

Twin Cities COMMUNITY GARDEN START-UP GUIDE

This guide will help neighborhood groups and organizations start and sustain a community garden. It is a template for establishing sustainable community gardens and should be customized based on each garden's needs.

Why Start a Community Garden?

More people are interested in growing food where they live, even in densely populated urban areas like the Twin Cities. Community gardens serve a variety of purposes and are found in many settings: youth-focused gardens; gardens at faith-based institutions, at schools or at public housing sites; donation gardens; market gardens- the list is endless!

Community gardens have a long list of proven benefits including: less reliance on the destructive industrial food system, local food systems and economies, building community, accessing power, beautifying neighborhoods, reducing neighborhood crime, improving the urban ecosystem, improving access to healthy and culturally appropriate food, and facilitating connections across generations and cultures. Gardening provides us with fresh, nutrient-rich produce. It is a way to control what we put in our bodies. Growing food also impacts household food budgets, allowing families to step outside of the current economic structure. Community gardens are a great option for those unable to grow at their own at home and for anyone who wants to grow food with others in a community setting!

This guide offers information on how to get started and ensure that your garden becomes an asset in your community over many seasons. There are various ways to do it, and every garden looks different.

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Portions adapted for the Twin Cities, Minnesota by Gardening Matters, from the version found at <http://celosangeles.ucdavis.edu/files/97080.pdf>, used with permission.

Elements to Co-Creating a Local Community Garden

I. Get Neighbors Involved and Form a Garden Group

To find interest, contact residents of your neighborhood. Utilize your neighborhood organization. Create intentional invitations for people in your community – this can include: flyers, social media, door knocking, etc. Be thoughtful when crafting an invitation to community members for invitation is the means through which hospitality is created.

A good invitation:

- Names the possibility about which we are convening. Must be a compelling call to create an alternative future.
- Frames the choice. It can be refused without a cost to the one refusing, and might include other ways to participate down the road.
- States clearly what will be expected if you show up (you will be asked to: explore ways to deepen learning and commitment, plan to engage with others, put your interests aside for the moment, postpone quick action, commit to the time, listen, etc.)
- Is given in the most personal way possible (ATTACHMENT I: INVITATION).

Hold an open meeting to talk about plans. Gather people or families who wish to co-create and sustain a garden. Strive to reach out to people from all backgrounds to make sure the garden demographics represent the neighborhood and is a welcoming place for all! This group will make decisions and share the work of designing, developing, and maintaining the garden. Communicate regularly with neighbors about the garden's progress.

Best Practices for Facilitating Gardener Gatherings:

- Hold gatherings at a time when most gardeners can attend.
- Offer a comfortable and welcoming space.
- Consider accessibility, including: parking and transit options, family friendly, snacks and refreshments (this could be a potluck style or community donation).
- Have interpretation available. Check with community resources for particular cultural or language groups. A family member may be able to interpret.
- Be aware of different comfort levels with technology. While some gardeners may be proficient with electronic communication, others may have trouble accessing or using technology. Decide on at least two ways to disseminate notes – electronically and on paper.
- Take quality notes, and post them in a publicly accessible place, in addition to sending them electronically.

Some initial tasks for the garden group:

- As a group, co-create values, vision and mission for the garden (ATTACHMENT II: DEVELOPING VALUES AND VISION FOR YOUR GARDEN) for reference throughout the creation process.
- Identify possible properties, possible partners, or people and organizations interested in being part of the community garden.
- If there is no garden site yet, work on land access, water, and soil health (see below).
- Start the phone/email contact list, schedule the second meeting, and identify a task for members to accomplish before the second meeting.

- Share an email and phone list of members. Social media sites, like Facebook or a garden blog can be effective ways to connect people with shared information and pictures.
- Create a garden email account, like yourgarden@gmail.com, so coordinators can all access one account and share communication duties. This way coordinators don't need to share personal contact information. Login information is easily passed along when coordinators change.

II. Find Land for the Garden and Who Holds the Title

If you are able, scope out several potential sites in your neighborhood for a higher probability that one will work. Use a checklist (ATTACHMENT III: GARDEN SITE EVALUATION) to help assess whether potential sites will be a good match for your garden. If the lot is not already being used, knock on neighbors' doors and invite them to have a conversation about the garden. If you can't find the address of a vacant lot, get the addresses of the properties on both sides of the lot to make an educated guess on the site address.

It is a best practice to get the landholder's permission to garden. To find out who owns the land title, contact the county tax assessor's office. This is public knowledge and is often available online.

Common terms for land use include "land owner," for which we substitute "land-holder."

We are not convinced Mother Earth is something to be "owned."

It should also be noted that the U.S. government broke over 400 treaties and often did not obtain proper permission for the land it took from the Native communities already here.

For properties within Hennepin County, call the Public Records Division at 612-348-5139 or visit [their website](#).

For properties in Ramsey County, call Property Records at 651-266-2000 or visit [their website](#).

III. Contact the Landholder, Sign a Lease, and Get Liability Insurance (if necessary)

Once you have found an appropriate site, contact the landholder with your group's proposal (ATTACHMENT IV: LETTER TO LANDHOLDER). Be sure to mention the value of the garden to the community and the maintenance savings the landholder may realize.

Establish terms for use of the site and negotiate a lease. Typically, groups lease garden sites for \$1 per year. Attempt to negotiate a lease for at least three years (ATTACHMENT V: LEASE AGREEMENT).

Including a "hold harmless" waiver in the lease can ease a landholder's potential concern about liability. The waiver should state that, should a gardener be injured, the landholder is "held harmless" and will not be sued. Each gardener should be made aware of this and sign the waiver. Include the waiver in a Gardener Agreement to be signed at the start of the season (ATTACHMENT VI: GARDENER AGREEMENT).

Land Tenure

- Be sure to contact the landholder each year and ask about their plans for the land.
- Are there development plans for the garden site and what is the schedule?

