

City of Tallahassee Community Garden Application Package

About

This application package is designed to guide you through the process of requesting a community garden on City-owned property. Inside, you'll find helpful information about eligibility requirements, application procedures, responsibilities of garden coordinators and participants, as well as available resources and support from the City.

How to get started

City staff are available to assist you and your neighbors in establishing a community garden. Please review the application materials listed below and contact the City with any questions. The City is available to discuss potential City-owned properties in your neighborhood that are appropriate for gardens, garden design, and proper siting on the property. This application package includes the following:

1. Application for a New Community Garden
2. Pledge of Commitment and Public Support Petition
3. Mandatory Rules and Operating Procedures
4. Waiver of Liability (Individual Participants and Adopter Group)
5. Annual Community Garden Reporting

Want to see where city owned parcels are located? City owned parcels can be found here: [City of Tallahassee Real Estate Inventory](#) Please note that gardens may not be established in FEMA Flood Zones and search accordingly. Availability of specific properties must be confirmed with the City's Community Garden Coordinator prior to starting this application.

Questions about Water?

If the requested property does not have a water meter, the City may be able to assist with this cost. If applicable, please fill out the [Application for Water Service](#) and submit with your Community Garden application. Monthly water bills are the responsibility of the Adopter Group or their designee.

If you have any questions or need assistance at any stage of the process, please don't hesitate to contact our office at 850-891-7007 or Sustainability@Talgov.com.

Let's grow together!

Application for a New Community Garden on City-Owned Property

Date: ____/____/____

PART 1 – Site Location and Contact Information:

City property address (or general location): _____

Garden Adopter Group Name (if any): _____

Is this a new garden group? ____ YES ____ NO

How many active members to date? _____

Primary Contact's Name (print): _____

Phone Number(s): _____

Mailing Address: _____

Email: _____

Alternate Contact's Name (print): _____

Phone Number(s): _____

Mailing Address: _____

Email: _____

****The Primary & Alternate contacts may not be in the same household.****

The Primary Garden Contact should fulfill the following duties:

- Act as the main contact for the City of Tallahassee and the public.
- Ensure all gardeners have signed the Waiver of Liability.
- Coordinate an Orientation Session for new gardeners (encouraged, but optional).
- Assign garden plots as needed and maintain a waiting list for plots.
- If donations are collected, establish an account and use funds wisely.
- Issue warning emails or similar notice to any gardener whose plot is neglected.
- Coordinate volunteer days for overall maintenance of garden.
- Notify the City if the primary contact or the composition of the Adopter Group is changed.
- Notify the City if the Adopter Group wishes to terminate or not renew this Agreement.

PART 2 – Garden Site Location, Layout, and Description:

- a. Provide a cover letter to request use of City-owned property for use as a community garden.
- b. Describe in detail, the location where your Group wants to garden. Please be specific and estimate the desired square footage for the entire area. Example: “Our location is approximately 1500 s.f. (25’ x 60’) and is located 100 feet southeast of the corner of 9th Ave. & Pine St., bordered by...” Attach a map of the site that illustrates the proposed location and a proposed garden design or layout that includes desired location of water spigot(s). Include trees, existing structures, fences, and a north arrow for orientation.
- c. Attach an additional sheet to provide information on the proposed garden (purpose of garden, maintenance plan, intended audience, use of produce, current site usage, and other relevant information to support your application.)

PART 3 – Water: It is essential to any garden. Fire hydrants and drinking fountains are not options. At the request of the Adopter Group, the City of Tallahassee Water Utility will install a water meter. Please submit an Application for Water Service (available [HERE](#)). Monthly water bills will be assessed and are the responsibility of the Adopter Group or their designee.

PART 4 – Application Submittal: Please complete this form accurately and return this application along with all waivers and documents noted in Parts 2 and 3, above, to:

City of Tallahassee
Housing & Community Resilience
Attn: Community Garden Program
435 N. Macomb Street
Tallahassee, FL 32301

Or, email the application and required materials to:

Sustainability@Talgov.com

For any questions on this program or for additional information, you can contact the City’s Community Garden Coordinator at Sustainability@Talgov.com.

