

Memorandum Community Economic Development Department

To: Thomas Thomas, City Manager
Subject: Community Gardens
Date: January 13, 2015



The City currently offers a “Garden Lot” program where it rents out vacant lots in the community to individuals, institutions, and non-profit organizations for \$1 per year per lot. This program has been in effect for a number of years and was most recently managed by Mary Chappell. In 2014 there were 42 garden lots rented out to 27 gardeners.

The Garden Lot program is not advertised. There are currently no written rules, policies, or procedures, but gardeners are required to enter into an annual lease agreement. Current lease agreements require the following of tenants. They must:

- Do nothing on the leased premises so as to cause a dangerous or unsafe condition;
- Hold the City harmless from any and all claims that might arise as a result of the tenant’s acts or occupation of the leased premises;
- Not construct permanent structures upon the premises; and
- Maintain the premises during the term of the lease, including cutting the grass and removing weeds.

The lease agreement further states that the City has the right to terminate this lease with 90 days written notice to the tenant.

Staff believes that in general the Garden Lot program has worked well as a way to provide gardening sites to interested citizens while also reducing maintenance (mowing) costs for the City. However, staff also believes there are many opportunities to improve the program to better benefit both the City and the broader community. Research of other community garden programs around the country demonstrates a number of common elements of successful programs:

- A stated mission and/or an outline of program goals;
- Written rules and procedures as well as a predictable application process;
- Rental license/agreements with fees ranging from \$20 to \$75 annually;
- Lease terms ranging from 1-3 years—longer lease agreements provide predictability for growers and allows them an opportunity to invest in their garden site (i.e. improve soil fertility, build sheds, put in mulch walkways, install identification sign);
- Public benefit requirement in exchange for use of garden sites;
- Partnerships with local non-profits, universities, and other community groups; and
- Tracking of performance metrics to demonstrate successes as the program evolves.

Moving forward, CED staff would like to implement some programmatic changes to the Garden Lot program. A draft program description, rules and regulations, application, and a lease agreement are attached. The primary change from our current program is an increased fee of \$50 which may be waived if the applicant proposes a community benefit plan. For example, the applicant could donate a percentage of produce grown on the site to a food pantry or non-profit organization. The proposed program rules and regulations provide guidance to gardeners on appropriate maintenance of their lots. It is staff’s hope to implement the proposed programmatic

changes as a pilot project in 2015. The program can then be re-evaluated to measure success and identify necessary changes for 2016.

RECOMMENDATION

Approve the proposed new Community Garden program materials, authorize CED staff to advertise on the website and begin accepting applications for 2015.

Submitted by: Jeffery A. Eder, Assistant City Manager/CED Director
Brandy Howe, AICP, Urban Planner

Approved by: Thomas Thomas, City Manager

City of Rock Island Community Garden Program

Program Purpose

The purpose of the Rock Island Community Garden Program is to transform vacant city-owned properties into vibrant sites for flower and edible gardens. The program offers the following community benefits:

- Places vacant land back into a productive use which reduces the City's maintenance costs of such lots/land.
- Supports the City's goal of creating a healthy community with access to nutritious foods.
- Provides a source of produce for individuals with limited access to affordable, nutritious food.
- Provides neighborhood gathering space for people of diverse backgrounds to come together around a shared interest of beautifying their community and growing their own food.
- Provides a place to learn and share gardening knowledge with others.
- Improves the quality of the physical environment—from stormwater management to attracting pollinators, such as bees, to urban areas.

Community Benefit Program

In addition to increasing the availability of fresh, healthy produce in our city's neighborhoods, community gardens can have positive impacts far beyond the garden boundaries. In exchange for use of city property, gardeners have the option of creating a Community Benefit Plan for their garden site.

Examples include, but are not limited to:

- Donating a percentage of produce to a local food pantry, community center, or school.
- Hosting work days or provide gardening classes to teach others about the benefits of gardening and growing healthy foods.
- Establishing a neighborhood composting site to be used by neighborhood residents.
- Creating demonstration garden sites and hosting workshops to educate the community on innovative garden practices.
- Providing mentorship/apprenticeship opportunities.

Program Fee

Garden lots are available for rent for \$50 per year. Gardeners who submit a Community Benefit Plan with their application may be eligible to have the rental fee waived.

Availability and Terms of Lease

Available garden lots will be leased on a first-come basis. Garden lot leases run January 1st to December 31st. Returning gardeners in good standing (no violations) have the option to renew for a 2 or 3 year period. Longer term leases enable gardeners to invest in their leased garden sites and plan ahead for future growing seasons.