If the land is planned for development mid-season, talk about delaying the garden's removal until November to give gardeners the remainder of season to enjoy the "fruits" of their labor. Often land is cleared months prior to any actual digging. Delaying a garden's removal until after the season is good public relations for the developer/landholder and good for the gardeners' morale.

Landholders may also require that the garden purchase liability insurance. Community gardeners can contact their neighborhood organization (Neighborhood Association or District Council) to ask to be included in their policy. Another option is to contact a non-profit or business that already has property nearby to put a rider on their insurance. It is also possible to purchase liability insurance from the [American Community Gardening Association](#).

IV. Explore Water Options

Every garden is strongly encouraged to have on-site water access.

Options for water:

- Ask a neighbor resident or business to provide water. Propose a seasonal fee and discuss securing hoses or locking the spigot. It is possible to outfit a spigot with a [home water meter](#) that will measure exact usage, and can be billed accordingly.
- Contact the city's water department to get hooked up to a water hydrant. In some cases, they can connect to a hydrant through the sewer across a street.
- Hand watering with a hose is the most practical and affordable for individual plots. Consider the number of spigots, hoses and the distance from the water source to each plot.
- Drip and soaker-hose irrigation can be used in all areas of the garden for transplanted and established plants, and especially for deep-rooted fruit trees and ornamentals.
- To conserve water, many gardens collect rainfall in 55-gallon food-grade barrels. The [Recycling Center of Minnesota](#) offers completely outfitted barrels for a modest price each spring. Food and beverage distributors will often donate barrels, and occasionally they are offered for free on Craigslist. [See here](#) for more about rain barrel water capture systems.
- As your community garden becomes more established, the group may want to install its own water system. It can be an expensive investment on the front end, but for long-term gardens, it can be worth exploring. The City Water Dept. can tell you if there has been past water service to the site and may be able to recommend contractors for the job. Get at least three estimates for the project. Your city or neighborhood organization may be able to help with financing options.

V. Get Your Soil Tested

Have the garden soil tested for fertility, pH, and presence of heavy metals (lead) or toxins (arsenic) (RESOURCE I: SOIL TESTING).

Even if you have poor soil quality, you can still garden! Amend the soil with aged compost or manure to improve its fertility and increase organic matter content. Add lime or compost to improve your pH and nutrient content. Or, explore above-ground gardening (RESOURCE II: ABOVE GROUND GARDENING).

VI. Plan the Garden

Gardeners should be involved in the planning, design, and setup of the garden. Involving all gardeners in making these decisions is inclusive and community-oriented. Connect with other community gardens in the area with similar visions for lessons, ideas, and relationships.

In a community space like your garden, challenges may arise. Shared leadership models foster co-creation and co-ownership. By sharing responsibilities among garden leaders, you can surface the wisdom of multiple perspectives. Shared leadership focuses on collective-decision making and problem-solving together (RESOURCE III: FACILITATION & LEADERSHIP).

Before the design process begins, measure your site and make a simple, to-scale site map. A great way to generate ideas and visualize the design is to use simple drawings or photos cut from garden magazines representing the different garden components--flower beds, compost bins, pathways, trees, etc.--that can be moved around on the map as the group discusses layout. There are many options for your group to consider in the design of your garden (ATTACHMENT VII: COMMUNITY GARDEN PLANNING).

Remember that all you really need for a community garden is space to grow and be together. Some of the considerations listed below can be very beneficial to your space, but are not necessary.

i. Physical Elements of a Community Garden

Create a site plan detailing the layout of growing space and any other garden elements your group decides on.

- Communal gardens (where the space is gardened collectively). Allotment gardens (where folks have their own individual plots). Combination gardens featuring communal and allotment space.
- In-ground plots (often from 10x10 to 20x20 feet). Raised beds (no more than 4 feet wide and 8 to 12 feet long). Straw bales or containers for above-ground growing.
- Pathways between beds and plots (at least 3 feet wide to allow for wheelchairs and wheelbarrows). Paths are typically layered with mulch or woodchips to deter weeds.
- A delivery site for large quantities of woodchips and compost, accessible by large trucks, if possible.
- Seating options for gardeners like a bench or picnic table, preferably in shade. Increase accessibility by placing tree stump stools or chairs near the garden beds for gardeners with lower stamina or physical mobility.
- Signage (more on signage below).
- A shared composting area for gardeners (RESOURCE IV: COMPOST).
- In addition to pathways, there are other options to create ADA accessible gardens (RESOURCE V: ADA ACCESSIBILITY).

ii. Other Dreamy Garden Elements

- A tool shed or other structure for storing tools, supplies, and materials.
- Fruit trees to be cared for and shared by all members.
- Perimeter landscaping, including native drought tolerant flowers and shrubs; plants to attract pollinators; flowers suitable for cutting bouquets; herbs for communal use.
- A children's area with space for gardening and play.
- A gathering area that can include seating, tables, pizza ovens, fire bowls and more!
- A community bulletin board for regulations, garden map, meeting notices, and other important information. Translate this information for non English speakers! Graphics and illustrations can be very helpful supplements to written language.
- An area or plot for the food shelf (RESOURCE VI: DONATING PRODUCE).
- A simple irrigation system.

iii. Garden Signage

A sign can be the first way the community interacts with the garden. If the community speaks multiple languages, consider listing information on the sign in more than just English. Include relevant information, and be as creative and collaborative as your group wants (RESOURCE VII: SIGNAGE).

- Garden name.
- Garden phone number and/or email address for more information or to get involved.

- If gardeners participate in weekly garden, include days and hours. Information to discourage theft, such as “Gardeners pay to rent these plots and work hard to be able to harvest their food. If you are hungry, you may take from the community plot in the front left corner of the garden.”
- If the garden donates to the local food shelf, invite community members to visit the food shelf to take home garden produce
- Include artwork from local youth or artists.