PART 5 – Agreement between City and Garden Adopter Group:

We, the undersigned residents, have read and understand the rules of the City of Tallahassee Community Garden Program, and commit to maintaining our community garden in accordance with said rules. We also agree that the City may terminate this Agreement with thirty (30) days' notice if we fail to actively maintain the property or fail to abide by the program guidelines.

In accordance with the agreement between the gardeners and the City of Tallahassee, the gardeners agree to submit a brief annual report by February 1st each year. This report should include the number of plot holders who used the garden, how the produce was utilized, and detail educational or outreach events held during the year. Please refer to the Annual Community Garden Report form at the end of this application.

(Printed Name)

Primary Contact – Garden Adopter Group

(Signature and Date)

(Printed Name)

Alternate Contact – Garden Adopter Group

(Signature and Date)

The City of Tallahassee hereby executes this agreement on the date below written, with commitment and terms of agreement to run a minimum of 2 years.

(Printed Name)

**City of Tallahassee,
Community Garden Coordinator**

(Signature and Date)

Pledge of Commitment

Garden Adopter Group membership

To ensure proper long-term maintenance of the community garden, each garden adopter group must maintain a minimum membership of 10 people aged 18 or above from separate households/addresses. Please provide contact information of the founding gardeners, and add more names on a separate sheet, as needed.

Pledge of Commitment: I, the below signed, formally pledge my support and willing participation in a community garden in my neighborhood. My participation entails taking responsibility for a garden plot within the garden to grow organic foods and helping to establish and maintain the garden.

	Printed Name	Address	Phone	Email	Signature	Date
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Public Petition and Neighborhood Association Support

Creating a Community Garden on publicly owned land is a serious responsibility and a great opportunity, one which requires community awareness and support. Residents of Tallahassee who would like to develop a Community Garden in their neighborhood must discuss this with their neighbors by circulating the petition.

Please note:

- 15 signatures are required from households within the immediate neighborhood, and a letter of explanation should be attached if there are less than 15 signatures.
- Only one signature per residence is accepted.
- Residents whose property abuts the proposed garden site must be consulted and informed. The City recommends providing written notification to abutting neighbors.
- Place a sign indicating “Proposed Community Garden Site” for a period no shorter than 14 days at garden location, provide contact information of Primary Contact person, and host a public meeting to enlist support and participation. (If desired, City staff can attend upon invitation.)
- Either as a signatory to the below petition or in a separate letter, the neighborhood association (if active), or a similar community organization, must be supportive.

Public Petition and Neighborhood Association Support

City Property (Street address): _____

Garden Group name: _____

Date: ____/____/____

We, the undersigned, are residents living near _____ (city property address).
We accept and/or support the above-named Garden Group's proposal to garden at the stated site.

	Printed Name	Signature	Address	Zip	Date
1.					
2.					
3.					
4.					
5.					
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15.					

Mandatory Rules and Operating Procedures

By submitting a Community Garden application, the garden group, its organizers, and participants agree to adhere to the following rules. A copy of these rules must be distributed to every individual involved in the garden.

Membership

- Membership in the Adopter Group is a privilege and can be revoked by the Adopter Group's leadership or the City of Tallahassee for any reason.
- For proper maintenance, the Adopter Group must maintain membership of at least 10 people at all times.

Waiver of Liability

- The Adopter Group and every individual gardener must sign and file a Waiver of Liability before beginning to garden and/or undertake any actions at the community garden.

Terms of Agreement

- The Agreement shall have a minimum two (2) year term beginning on the date of the execution of the Agreement, as noted in Part 5 of the application.
- The Agreement will be renewed dependent upon the City's receipt of the Adopter Group's written intent to renew. At that time, the Adopter Group will be asked for a progress report on the garden.
- The City and/or the Adopter Group may elect to terminate the Agreement and must convey that intent in writing to the other party. Such written notice shall be provided at least thirty (30) days prior to (1) the date of requested termination or (2) the expiration of this Agreement.

