee wishes to expand its efforts to offer or coordinate public classes or events including a farmer's market, it shall submit a written request to the Licensor for approval at least (30) days before the proposed date of the activity, which approval shall be subject to Licensee's compliance with all applicable Laws. Any public events or activities shall be subject to the Licensor's insurance and indemnification requirements.

2.1.2.4. Licensee shall not and shall specify that its Gardeners (and their permitted guests) shall not: (1) enter any buildings or structures on the Property ("Buildings") for

access to restrooms, potable water or otherwise; (2) make any improper, objectionable or unpleasant noises, or otherwise interfere in any way with any occupants of the Buildings or their operations therein; (3) solicit business or distribute, or cause to be distributed, in any portion of any of the Buildings, handbills, promotional materials or other advertising; or (4) conduct or permit other activities in the Garden Area or otherwise on the Property that might, in Landlord's sole but reasonable opinion, constitute a nuisance. Licensee shall specifically prohibit any Gardener (or their permitted guests) to have, or use, any alcoholic beverages or illegal drugs while on the Licensed area or other contiguous property of the Licensor. In the event of use related conflicts that Licensee is unable to resolve to Licensor's satisfaction, Licensor may suspend Licensee's operations to resolve any such use related conflicts.

2.2. Operating Hours of Licensed Premises. Access to the Garden Area (and Property for access to such Garden Area) for the activities associated with community gardening shall occur only between sunrise and sunset, or as otherwise directed by Licensor.

2.3. Limitations on Use. Licensee understand and agrees that the license herein granted is non-exclusive and that this license does not guarantee Licensee's or any Gardener's access to the Property at all times. Licensee agrees that Licensor shall have the right to request that any Gardener (or guest) vacate the Licensed area for any reason, and following reasonable time required for such Gardener or guest to so vacate, the Gardener or guest shall be consider a trespasser on Licensed Property.

2.4. Lawful Business Use/Compliance with Laws. While on the Property, Licensee shall comply and use its best efforts to ensure that all of its Gardeners, licensees, employees and invitees comply with all applicable present and future laws, orders, directives and regulations of all applicable state, county, federal, municipal and local governments, departments, commissions, bureaus and boards and any applicable directives or directions of any public officer acting under or pursuant thereto (collectively, "Laws").

Throughout the term of this Agreement and any extension or renewal thereof, Licensee shall not allow the Licensed Area or any part thereof or of the Property to be used for any immoral or illegal purposes and shall not allow, suffer, or permit such Area or the Property to be used for any purpose, business, activity, use, function, or event to which Licensor objects in writing after Licensor receives notice or acquires knowledge of such use.

3. Term of Agreement

3.1. Term. The term of this Agreement shall be for one (1) year, renewable annually for five (5) additional terms of one (1) year each, unless earlier terminated as provided herein.

3.2. Termination. Either party may terminate this Agreement without cause by providing the other party ninety (90) days written notice. In such event, Licensee shall remove all garden plants and improvements and otherwise vacate the licensed premises on or before the expiration of such ninety (90) day period in accordance with this Agreement. In the event of a holdover by Licensee beyond such (90) day period, Licensor may, in addition to and without waiver of any other rights or remedies under law, immediately re-enter and

take possession of the Licensed Area and any Garden property found thereon, with or without process of law.

3.3. Earlier Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may terminate upon less than ninety (90) days' notice under any of the following circumstances:

3.3.1. Should the Property or an essential part of the Garden Area used by Licensee be totally destroyed by fire, flood, or other casualty, this Agreement shall immediately terminate.

3.3.2. In the case of partial destruction of the Garden Area used by Licensee, either party may terminate this Agreement within ten (10) days following such partial destruction, such notice to be given not less than ten (10) days prior to the date specified in such notice for the date of termination.

3.3.3 Sale of any part of the Property or entering into a contract to do so.

3.3.4 Condemnation of any part of the Property.

3.3.5 Notice from Licensor that it intends to construct improvements, addition(s) to or otherwise develop any part of the Property that in Licensor's sole opinion will conflict with Licensee's continued use of the Garden Area. In the event any of the circumstances provided in Section 3.3.3, 3.3.4 or 3.3.5 herein occur, Licensor may terminate this Agreement by giving written notice to Licensee specifying the date of termination, such notice to be given not less than ten (10) days prior to the date specified in such notice for the date of termination.