VII. Create a Garden Budget

Use your design to develop a materials list and cost-out the project. You may need to call around to get prices on fencing and other items. You might be surprised at the total cost once all the individual items are added together. At this point, your group might decide to scale back on initial plans and save some design ideas for wish list. A budget will help identify and prioritize annual expenses and determine how much to charge for gardener dues (ATTACHMENT: BUDGET WORKSHEET).

This is also a good time to set up a garden bank account, and determine which garden coordinator(s) will keep track of finances.

VIII. Where to Get Materials and Money

While some start-up funds will be needed, you may be able to obtain material donations. Community businesses might assist, providing anything from fencing to lumber to plants. The important thing is to ask. Develop a letter telling merchants about the garden project and why it is important to the community. Attach a reasonable "wish list." Personalize this letter for each business you approach (ATTACHMENT: DONATION REQUEST LETTER). Drop it off personally with the store manager, and follow up by phone. Be patient, persistent, and polite. Be sure to thank these key supporters and recognize them on your garden sign, at a garden grand opening, or other special event.

There are a variety of places where you might find free materials for your garden, including COMGAR (the community garden listserv), garage sales, or websites like Craigslist (look in the free category), Freecycle, or Twin Cities Free Market.

Your garden group can raise money for other purchases through a variety of fundraisers, such as car washes, craft and rummage sales, pancake breakfasts, and bake sales. Funds can also be obtained by writing grants. Contact your city councilperson for assistance in obtaining city services like trash pick-up. Their staff can also help you with organizing and soliciting material donations. Ask your neighborhood association or district council for support. They may be able to help you immediately or write you into their next grant. Contact a prospective foundation to see if the community garden is a good fit and apply for any potential grants. Be aware that grant-writing efforts can take six months or longer to yield results, and you will need a fiscal sponsor or agent with tax-exempt 501(c)3 status (such as a church or non-profit organization) that agrees to administer the funds.

If you register your community garden with Gardening Matters on our website, we will contact you when funding opportunities arise.

IX. Recruit Gardeners

If you haven't already found gardeners to fill your plots, reach out to your local community. Contact nearby apartment buildings, organizations, and congregations to let them know about gardening opportunities. Tell your friends and community. Use social media. Hang fliers. Remember that people receives information in a variety of ways, and spread the word in as many ways as you can.

Gardening Matters provides a referral process that helps community members find garden space. Let us know if you have open spots and we can direct prospective gardeners to you!

X. Communication

Clear garden guidelines, strong garden coordination, and frequent communication minimize misunderstandings in the garden. The garden coordinating group can help resolve garden communication issues, using recommended practices from the Facilitation Toolkit (RESOURCE III: FACILITATION AND LEADERSHIP).

Garden leadership should make every effort to have interpretation at garden meetings when participants need it. Perhaps a family member of one of the garden members who speaks the language can help.

The collaborative spirit of a garden with shared leadership and co-ownership will create more authentic community engagement. Sharing information and responsibilities helps the garden adapt to changes in leadership and participation (ATTACHMENT X: IMPORTANT GARDEN RECORDS).

XI. Community Events and Celebration

In a communal garden, regular group workdays are essential to the collective success of the garden. In plot-style gardens, participants may work their plot regularly and somehow not see any other gardeners! Host workdays to encourage interaction and community in the garden. This could be for an hour 2-3 times a week, or once a month for large-scale garden project. Use these opportunities to build community as well, by providing snacks or meals and encouraging gardeners to spend time together.

Be sure to take time to celebrate. Host a grand opening for the garden, like a barbeque, potluck or other event. This is a time to recognize all those who donated materials or time (flower, special certificates, etc.). Throughout the year, particularly around the growing season, plan occasional social events that center on garden education and milestones. Some examples include opening and closing days, seed swaps, harvests, workshops, and collective workdays. Consider creative ideas like an ice cream social or a scavenger hunt. Involve the community, and enjoy the garden you've created!

Major garden projects may require additional assistance. Some businesses look for employee volunteer opportunities, and many social service organizations have similar programs for youth. Gardening Matters can help you identify potential partners. If your garden becomes a member, Gardening Matters will promote your event to their volunteer pool.

XII. Responding to Garden Challenges and Interpersonal Conflict

We encourage community gardens to work together to when challenges arise. This is a good time for gardeners to revisit their statements of vision and values and ground rules, as these will often point to positive ways to resolve issues (RESOURCE III: FACILITATION AND LEADERSHIP).

Most gardens experience occasional vandalism or theft. The best action you can take to prevent vandalism is good community outreach, especially to the garden's immediate neighbors, including youth. Encourage gardeners to introduce themselves to people they don't recognize- tell them about the garden. The most successful gardens are the most rooted in community, with strong relationships.

XIII. Review and Reflect

Much of the garden process is organic, and you will make many decisions throughout the first season about your physical space and processes. You may benefit greatly from organized reflection and review with the entire group mid-way through or at the end of the season.

- Review the planning worksheet (ATTACHMENT VII: COMMUNITY GARDEN PLANNING) with the garden group to see if any questions arise.
- Reassess garden guidelines and change as necessary.
- If garden coordinators have taken on specific roles through the season you may want to create or review their position descriptions or responsibilities.
- Determine positions or committees for following year, if applicable.
- Schedule workdays and special events and recruit volunteers to help organize.

Samples and Worksheets

I. Invitation

An invitation to the community to get involved in starting a new community garden

II. Developing a Vision for Your Garden

A worksheet to guide a discussion and record decisions about the garden's purpose

III. Garden Site Evaluation

A worksheet to help folks assess potential garden sites

IV. Letter to the Landholder

A template letter asking the landholder for permission to create a community garden on the land they manage. Edit to fit your group's needs.