Restoration

- The Adopter Group shall be responsible for the restoration of public property to pre-garden conditions if:
 - 1) the Agreement is terminated, or expires and is not renewed; or
 - 2) the City, at its discretion, requests restoration, as communicated to the Adopter Group.
- Where restoration is required, the Adopter Group must complete restoration to the satisfaction of the City within thirty (30) days after the Adopter Group ceases to operate, or this Agreement expires and is not renewed, or the Agreement is terminated, as applicable.

Costs

- All costs associated with plot improvement, garden maintenance, and plants/seeds are the responsibility of the Adopter Group or individual gardener(s).

Garden Expansion

- The community garden boundaries must remain as submitted on the original design plan. Any proposed expansion requests must be approved in writing by the City prior to any changes being made.

COMMUNITY GARDENING PROGRAM

General Courtesy

- Courtesy and respect for all Gardeners and guests is not only encouraged but required.
- Community gardens are public spaces. Respectfully welcome visitors to the garden.
- Verbal or physical abuse will not be tolerated and are the basis for immediate expulsion from the community garden program.
- Well-mannered, leashed dogs may be allowed within your own garden space, unless complaints are received. Please remove all waste.
- Closely supervise your children; help them learn respect for gardening and boundaries. Children under 12 must be supervised by adults.
- Children using tools in the garden should be under direct and constant supervision of a parent or responsible adult.
- For problems with fellow gardeners, stay polite and listen carefully. Usually, a solution is within reach. Use common courtesy and resolve differences in a neighborly way.

Organics

- For the health and safety of all area residents, synthetic chemical fertilizers, herbicides, weed killers, insecticides, and pesticides are NOT permitted in City community gardens. Herbicides and insecticides made from natural materials are permitted but are to be used sparingly and with caution.
- Non-organic seeds and seedlings are permitted, but once placed in the garden must be cultivated using organic methods.
- Organic fertilizers are allowed (compost, fish meal, composted manure, lime, etc.).

Compost

- Composting of on-site garden waste is encouraged, but do not bring to the garden excessive material from outside sources.
- Do not compost meat, dairy/cheese or grease which are rodent attractors.
- The compost must be contained in an aesthetically pleasing manner, such as a fully contained plastic bin, tumbler, or framed wooden container.

Plants

- Do not grow crops which may shade or impact other Gardener's plots.
- Do not plant fruit trees. However, there may be instances in which exceptions are made. Written permission from the Community Garden Coordinator must be received prior to planting any trees.
- Confine your vines! Some plants creep and crawl, so keep them in your assigned plot.

Overall Garden Maintenance

- The community garden shall be maintained in a safe, usable, and attractive condition. This includes, but is not limited to, keeping common areas neat and tidy, the plots well kept, the paths mulched and/or free of weeds, the tools and other materials stored safely, compost and the overall appearance tidy. Keep in mind that the space allocated is on public land and must always be actively maintained.

COMMUNITY GARDENING PROGRAM

Common Area Maintenance

- Paths shall be maintained in the garden in a safe and attractive condition (i.e., safe, level, tidy, clear of weeds, and free of obstacles). Gardeners should maintain the paths around their individual plots.
- Solid waste is the responsibility of the Adopter Group. If you pack it in, then pack it out.

Public Access

- No barriers to general public access can be erected. A fence can be erected to surround the community garden, but any gate shall remain unlocked unless written permission is obtained from the City and a key or lock combination is provided to the Community Garden Coordinator to ensure they have access at all times.
- Public education is a vital component of any community garden. Each year, Adopter Groups should schedule at least two (2) learning sessions for garden members and surrounding neighbors.

Non-discrimination

- The Adopter Group shall operate the community garden in a respectful and courteous manner, and shall not discriminate on the basis of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, political affiliation, disability, age, or gender identity.

Signage

- Each community garden may have a sign, not to exceed 3' x 3' in accordance with the TLDC. The sign shall include the following information: Garden name, Primary contact and phone number or email address, City contact information.
- Signs must include the following information, at a minimum:

[Insert Name] Community Garden
Interested in a plot here?

Contact: [Name of adopter group leader], [Phone #, Email address]

Questions for the City? Call (850) 891-7007.