3.3.6 Default of Licensee pursuant to Section 7 herein.

4. Duties of Licensee.

4.1. In consideration of Licensor's granting Licensee the license hereunder Licensee shall:

4.1.1. Provide all services and functions for the Garden in accordance with the Rules and Regulations, Laws and any Licensor Rules and Regulations.

4.1.2. Provide continuous clean-up of all trash, weeds and other debris in the Garden Area, as well as any area immediately adjacent to the Garden or areas of the Property used to access the Garden Area that is caused or created by Licensee, or any of its Gardeners, employees, members, servants, agents, invitees, licensees, patrons, or guests.

4.1.3. Maintain Garden and equipment and pay for any required maintenance resulting from operation of the Garden, including but not limited to upkeep of irrigation, soil amenities, pathways and fencing.

4.1.4. Pay for all damages to the Property caused directly or proximately by Licensee, or its equipment, or any of its employees, members, Gardeners, servants, agents, invitees, licensees, patrons, or guests and not a result of normal wear and tear that would have occurred had Licensee not operated within the Property.

4.1.5. The Licensee shall return the Garden Area and Property to the same condition and degree of cleanliness or better that it was in prior to the commencement of the use promptly at the expiration or earlier termination of this License (reasonable wear and tear excepted), and shall remove any item(s) of property left or placed in or on the Property by Licensee or any Gardener or other invitee or licensee promptly at the expiration or earlier termination of this License.

5. Assignment. Licensee shall not assign this Agreement or any of its privileges hereunder, either voluntarily or involuntarily, without the prior written consent of Licensor, which may be withheld in Licensor's sole discretion.

6. Alterations. Licensee shall not make, or permit to be made, any improvements, alterations or other modifications on or to the Property or Licensed Area without the prior written approval of the Licensor, which may be withheld in Licensor's sole discretion.

7. Default and Cancellation. In the event Licensee is in breach or default of any of the terms and conditions of this Agreement or violates any Laws and thereafter fails or refuses to perform or correct the conditions constituting a breach or default or violation within fifteen (15) days of written notice thereof, this License shall be deemed revoked and forfeited without further notice or demand, and all rights of Licensee hereunder shall be terminated.

8. Indemnification/Insurance.

8.1. Licensee, its agents, successors, assigns, and transferees agree to indemnify, provide the defense of, reimburse and hold harmless Licensor, its officers, directors, members, managers, affiliates, officials, employees, servants, agents, and contractors from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causes of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other business entity, or any governmental authority arising from any loss, injury or damage of any kind, to persons or property, from whatever cause, arising out of Licensee's use of the Garden Area or Property, or any act or omission of Licensee, or any of its successors, assigns, transferees, Gardeners, employees, licensees or invitees arising out of or relating to their use of the Garden Area or Property.

8.2 Licensor, its agents, successors, assigns, and transferees agree to indemnify, provide the defense of, reimburse and hold harmless Licensee, its officers, directors, members, managers, affiliates, officials, employees, servants, agents, and contractors from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causes of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other business entity, or any governmental authority arising from any loss, injury or damage of any kind, to persons or property, from whatever

cause, arising out of any intentional act or omission on the part of the Licensor, its employees or agents, or by anyone for whose acts or omissions any of them may be liable.

8.3. Licensee hereby agrees to provide at all times and maintain at its own expense public liability insurance with a minimum combined single limit of 500,000.00 individual and 1,000,000.00 aggregate for any one occurrence and such other insurance as applicable (the coverages required herein shall be subject to review and approval and change from time to time by the Licensor), with the Licensor listed as an additional insured, with companies authorized to do business in Ohio and having such terms and conditions as are approved by the Licensor.

9. Miscellaneous.

9.1. **Non-Discrimination.** Licensee, by exercising rights granted herein, shall not discriminate or permit discrimination against any person or group of persons in any manner on the grounds of race, color, sex, sexual orientation or gender identity, religion, national origin or ancestry, age or physical handicap. Non-compliance with such assurances shall constitute a breach of this License Agreement, and in the event of non-compliance, Licensor may take appropriate action to enforce compliance and, at its option, may terminate this Agreement or seek judicial enforcement thereof.

9.2. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, County of Cuyahoga and the ordinances of the City of Strongsville.

9.3. **Interpretation.** The paragraph headings used herein are for convenience only, are not a part of this Agreement, and are not to be used in construing it.