V. Lease Agreements

Two sample lease agreements between the landholder and the community garden group for the terms of use. The garden group and landholder should edit to fit their needs and concerns.

VI. Gardener Agreement

An example of a gardener agreement that could be adapted for your garden group. Includes a "hold harmless" waiver.

VII. Community Garden Planning

A worksheet to guide group decision-making about how the community garden will operate.

VIII. Budget Worksheet

How to calculate cash flow for the garden. Adapt to your garden group.

IX. Donation Request Letter

A sample letter to be used by gardeners for asking local merchants and others for donations. Adapt to your garden group.

X. Important Garden Records

Every garden should keep a record of important information pertaining to their land, the garden, and its finances. This information should include anything the garden group deems relevant, and should be updated as necessary.

I. Invitation

What do you dream of for the Sunshine Community Garden?

Neighborhood Gardeners —
Let's join for a potluck dinner and begin a conversation about
growing food and being in community together.
Help shape the future of the Sunshine Community Garden!



February 20, 2016

Dinner: 5:30-6 PM Gathering: 6-8 PM
123 Grand Avenue, Our Fair City, MN, 55000

Dinner provided! Interpretation provided! Children welcome!
Please RSVP to
sunshinecommunitygarden@gmail.com

II. Developing Values and Vision for Your Garden

Defining why you want to develop a community garden will help you establish values and vision for your garden project. These guiding principles are critical in times of transition or challenges. They also will help to recruit new garden members and gain community support.

Guiding Values

Discuss: What do we value as a group?

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Identify how your garden project will benefit your neighborhood and community.

Think of examples:

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Developing A Vision for Your Garden

What will the garden look like in 3-5 years after it has been established? What will gardeners say about the garden? Non-gardeners? What will people see or hear as they pass by the garden? What will the community know about the garden?

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Define what you want to accomplish in the first year.

List several intentions for your garden group's first year.

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-
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Use your garden vision and values to create a brief mission statement

Create a mission statement that unites the group and the garden to a larger purpose.

Example: "Our mission is to strengthen our neighborhood by maintaining a community garden that provides a common ground for neighborhood members to garden together and get to know each other."

III. Garden Site Evaluation

Take notes on each component

| COMPONENT | YES/NO | DESCRIPTION/PROPERTIES |
|--|--------------------------|------------------------|
| Sun | <input type="checkbox"/> | |
| <input type="checkbox"/> shade – partial shade – full sun for 6-8 hrs | <input type="checkbox"/> | |
| <input type="checkbox"/> shading structure (house – tree – shed – etc.) | <input type="checkbox"/> | |
| <input type="checkbox"/> facing (SW – S – SE – N – NE – NW) | <input type="checkbox"/> | |
| Soil: | <input type="checkbox"/> | |
| <input type="checkbox"/> texture (sand – silt – clay – organic matter) | <input type="checkbox"/> | |
| <input type="checkbox"/> drainage (wet – moderate – dry) | <input type="checkbox"/> | |
| <input type="checkbox"/> compact or loose | <input type="checkbox"/> | |
| <input type="checkbox"/> ph level (from soil test) | <input type="checkbox"/> | |
| <input type="checkbox"/> nutrient levels N-P-K (from soil test) | <input type="checkbox"/> | |
| <input type="checkbox"/> lead or other toxins (from soil test) | <input type="checkbox"/> | |
| Topography: | <input type="checkbox"/> | |
| <input type="checkbox"/> flat or sloped | <input type="checkbox"/> | |
| Water Access: | <input type="checkbox"/> | |
| <input type="checkbox"/> on-site or neighboring apartment – home – business – church | <input type="checkbox"/> | |
| <input type="checkbox"/> other source (hydrant – rain catchment) | <input type="checkbox"/> | |
| proximity to garden and plots | <input type="checkbox"/> | |
| Site Amenities: | <input type="checkbox"/> | |
| <input type="checkbox"/> shed or tool box site | <input type="checkbox"/> | |
| <input type="checkbox"/> composting site | <input type="checkbox"/> | |
| <input type="checkbox"/> visibility (safety and publicity) | <input type="checkbox"/> | |
| <input type="checkbox"/> parking spaces – bike racks | <input type="checkbox"/> | |
| <input type="checkbox"/> restroom access | <input type="checkbox"/> | |
| <input type="checkbox"/> power | <input type="checkbox"/> | |
| <input type="checkbox"/> site history (parking lot – gas station – residential) | <input type="checkbox"/> | |
| Neighborhood: | <input type="checkbox"/> | |
| <input type="checkbox"/> environmental polluters (incinerators – highway – industrial sites) | <input type="checkbox"/> | |
| <input type="checkbox"/> animals (deer – raccoons – dogs) | <input type="checkbox"/> | |
| Other: | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | |

IV. Letter to Landholder

Property Title Holder
123 Grand Avenue
Our Fair City, MN 55000

Dear [name of landholder],

My name is [your name]. I am contacting you on behalf of the Sunshine Community Garden Committee, a group of neighborhood residents working on starting a community garden in the neighborhood. Our committee has met several times for planning meetings and has started building a strong and diversified coalition of supporters for the garden including a representative of the Community Hospital Employee Advisory Council (who offered volunteers), the Sweet Library Branch, the Neighborhood Community Council, and the Lutheran Baptist church. We've also had the ongoing support from the local non-profit organization, Gardening Matters.

We've been searching for potential sites for the Sunshine Community Garden (SCG) and have come across your property at 9th Street and Grand Avenue (926 Grand Avenue). As you might guess, the purpose of this letter is to inquire about the possibility of using your land as the site of the garden.

We'd love to speak with you in person or over the phone to discuss what hosting a community garden on your property would entail. We'd also like to present to you the beautiful and vibrant community gathering space we envision and discuss our proposal in detail.

