

## COMMUNITY GARDENS IN THE PARKS LETTER OF COMMITMENT (Step 5)

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Congratulations! After agreeing to abide by the following Community Garden terms, your Group will be accepted and ready to begin. Please read this document carefully, making sure that all members of your Group understand and agree to the terms listed below. Finally, sign this Letter of Commitment formalizing your agreement with the City of Fayetteville Parks and Recreation Department.

The most important aspect of successful community gardening in a park is ongoing community support and communication between the community and the Parks and Recreation Department. Listed below are the responsibilities and guidelines the Group must adhere to, and the community must support.

### GARDEN/PLOT MAINTENANCE

The Group is entirely responsible for the maintenance of the Community Garden. Keep in mind that the space allocated is on public land and must always be actively maintained. The Group is to provide the Parks and Recreation Department with a schedule detailing routine maintenance procedures including keeping the fence line trimmed, spring prepping, and fall winterizing.

Pathways and areas between garden beds must be mulched and maintained by the Group. The Parks and Recreation Department will not perform any maintenance within the Community Garden.

If the space is deemed unsightly, weedy or unkempt by the Parks and Recreation Department's independent observation, the designated liaison will be given two separate warning notices both via two different communication means, such as a phone call, e-mail or letter through the U.S. Postal Service each time. If the problem continues thereafter, the agreement will be revoked and the Group will be responsible for proposing a plan to restore the garden to park land according to the satisfaction of the Parks and Recreation Department.

### SOIL TESTING and ORGANIC PRACTICES

It is required that a copy of results from a soil test report be submitted to the Parks and Recreation Department. Soil testing is available through the University of Arkansas Division of Agriculture (See Appendix A of the Manual for Community Garden Development, page 7). The first test must be received prior to the addition of any soil amendments or fertilizers. Additional soil tests will be required every three years.

According to Rules Governing the Arkansas Soil Nutrient and Poultry Litter Application and Management Program Title 22 (effective January 1, 2010) a landowner or resident making a nutrient application is required to maintain documentation of each nutrient application for a minimum of five years sufficient to demonstrate compliance. It is strongly recommended that all cultivating practices be organic. To the extent possible, only organic fertilizers should be applied.

### WATER

**Please conserve water!!!** Although the gardeners are responsible for paying water usage, any water usage inconsistent with normal watering will be determined by meter reads. The water supply is **ONLY** to be used by gardeners caring for their assigned areas. Washing of cars or other personal non-garden related activities is prohibited.

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**PEST and DISEASE CONTROL with CHEMICAL**

Only organic means of disease and pest control may be used. **NO CHEMICAL PEST CONTROL MEASURES MAY BE USED. NO EXCEPTIONS.**

**COMPOSTING**

Composting is encouraged, but only that which is organic and will decompose (e.g. plant material, fruit peels/cores). **Do not use** rodent-attracting foods such as rice, bread, meat, or grease. Inorganic or non-plant materials such as plastic, metal, kitty litter, feces, or any large or thorny branches are not suitable for compost. The compost must be contained in a manner approved by the Parks and Recreation Department such as a tumble or open cage. Periodically the Parks and Recreation Department can provide grass clippings that can be incorporated into a compost pile. Please notify the Park Horticulturist if your Group is interested.

**STRUCTURES and SIZABLE LANDSCAPE MATERIAL**

Structures such as garden storage shed and trellises must be approved by the Parks and Recreation Department. If a fence surrounding the garden is desired, it must be constructed to meet the City of Fayetteville Community Garden Fence Specifications. Walls and sizable plant material such as trees and shrubs are not allowed, unless approved by the Parks and Recreation Department.

**GARDEN BOUNDARIES**

The garden boundaries must remain as submitted on the original design plans. Any proposed expansion must be reviewed and approved by the Parks and Recreation Department. **NO EXCEPTIONS.**

**MONITORING THE COMMUNITY GARDEN**

The community, especially Group members, shall continually monitor the Community Garden for quality control and good management practices.

**MANAGEMENT**

Frequent communication with the Parks and Recreation Department regarding management of the Community Garden is required. If problems occur with the operation or patrons of the Community Garden, the Parks and Recreation Department should be informed and involved in the resolution of any problems.

**NEW MEMBERS**

The Group shall inform new gardeners and Group members of the Community Garden Rules and the Letter of Commitment; stressing the importance of ongoing maintenance. The Group must follow a transparent membership process open to all. As a public agency, the Parks and Recreation Department requires inclusiveness; anyone interested in joining the Group is to be fairly considered.

**LIABILITY and CODE OF CONDUCT**

The Parks and Recreation Department is not responsible for the garden itself; or to anything in or pertaining to the garden. Each participating Garden Group must sign an Annual Lease and Liability Agreement. Each participating gardener must sign a Code of Conduct form.

**FUNDRAISING**

The Group may organize fundraising events to finance needs of the Community Garden such as a compost bin, water hoses, plants, etc. Prior approval from the Parks and Recreation Department must be obtained, if the meetings are held in the park.

**CLEAN-UP ACTIVITIES**

The Group will be expected to help clean up litter in the park, especially in the area of the garden, and is encouraged to participate in the Adopt-A-Park or Adopt-A-Trail program.

**SIGNAGE**

Each Community Garden will have a sign indicating the name of the Community Garden Group and other information as required by the Parks and Recreation Department. Signage will be provided and installed by the Parks and Recreation Department.

**VEHICLES**

**Parking or driving motorized vehicles by any park patron on walkways, restricted-access drives, lawn areas, under trees, or within landscaped areas is strictly forbidden.** Park patrons are permitted to use motorized vehicles within a park **ONLY** on designated roadways, driveways and parking facilities, according to City Codes.

**PROHIBITED ACTIVITIES**

- **Littering, dumping, alcohol consumption** and other unlawful activities
- **Amplified sound**
- **Pets** are not allowed in the garden. Pets are allowed in the park only if on a leash and the owner cleans up the pet's waste, according to City Code
- **Ball playing** or other forms of active recreation are to be performed on ball fields or open spaces away from the garden.
- **Vehicular traffic** inside the park

**GARDEN TERMINATION**

If the Group decides to no longer maintain their space, they must immediately notify the Parks and Recreation Department. The Group will be responsible for proposing a plan to restore the garden to park land to the satisfaction of the Parks and Recreation Department.

**QUALITY ASSURANCE**

An annual report must be submitted to the Parks and Recreation Department summarizing the successes and challenges experienced by the Community Gardeners. If needed, the department will take appropriate action based on these assessments.

**SIGNATURE**

The Group Liaison must sign the form on the following page and mail to:

**Fayetteville Parks and Recreation Department  
Community Garden Request  
113 W. Mountain Street  
Fayetteville, AR 72701**

## LETTER OF COMMITMENT AGREEMENT

I \_\_\_\_\_ (*please print name*) am the Official Liaison of the Garden Group named \_\_\_\_\_. Each current member of our Garden Group has read the Letter of Commitment terms and agrees to abide by them and now enters into a commitment to maintain our Community Garden in \_\_\_\_\_ Park. Additionally each new member of the Garden Group will read the Letter of Commitment terms and will agree to abide by them.

Liaison's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** If the Official Liaison changes for any reason, please contact the Fayetteville Parks and Recreation Department at [lnetherland@ci.fayetteville.ar.us](mailto:lnetherland@ci.fayetteville.ar.us) or call (479) 444-3467.