9.4. **Notices.** The Licensee's address for all notices set forth in this Agreement shall be as follows or such other address as the Licensee may designate to Licensor in writing: City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44136, Attention: Law Director. Licensee shall have a continuing duty to provide to Licensor a valid and current mailing address for purposes of notice. The Licensor's address for all notices set forth in this Agreement shall be as follows, or such other address as the Licensor may designate to Licensee in writing: Southwest General Hospital, 18181 Pearl Road, Middleburg Heights, Ohio 44130.

9.5. **Independent Parties.** Licensee is and shall at all times be considered as an independent permittee and is in no way an employee of the Licensor.

9.5.1. It is understood and agreed that Licensee and Licensor shall in no event be construed or held to be partners, associates, affiliates, joint venturers or other related entities, or enterprises of Licensor in the conduct of Licensee's business, and that the relationship between the Parties is, and at all times shall remain, that of Licensor and Licensee. The parties agree that this Agreement does not entitle Licensor and/or Licensee or their respective employees or agents (if any) to workers' compensation benefits, unemployment compensation benefits, or any other benefits or protections that accrue from

an employment relationship, all of which shall remain the sole and exclusive responsibility of Licensor and Licensee and/or their respective employees or agents.

9.6. Entire Agreement. This instrument embodies the whole Agreement of the parties with regard to the subject matter herein and supersedes any and all other agreements or understandings. No failure of Licensor to exercise any power given it hereunder, or to insist upon strict compliance by Licensee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Licensor's right to demand strict compliance with the terms hereof.

9.7. Duplicate Originals. This Agreement may be executed in one or more counterparts each of which shall be deemed an original.

9.8. Modification. There shall be no modification of this Agreement, except in writing, signed by the parties hereto.

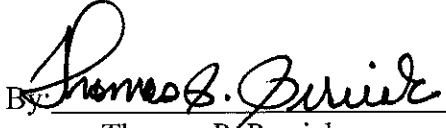
9.9. Severability. If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

9.10. AS IS. Licensee acknowledges that Licensor has not made and does not make any representation or warranty as to any matter affecting or relating to the Garden Area or the Property, including but not limited to the physical condition or suitability thereof for the purposes hereto, and Licensee acknowledges that no such representation or warranty has been made and Licensee agrees to accept the Garden Area and Property in its "as-is" condition as of the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the date first written above.

LICENSOR

CITY OF STRONGSVILLE

By: 
Thomas P. Perciak
Its: Mayor

LICENSEE

SOUTHWEST GENERAL
HEALTH CENTER

By: _____
Its: _____

EXHIBIT A

“Garden Area”



EXHIBIT B

GARDENER'S WAIVER
FOR GARDEN PLOT ON SOUTHWEST GENERAL HEALTH CENTER
PROPERTY

I, _____, have been provided with a plot at the community garden maintained by the City of Strongsville ("City") and located on the Southwest General Health Center ("Southwest General") property located at the corner of Drake and Pearl Roads in Strongsville Ohio.

I acknowledge that Southwest General and City make no representations regarding the condition of the property for use as a garden. I, on behalf of myself and any other person who I may bring on the Southwest General property for purposes related to the garden ("Guest"), take full responsibility for any injury to me or any of my Guests and hereby release Southwest General and City from any and all liability arising from or relating to my, or any Guest's use of, or presence on, the Southwest General property for purposes of gardening. I further agree to indemnify and hold Southwest General and City harmless from any actions or claims which might arise against Southwest General and City for any personal injury to me or any Guest, or any injury to property, arising out of my use of the garden plot on the Southwest property.

I agree to leave the Southwest General property at any time upon request by a Southwest and/or City representative for any reason. I acknowledge that I will not have access to the Southwest General buildings for purposes of using bathroom facilities or obtaining food or water.

I further acknowledge that I understand that Southwest General operates health care facilities on the Southwest General property, including a residential hospice, and I will at all times keep my garden in an attractive state, free of excessive weeds and debris, and that I will not play loud music, or make any objectionable, improper or loud noises when on the Southwest General property.

GARDENER:

Printed Name: _____

Date: _____

EXHIBIT C

“Rules and Regulations”

Strongsville Community Garden Rules and Regulations

This Community Garden is open to Strongsville Residents. We are all responsible to observe the rules and to do our part in maintaining the garden to the best of our abilities. We should be able to take pride in the overall appearance of the entire garden.