In general, the garden would be a place where community members who do not have their own gardening space (those living in apartment buildings), or who have too much shade (like so many residents in the neighborhood) could grow nutritious produce. In addition to making space available to community members, the garden would serve as a gathering place facilitating positive social interactions. Other possible uses for community gardens include offering adult educational workshops, youth gardening programs, growing food for local food bank, and integration within senior centers.

There would be a Garden Coordination Committee to oversee the project, a Treasurer to handle the money generated by fundraising and the gardener fees, and Garden Stewards who would make sure that all the gardeners are maintaining the space. This means you would no longer need to take care of the site yourself!

We would love to meet and discuss negotiating a lease, liability insurance, garden guidelines, and water access and billing. Of course, all the community garden costs would be covered by the SCG Committee and gardeners.

I've included with this letter some general information about community gardens provided by Gardening Matters, including a list of some of the benefits community gardens can bring to a community. The SCG Committee is a well-organized group of interested neighborhood residents committed to the creation and continued upkeep of a community garden in the neighborhood.

Thank you for your consideration of our proposal. Please feel free to contact me to discuss the community garden project in more detail. My phone number, email address, and mailing address are included below. Thanks again.

Respectfully,

V. Lease Agreements

For Community Garden Site at 123 Grand Avenue

This lease is between [Name of Landholder], the owner of the property at 123 Grand Avenue, and the lessees: the Sunshine Community Garden.

The duration of the lease shall be from _____ to _____, and will be renewed every three years after _____ unless one of the three parties does not approve. There shall be no charge for use of the land for the purpose specified herein.

The lease is for use of land for the purpose of building and operating a community garden. The garden shall be located on the eastern portions of the lot owned by [Landholder]. The landholder shall provide access to and reasonable use of water.

The Sunshine Community Garden will prepare a plan for the garden in consultation with the landholder, showing the location of the beds and submit a plan to the landholder for approval.

In the future, features may be added to the garden such as a decorative fence, compost bins, a pergola/gazebo type structure, a sign, etc. Plans for such improvements will be presented to the landholder for design and location approval.

Landholder

Sunshine Community Garden

THIS IS A COMMUNITY GARDEN LEASE (the “Lease”), dated as of _____ between [Name of Landholder], (“Landholder”) and [Name of Garden].

[Name of Garden] wishes to develop and operate a community garden. Landholder is willing to lease land to [Name of Garden] for that purpose on the terms described in this Lease.

Landholder and [Name of Garden] Agree as Follows:

1. GARDEN, TERM AND RENT

1.1 Lease. Landholder leases to [Name of Garden] the []-square foot Garden located at (the “Garden”). *[Either describe location of Garden or include as an exhibit.]*

1.2 Use. [Name of Garden] will use the Garden for the sole purpose of operating a community garden (the “Garden”) with plots or joint cultivation areas to be assigned by [Name of Garden] to community members.

1.3 Term. The term of this Lease is [] year(s), starting on [] and ending on []. This Lease will terminate upon the expiration of this term or the final renewal term, if any, or if either party terminates it as described in Section 4.

1.4 Renewal. This Lease will automatically renew for additional [] -year terms unless either Landholder or [Name of Garden] provides written notice to the other of non-renewal.

2. OPERATION AND MAINTENANCE OF GARDEN

2.1 Garden As-Is. [Name of Garden] acknowledges that Landholder is not making any representations, warranties, promises, or guarantees of any kind to [Name of Garden], including, without limitation, any representations about the quality, condition, or suitability of the Garden for use as a community garden. In deciding to enter this Lease, [Name of Garden] has made its own independent evaluation of the suitability of the Garden for a community garden.

2.2 No Landholder Responsibilities. [Name of Garden] has sole responsibility for the planning, setup, management, and carrying out of operations on the Garden, including, without limitation, obtaining any permits required for operating a community garden. Landholder has no obligation to make any alterations, improvements, or repairs of any kind on the Garden, or to provide any services or other support.

2.3 Comply with Laws. [Name of Garden] will use and operate the Garden in compliance with all applicable zoning, environmental, and other laws and regulations

2.4 Garden Regulations. [Name of Garden] will operate the garden in accordance with a set of garden rules. [Name of Garden] will require all persons to whom it licenses plots to enter into a gardener agreement and waiver of liability.

2.5 No Alterations. [Name of Garden] may not make or permit any alterations or improvements to the Garden without Landholder’s prior written consent, except for a shed, fences, raised beds, hoopouses, benches, bicycle racks, picnic tables, rain barrel systems, and other features common to gardens.

2.6 Right of Inspection. Landholder may enter the Garden at all reasonable times to inspect the Garden and evaluate whether [Name of Garden] is in compliance with the terms of this Lease. [Name of Garden] will provide a key to any gate to the Garden.

2.11 Commercial Enterprise Prohibited. [Name of Garden] will not undertake or allow the undertaking of any commercial enterprise, including but not limited to sales of produce, on the Garden.

3. EXPENSES

3.1 Utilities. [Name of Garden] will have sole responsibility for obtaining and paying for all water used on the Garden during the Lease term.

4. TERMINATION

4.1 At Will. This Lease may be terminated at any time by either Landholder or [Name of Garden].

4.2 Cooperate in Transition. Upon termination or expiration of this Lease, the rights of [Name of Garden] under this Lease will immediately, automatically, and without consideration terminate and revert to Landholder. [Name of Garden] and Landholder will cooperate in good faith in reasonable transition activities with Landholder prior to and after termination of this Lease in order to minimize impact on the community and Landholder's use of the Garden.