Rock Island Community Garden Program: Rules and Procedures

The following rules and procedures of the Rock Island Community Garden program are meant to ensure the safe and responsible operation of city-owned properties for community gardens and/or urban agriculture. Upon signing a Rental Agreement with the City of Rock Island, Lessees also agree to accept the following rules and procedures:

- A. Water. The City does not provide water to community garden sites.
- B. Maintenance. Community garden plots must be gardened and/or maintained year-round on a consistent basis. Community gardens are public spaces and must maintain a neat appearance throughout the year, including winter. Active gardening reflects seasonality and includes spring weeding and planting, summer maintenance, regular harvesting, fall clean-up, and periodic check-ins.
- C. Weeds and Grass. Each site must be weeded regularly. Gardeners who have weedy or untended plots will be notified in writing and asked to remedy problems by a specified date. Gardeners should also adhere to the Illinois Noxious Weed Law (<http://www.invasivespeciesinfo.gov/laws/il.shtml>).
- D. Mowing. Gardeners shall keep all areas of the property not under cultivation mowed and trimmed.
- E. Use of Pesticides Prohibited. Organic gardening is required. No synthetic chemicals including herbicides, pesticides, or chemical fertilizers are allowed.
- F. Compost. Each gardener is responsible for dealing with the garden material generated from their plot. Compost piles should be regularly turned to promote active composting.
- G. Sheds. Tool storage sheds may be appropriate for certain sites, but any proposed buildings will require prior written approval from City staff.
- H. Season-Extending Structures. The design and location of large, permanent season extending structures (greenhouses, hoophouses, and coldframes) will require prior written approval from City staff.
- I. Drainage. Water drainage (from rainfall or irrigation) must remain on site. Changes in topography created by the removal or addition of soil must maintain all water on site.
- J. Erosion control. Lessees must control soil erosion as completely as possible. Lessees are encouraged to spread straw, mulch, or other crop residues to avoid soil erosion.
- K. Hours of Operation. The properties may be accessed from dawn to dusk.
- L. Use of Mechanical Equipment. No mechanical equipment may be operated outside of the hours of 8AM-8PM daily.
- M. Odor. The Lessee should make all reasonable attempts to control odor on the premises, including best practices for composting and reuse of garden materials.
- N. Fires/Cooking. Lessees (or guests) may not start or maintain a campfire, or burn weeds or crop residues on the site. Limited use of a barbecue grill is permitted for special events, with prior written permission from City staff.
- O. Personal Property. The Lessee shall be responsible for any gardening or farming tools or implements on the property.
- P. Subletting. Sites may be subleased to additional gardeners. The City requests notification in such a case. However, the named Lessee is the sole responsible party. Therefore, any violations incurred by a sublessee will become the responsibility of the primary Lessee.
- Q. Residency. Rock Island residence is required. Residency will be confirmed by a Illinois Driver's license and/or a current utility bill.

City of Rock Island Community Garden - 2015 Application

Applicant Information

New Renter Returning Renter

Name _____

Street Address _____ City _____ Zip _____

Phone _____ Email _____

Project Description

Describe your garden plans and include a timetable of the start-up, season, and off-season operations and maintenance for the first year of operation. Attach additional pages if needed.

Site Plan

Submit a site plan (simple design drawing) of your planned garden. Illustrate any proposed changes to the site such as raised bed planting areas, composting activities, pathways, edging, fencing, etc.

Community Benefit Plan

Describe your community benefit plan, if applicable. Include a plan for measuring community benefit (e.g. pounds of produce donated, # of workshops hosted). Attach additional pages if needed.

Payment Information

Enclose **\$50.00** per lot Rental Fee (for gardens with no community benefit plan)

Cash Check (made out to the City of Rock Island) Credit Card (paid to Finance Department)

I have read and agree to abide by the **Community Garden Program Rules and Procedures**

Applicant Signature

Date

RENTAL AGREEMENT
FOR USE OF CITY PROPERTY FOR AGRICULTURAL USE

This RENTAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2015 ("Effective Date") by and between the City of Rock Island, a municipal corporation ("City"), and _____, Lessee.

RECITALS:

The Lessee hereby requests to participate in the City of Rock Island Community Garden Program and agrees to abide by all rules and procedures of the program.

Lessee has requested the City to issue it a Rental Agreement for the purpose of maintaining a garden on City-owned land.

NOW, THEREFORE, and subject to the terms and conditions below, the City hereby grants to Lessee the non-exclusive use of the City property described and defined below and, in consideration of the Agreement granted to Lessee herein, Lessee agrees to the following:

1. Rental Property. The rental property consists of that property highlighted on the map attached as Exhibit A, and further known as _____ (street address) and _____ parcel number. The Lessee accepts the property "as is" and the City makes no warranty or guarantee as to the suitability of said property for the production of crops.
2. Purposes. Lessee may use the rental property for the purposes herein and for no other purpose or use without the express prior written consent of the City. The purpose and use of the property shall be for agricultural use and participation in the City of Rock Island Community Garden Program pursuant to the Rules and Regulations of the program as set forth in Exhibit B attached hereto.
3. Term of License. This License shall begin on the date first set forth above and shall expire on December 31, 2015, unless earlier revoked by the City at its sole discretion. The City shall have the right to terminate this lease with 60 days written notice to the Lessee.
4. Operation Requirements. Lessee agrees to the following:
 - a. Lessee shall adhere to the Rules and Procedures of the program which are attached as Exhibit B. Violation of any of the rules in Exhibit B may be cause for termination.
 - b. Lessee and its agents shall maintain the property in a reasonably clean condition, and, at the termination of the license, shall remove all equipment, refuse and any other materials brought onto the property by the Lessee. At the end of each growing season, the Lessee shall clean and clear the previous season's crops from the property and keep the property in a reasonably clean condition.
5. Indemnification. Lessee does hereby agree to release, indemnify and hold the City harmless from any and all claims, causes of action, damage, liability and cost and expenses, including