1. Hours must be observed for the safety and protection of all, the Garden will be open during daylight hours.
Please check the bulletin board for announcements.
2. An adult must accompany children under the age of fourteen (14).
3. Pets are not allowed at any time in the Garden.
4. It is mandated that NOTHING be planted or placed in such a way as to shade or encroach on another Gardeners plot. Further, each gardener must allow 24 inches for a clear path between adjoining plots.
5. Each gardener is responsible to provide their own seeds and plant material.
6. **Vegetation growing and impeding or shading other plots ARE NOT TO BE GROWN and must be maintained.**
7. Tools in the shed are for Community Garden use only. Gardeners are encouraged to bring their own tools. The City of Strongsville is not responsible for tools or personal property left unattended on the premises.
Borrowed garden tools must be returned to the shed in a clean and useable condition and ready for the next Gardener's use.
8. Anyone unable to work his/her Garden for the period of two (2) weeks must notify the Garden Coordinator. Any abandoned, or seemingly abandoned Garden, will be resolved at the sole discretion of the Garden Coordinator.
9. Fruit and vegetables in any abandoned or seemingly abandoned Garden, which appears to be ready to pick may be harvested at the discretion of the Garden Coordinator and donated.
10. No Gardener or guests are permitted to trespass into the Garden of another Gardener.
11. Unauthorized removal of Garden assets and/or produce is prohibited.
12. The Garden Coordinator will resolve any disputes.
13. No Gardener can assign the use of his or her plot(s) to anyone (other than a co-Gardener). No one can be involved with a Garden plot unless they have made proper application.
13. In keeping with the intention and meaning of a COMMUNITY GARDEN, and in an effort to defray costs and maximize available grants, each Gardener is expected to donate a minimum of five volunteer hours toward the operation, maintenance, and promotion of the Garden, and to support fundraising efforts that benefit the garden. Such tasks could include preparation for spring opening of the garden, fall closing of the garden or help with the daily maintenance needed.
**** We require each Gardener to Plant a Row for Charity and donate the produce which is distributed back into our Community.*
14. *Breaking of the rules, regardless of the offense, will result in: 1st offense, verbal warning; 2nd offense, written warning; and 3rd offense, forfeiture of plot without refund.*

Strongsville Community Garden Rules and Regulations

15. ASSIGNMENT OF PLOTS

Plots are assigned by the City of Strongsville.

GARDEN MAINTENANCE

16. Herbicides and insecticides are strictly prohibited, unless it is organic. Preen and similar products are not allowed. Questions of use should be directed to the Garden Coordinator. In the off season, any and all requests for soil enhancements must be made in writing and must be approved in writing by the Garden Coordinator.
17. Please, no excess watering. Gardener must be present while watering their garden.
18. Garden paths must be kept free and clear of all obstacles (i.e. tools, wagons, wheelbarrows, etc.).
19. Gardeners are encouraged to compost within their plot or use the garden compost bins or to bag and remove organic waste on their own. It is the responsibility of the Gardener to bag and remove all trash. **Weeds are not allowed in the garden compost bins. Gardeners should place weeds/grass into the labeled trash bins.**
20. Each Gardener is responsible for proper maintenance of his or her Garden and adjacent walk area. Weed control is necessary in consideration of other Garden plots for the duration of the season and the following season.
21. **End of season:** If using weed blocking material, it is the responsibility of the Gardener to remove all of it before leaving for the year. . No vegetation or support posts/cages are to be left in the plot unless it is a winter crop (garlic, carrots, cover crops...). No straw is to be left in a bale; it must be used or removed. At the conclusion of the season, all Gardeners must be "Cleared" by the Garden Coordinator that the plot is in the same condition as it was at the beginning of the season.
22. Parking is limited to the parking lot – PLEASE NO PARKING IN THE PHYSICAL THERAPY AREAS.

RECOMMENDATIONS

- Address problems to the Garden Coordinator.
- Notify of vacation or illness.
- Please plant a row to donate to the hungry of Strongsville.
- Report any vandalism or other serious non-garden problems to the Strongsville Police.
- NO SMOKING IS ALLOWED IN THE GARDEN

NOTE: Failure to comply with any of the above Rules and Regulations may result in the Gardener forfeiting his or her Garden plot and being excluded from the Garden program in the future. No refunds will be issued to Gardeners