5. WAIVER OF LIABILITY

5.1 Waiver of Liability. [Name of Garden] releases and waives all claims against any Landholder with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by [Name of Garden] from any causes whatsoever, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of such Landholder; (b) any loss or damage or injury to any property on or about the Garden belonging to [Name of Garden], except to the extent such injury or damage is to property not covered by insurance carried (or required to be carried) by [Name of Garden] and is caused by gross negligence or willful misconduct of such Landholder; or (c) the condition of the Garden and suitability of the Garden for use as a community garden. Subject to the prior provisions, Landholder shall not be liable for any damage or damages of any nature whatsoever to [Name of Garden] caused by explosion, fire, theft, crime, or negligent behavior, by sprinkler, drainage, plumbing, or irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the Garden, by natural occurrence, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the Garden, or by anything done or omitted to be done by [Name of Garden] or any other person on the Garden. In addition, Landholder shall not be liable for any Losses for which [Name of Garden] is required to insure. This Section 5.2 will survive any termination of this Lease.

6. INSURANCE

6.1 Insurance. [Name of Garden] is responsible to take out and maintain without interruption during the term of this Lease comprehensive general liability insurance naming Landholder as an additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than [One Million Dollars (\$1,000,000).] Coverage shall be made on an "occurrence" basis and not a "claims made" basis.

6.2 Evidence of Insurance. On or before Landholder delivers possession of the Garden to [Name of Garden], [Name of Garden] will provide Landholder with a copy of the insurance policies required by Section 6.1.

7. GENERAL PROVISIONS

7.1 Entire Agreement. This Lease is the entire agreement between Landholder and [Name of Garden] and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between Landholder and [Name of Garden] relating to the same subject matter.

7.2 Modification and Severability. This Lease may be modified only as stated in a writing signed by both Landholder and [Name of Garden] which states that it is an amendment to this Lease. If any provision in this Lease is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

7.3 Waiver. Any waiver of any term of this Lease must be in writing. Failure, neglect, or delay by a party at any time to enforce the provisions of this Lease will not be considered a waiver of that party's rights under this Lease. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this Lease.

This Lease is signed by Landholder and [Name of Garden] as of the date first written above.

LANDHOLDER

[NAME OF GARDEN]

EXHIBITS

Exhibit A: Garden Map

Exhibit B: Form of Garden Rules and Regulations

Exhibit C: Form of Gardener Agreement and Waiver of Liability

VI. Gardener Agreements

There are many avenues for addressing challenges in the garden and keeping open communication. It is important for the garden group and gardeners to have a path for conflicts that arise in the garden. We recommend each garden provide this based on their garden's values.

SUNSHINE COMMUNITY GARDEN CONTRACT

As a gardener in the Sunshine Community Gardens, I agree to the following policies:

1. I agree to abide by any decisions made by the leadership team.
2. The 2016 gardening season is April 1 to October 20. I agree to pay the \$20.00 per plot fee to Sunshine Community Garden to contribute to the cost of the site by April 4. A standard plot will be 20' by 16'. Additional plots may be requested, but may not be granted based on total demand. There will be no more than two plots given out to a single family or household. Planting must be started by June 1st. Failure to do so by this date will result in forfeiture of your garden plot.
3. I agree to volunteer at least 4 hours for general garden construction, maintenance, and/or committee work needed for the success of the garden.
4. I agree to follow organic gardening principles by not using herbicides, chemical fertilizers, human waste, or pesticides on my plot. Failure to abide by this rule will result in forfeiture of my gardening privileges.
5. I will keep my garden within the assigned boundaries and maintain the edges. I will agree to plot line divisions, shading, and structures with my plot neighbors. I will not take food or plants from other gardeners' plots. I will not take anything from the garden that is not rightfully mine. I will not disturb or use any materials outside of my garden plot other than the designated community tools and resources.
6. I will maintain my plot in an orderly fashion, keeping it free of weeds and debris. The U of M Extension's definition of weeds is used here: <http://www.extension.umn.edu/garden/yard-garden/weeds/>
7. I will keep my plot, paths, and surrounding areas clean and neat. I will completely separate my trash into three groups: 1) dead plants, leaves, and other green waste plant parts; 2) rocks, stones, and asphalt; and 3) paper, plastic, cardboard, wood, metal, etc. I will put each type of trash only in the areas designated specifically for each. Anything I bring from my home I will take back home. I will not bring household trash and leave it at Sunshine Community Garden.
8. Garden cleanup must be accomplished by October 20th. Failure to do so by this date may result in the loss of a plot during the next growing season.
9. Gardeners at the site are given preference for their previous plots the following year. Plots are assigned and not transferable. I may allow others to garden in my plot, but I am responsible for fees, cleanup, and other duties.
10. I will not bring weapons or pets or other animals to the garden. No smoking or spitting in the gardens is allowed.

11. Guests and visitors, including children, may enter the garden only if I accompany them. They must follow all rules, term, and conditions stated here. I will supervise my children at all times when they are in the garden. I am solely responsible for the behavior of my guests.
12. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.
13. I will work to keep the garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.
14. I will not waste water. If I used the water, I understand it is my responsibility to insure that the main spigot is turned off in a timely manner.
15. Breaking any rules, terms, and conditions may be cause for exclusion from the garden and loss of my plot.
16. The garden leaders will contact the person assigned to the plot and describe the problem and the desired correction. If no action is taken within one week of being contacted, the person will again be contacted. If no action is taken one week after the second contact, the plot and any fees paid will be forfeited and the plot will be either re-assigned or maintained by other garden members.
17. I forfeit my right to sue the owner of the property, the City of Minneapolis, or the Sunshine Community Garden organizers.
18. I acknowledge that I have read and understand all of the provisions of the Lease Agreement entered into by Sunshine Community Garden. I agree to abide by all pertinent requirements listed within said Lease Agreement.
19. I agree to all the above policies. I understand failure to garden by these rules may result in forfeiture of my plot.

Signature

Printed Name

Phone

Email

Address, City, Zip Code

Referring Organization

Contract Date

SUNSHINE COMMUNITY GARDEN
GARDENER AGREEMENT

I use this garden at the sole discretion of the Sunshine Community Garden Committee. I agree to abide by its policies and practices.