litigation costs and attorneys' fees, against or incurred by the City, and hereby further agrees to waive and release any and all claims or causes of action of every kind and nature whatsoever, both in law and equity, whether known, unknown, foreseen, unforeseen, which the undersigned, or anyone claiming through or against the undersigned, might have, including without limitation claims for personal injury, death or property damage resulting from, arising out of, or being in any way connected with the use of the above-described City-owned property. This indemnity agreement shall also be effective to the maximum extent permitted by law.

CITY OF ROCK ISLAND, ILLINOIS

Jeffery A. Eder
Community & Economic Development Director and Assistant City Manager

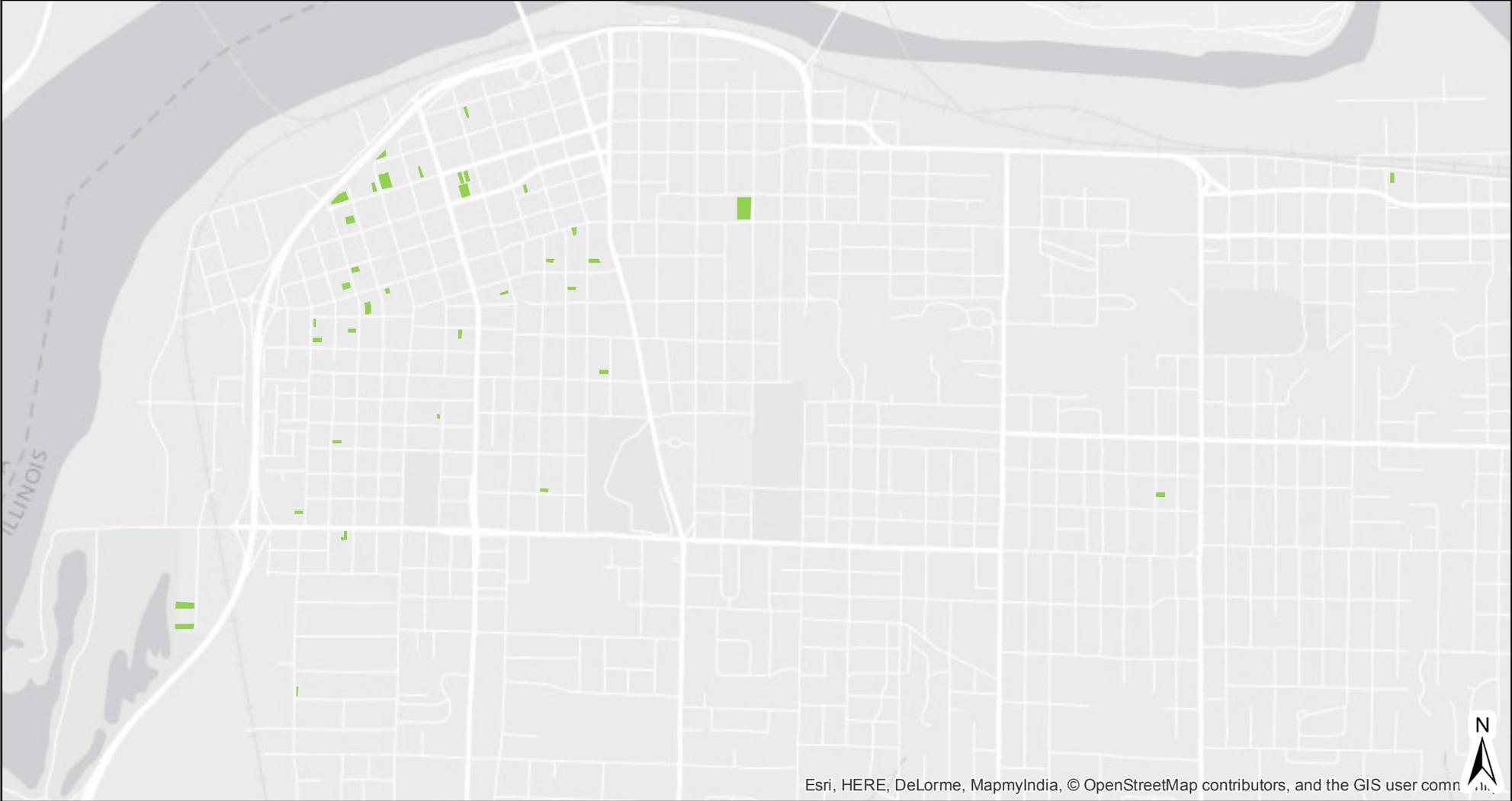
LESSEE

Signature

Print Name

Date

2014 Community Garden Lots



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 Garden Lots



DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. The City of Rock Island makes no warranty concerning this information.



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