- 1) The fee for the use of the garden is (\$20.00) per year (April 1 – October 31), due on or before (February 15). All dues collected cover only basic operation costs (may list here).
- 2) Once I have obtained membership, through this signed agreement and the dues payment for the garden, I will cultivate and plant it by June 1, either collectively on scheduled group days, or when my schedule permits.
- 3) I will attend at least two garden workdays. If workshops are offered, I will do my best to attend at least one on each of the following topics: soil preparation and maintenance, watering the vegetable garden, and pest and disease control.
- 4) I will keep plants (within the communal garden boundaries) or (within the limits of my garden plot) and will not allow any plants to grow more than (six) feet high. I must keep my plot free of weeds, and pests.
- 5) I will keep work space, paths, and surrounding areas clean and neat. I will dispose of plant material in the designated compost areas. Anything I bring from my home I will take back home.
- 6) I will water my plot according to water-wise guidelines.
- 7) I will not take food or plants from other gardeners' plots. I will not take anything from the garden that is not rightfully mine.
- 8) Guests and visitors, including children are encouraged to join you in the garden, or on workdays. They should follow all rules, terms, and conditions stated here.
- 9) I will respect other gardeners. I will actively work to unpack my personal biases, learn more about the diverse people in my garden and respect each individual involved with the garden.
- 10) I will work to keep the garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.
- 11) Adult gardeners are responsible for their own safety. Children of gardeners are expected to be under the control of their parent(s) or guardians(s) when at the garden site. Young children should be escorted across the roadway.
- 12) If you see a hazard, unsafe condition, or situation that could result in injury or ill health, take the appropriate action. Eliminate the hazard or unsafe condition only if you are able to do it safely and are comfortable taking the action to correct the hazard or unsafe condition. Otherwise, notify the garden organizer as soon as possible.
- 13) The use of chemical herbicides, pesticides, and fertilizer is not allowable within the garden.

- 14) I will not plant any illegal plants. I will not smoke, use illegal drugs, or gamble in the garden. I will not come to the garden while under the influence of alcohol or illegal drugs. I will not bring weapons to the garden.

- 15) Rototillers, lawn mowers, power weed trimmers, wood chippers, chain saws, or other power equipment will be operated in the garden only by individuals over the age of 16 who own the equipment or have themselves leased the equipment for use. These individuals use this equipment at their own risk.

- 16) I will return garden borrowed garden tools to the shed when I am finished using them. I will bring home any tools of my own that I have brought to the garden.

Gardeners agree to hold harmless (Landholder) volunteer organizers and work leaders, their partnering organizations and their employees, Board Members, Officers, Volunteers and other persons and land owner(s) garden(s) from any liability, damages, loss, injury or claim that occurs in connection with association with the Sunshine Community Garden.

I have read and understand the application and accept these rules, terms, and conditions stated above for the participation in the Sunshine Community Garden.

Signed: _____ Date: _____
Gardener

Approved: _____ Date: _____
Garden Coordinator/Committee Member

VII. Community Garden Planning

Discuss these questions and work together to generate ideas and policies for your community garden. Add more questions as necessary and delete when appropriate.

Garden name:

If the garden will have individual plots, how many?

If there will be communal space, how big will it be?

How many people will be able to be involved?

Will there be gardener fees? If so, how much?

What do gardener fees include? (water, tilling, tools, plants, seeds, etc.)

Is there a limit to how much space one person can garden?

For plots, what is the process for plot selection?

Is there any priority for gardener participation (neighborhood resident, etc.)?

Is there a wait list for interested gardeners?

What is the process for allocating space to last year's gardeners?

What are specific garden care requirements (weed control, etc.)

What if an assigned garden space is not planted or maintained?

What should a gardener do in case of an extended absence (vacation, illness, etc.)?

Who will communicate? How? After how long?

What should gardeners have accomplished by the end of the season?

Will a portion of the fee be refunded if gardener leaves plot in good condition?

What are the rules on pesticides, herbicides, and fertilizers? (Gardening Matters recommends only organic pest controls and fertilizers, and no herbicide use).

What are the garden's policies on

compost bin and its maintenance:

water:

tools:

overripe/diseased vegetables:

structures/supports:

trash:

parking:

What is the process for amending the garden guidelines or gardener agreements (popular vote, committee vote, etc.)?

How/when are these agreements re-evaluated (as-needed, seasonally)?

What resources are available for getting gardening advice or help?

Are gardeners responsible for general garden maintenance (weeding paths, turning compost, etc.)?

Who will cut grass on borders, in paths, or on boulevards?

It is okay to grow tall or vining plants?

Are there any guidelines about growing invasive species?

Are pets allowed in the garden?

Who should be notified if there is a problem in the garden?

Will you have a bank account? Who will manage the money?

Will the garden have a bulletin board or information kiosk?

Is there a designated plot that grows food for a food shelf? Who will tend it?

Are there plots or raised beds accessible by wheelchair?

Will there be picnic table, bench, or other seating?

Will there be a shade structure?

Will there be a children's area?

Will there be perennial plants or fruit trees?

Will the garden have work days? When and how often?

Must gardeners attend group work day?

Will gardeners need to complete a required number of hours in service to the garden?

Is there a regular gardening time?

Will the garden host celebrations or events (seed swap, harvest potluck, etc.)?

VIII. Sample Budget Worksheet

Use this worksheet to anticipate costs that your garden group may have. Examples included in this worksheet are merely suggestions of incomes and costs for your garden. Be sure to record actual expenditures and donations as they occur.

*think about what your costs are going to be, then what can be done to meet these costs

*think about the infrastructure improvement over time, the first year can be the most costly

| Line Items | Cost |
|---|------|
| Possible Revenues/Incomes | |
| Plot Fees (# of plots x cost per plot) | |
| Neighborhood Start-up Grant | |
| Garage Sale Fundraiser | |
| Balance from previous year | |
| Total Income | |
| Expenses | |
| Water bill (meter and/or hydrant hook-up) | |
| Water system (supplies, like hoses & barrels) | |
| Tool storage and combo lock | |
| Hand tools (shovels, rakes, trowels, pruners) | |
| Lease fee (if applicable) | |
| Liability insurance (if applicable) | |
| Woodchips | |
| Compost or topsoil | |
| Plant materials (seeds & seedlings) | |
| Printing (agreements, flyers, etc) | |
| Garden sign –construction materials (stakes, board, paint, brushes) | |
| Wish List | |
| Bulletin board (construction materials) | |
| Fruit trees | |
| Fence | |
| Picnic table | |
| Arbor | |
| Trees | |
| Children’s space | |
| Total Expenses | |
| NET INCOME (income – expenses) | |

IX. Donation Letter

Urban Garden Nursery
123 Hip Hop Street
My Fair City, MN 55000

Dear Store Manager or Owner,

There is a new community garden starting in your neighborhood, The Sunshine Community Garden! Our mission is to build community through gardening by creating a space for people to come together to grow food and flowers, and to share gardening techniques and recipes. We have identified the land, developed the design for the garden, and built a strong contingent of gardeners in the process.

We are asking Urban Garden Nursery to help the community garden get started by providing a variety of tools that will be used and cared for by the members of the garden. Our first priority is a wheelbarrow and five hoses, though we would also appreciate any of the following cultivations tools: hoes, spades, hard rakes, hand pruners or trowels. We will happily acknowledge your donation on our garden sign.

One of our gardeners will be in contact with you within the week to follow-up our letter. Thank you for your consideration!

See you in the garden!

Sunshine Community Gardeners

Sally Sunrise
155 Hip Hop Street

Abel Artichoke
234 BeeBop Street

Horace Hortiman
521 Jazz Avenue

Mimi Mananas
111 Ska Avenue

Pepe Pepperino
243 Greengrass Street

Telly Tomato, community organizer
Sunshine Neighborhood Council
411 Salsa Street

Include the garden design (a rough sketch is ok) with this letter. Communicate which items are priorities for your group.

Have all the gardeners sign the letter above their respective name. Including gardener addresses lets the business know that the garden is serving the local community – their clientele.

Choose one person to make the follow-up phone call.

X. Important Garden Records

It is a good practice for several garden coordinators to have access to certain important information pertaining to the land, the garden, and its finances. This way, in the case that a garden coordinator is not longer available, the information is still held within the garden group.

1. Bank Account

Bank Name:

Bank Address:

Name on Bank Account:

Account-holders' name(s) (if different):

Bank Account number:

2. Landholder contact information and lease agreement

Address of Community Garden Site:

Parcel Number of garden site:

Name of landholder:

Name of contact person:

Mailing address:

Phone:

Email:

Annual Fee (if any):

End of Lease Date:

Comments:

3. Liability Insurance renewal

Name of Insurance Holder:

Contact person:

Mailing address:

Phone:

Email:

Fee (if any):

Expiration Date:

4. Water system

Water source (*neighbor, water hydrant, on-site water system, etc.*):

Contact name, phone and email:

Fee:

Payment Schedule:

Briefly describe the arrangement and how the water system works:

5. Garbage pick-up (if applicable)

Name of Garbage Service:

Account Number:

Name of Account holder:

Fee:

Payment Schedule:

6. Information about the organizations associated with the community garden.

| Name of organization/ agency | Relationship to the garden | Contact person and title (if applicable) | Contact info: mailing address, phone, email |
|---------------------------------|-------------------------------|---|--|
| <i>Sample spreadsheet</i> | | | |
| | | | |

7. For the Garden

a) Ward: _____ City Councilmember & phone:

b) Neighborhood Association/District Council:

8. Contact information for all gardeners

| Name of Garden member | Phone number | Email address | Mailing address | Plot number (if applicable) |
|-------------------------------|-----------------|---------------|-----------------|--------------------------------|
| <i>Sample spreadsheet</i> | | | | |
| | | | | |

7. Garden Contact information

Mailing Address if not the coordinator:

Phone number:

Garden Email address:

Who is in charge of checking the email address:

Website Address:

Website host, name of company:

Contact info for website host:

Resources

There are a great wealth of resources available for folks trying to start a community garden. Some of this information is on the Gardening Matters website. If you cannot find a particular resource in this Start Up Guide or on our website, try these other sources of information:

- **Google** – There is endless information available online, if you only google it! Think of how many examples of water catchment systems you might find with an image search.
- **COMGAR** – Gardening Matters moderates [this e-democracy listserv](#) for the community of gardeners and farmers in the Twin Cities Metro Area to share and seek advice and resources.
- **Get in touch!** – Feel free to contact us via [facebook](#), email (info@gardeningmatters.org), or phone (612-821-2358). Or feel free to stop by our office and chat!

I. Soil Testing

[Basic information](#) about soil testing..

Get a soil test from the University of Minnesota Soil Lab, at <http://soiltest.cfans.umn.edu/> or 612-625-3101.

II. Above Ground Gardening

Get creative with [above-ground options](#), like raised beds, containers, and straw bales.

III. Facilitation and Leadership

[Toolkits, resources, and suggested reading](#) on facilitation, community-building, and shared leadership.

IV. Compost

[Resources](#) on building and maintaining composting areas.

V. ADA Accessibility

[Resources](#) on ADA accessibility in your garden.

VI. Donating Produce

Throughout the garden season, many gardeners find they have excess produce they wish to donate. Some gardens feature an extra plot specifically grown for donation. Use [these resources](#) on what, where, and when to donate.

As an alternative to donating, use the extras as an excuse to be creative and host community building events like a garden-wide vegetable trade, or a canning/pickling party.

VII. Signage

[Photographs](#) of Community Garden signage in Minnesota.