Structures

- Permanent structures such as walls, sheds, or trellises are *prohibited*, except when approved in writing by the City.
- Fences are allowed around the entire community garden, but no fences are allowed around individual plots.
- Raised beds shall be constructed with “green” pressure treated lumber, concrete block, or stacked urbanite (i.e., reused concrete often from sidewalks). Borders should be safe and not unsightly.

Water Meters

- After water meter installation, the Adopter Group shall bear all costs of the monthly water bill as assessed to the Adopter Group or their designee.

COMMUNITY GARDENING PROGRAM

Water Use

- Water responsibly. Please conserve water!!!
- Gardeners should be present while watering.
- Watering is for individual plots and should not affect other gardening space. Never water others' garden plots without permission.

Prohibited Activities

- Littering, dumping, alcohol consumption, and other unlawful activities.
- Smoking. Tobacco carries Tobacco Mosaic Virus which is a very lethal disease to tomato plants.
- Sampling from other plots without express permission. Gardeners are encouraged to share their crops and swap seeds, but only with permission.
- Loud, amplified music or radios.
- Personal commerce.

Monitoring, Feedback, and Evaluation

- The City of Tallahassee expects the Adopter Group's leadership to ensure each garden site is well maintained.
- The Group members shall continually monitor the community garden throughout the year for quality control and proper maintenance, as outlined by the rules stated herein.
- The City will conduct unannounced visits approximately every 6 months to ensure proper maintenance.
- Through the City's independent observation, if the space is deemed unsightly, weedy, or unkempt, the Adopter Group's primary contact will be given two separate warning notices each time. If the problem continues thereafter, the Agreement may be revoked, and the Group will be responsible for proposing a plan to restore the garden to its original state to the satisfaction of City staff.

Termination of Community Garden contract

- If the Group decides to no longer maintain their garden space, the Primary Contact should immediately notify the City. The Group will be responsible for full restoration of the garden to its previous state to the satisfaction of City staff.
- The City reserves the right to remove the garden at any time based on observations of poor maintenance and the Adopter Group's inability to meet the standards set forth herein. If such action is necessary, the City will provide 60-day notice prior to removal.

****For more information on how to establish, maintain, and grow your garden, the online Resource Guide is a great first source.****

Waiver of Liability (Individual Participant)

Community Garden Name: _____

City Property Address: _____

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I _____ (Print Name), residing at _____ (Home Address), hereby agree to waive, release, and discharge from any and all liability, and hold harmless the City of Tallahassee and all of its officials, employees, volunteers, and representatives, from any and all liability for negligence or any other claim, judgment, loss, liability, cost and expenses (including, without limitation, attorneys' fees and costs) arising out of or connected with my participation in the City of Tallahassee's Community Garden Program located at _____ (City property). I warrant that I have read this Waiver of Liability in its entirety and fully understand its contents. I have signed this document voluntarily and of my own free will.

Signature of Garden Participant

Date: ____/____/____

****Each individual gardener participating in the Community Garden Program must sign a waiver of liability. A copy must be provided to the City at Sustainability@Talgov.com and a copy should be retained by the Garden Organizer(s).****

Waiver of Liability (Adopter Group)

Community Garden Name: _____

City Property Address: _____

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, _____ (Print Name of Organization/Corporation/Entity), located at _____ (City property), hereby agrees to waive, release, and discharge from any and all liability, and hold harmless the City of Tallahassee and all of its officials, employees, volunteers, and representatives, from any and all liability for negligence or any other claim, judgment, loss, liability, cost and expenses (including, without limitation, attorneys' fees and costs) arising out of or connected with _____'s (Name of Organization) participation in the City of Tallahassee's Community Garden program located at _____ (City property).

I warrant that I am the primary representative of _____ (Name of Organization), have the authority to execute this Waiver of Liability on behalf of _____ (Name of Organization), and bind _____ (Name of Organization). I have read this Waiver of Liability in its entirety and fully understand its contents. I have signed this document voluntarily and of my own free will. I am signing this Waiver of Liability on behalf of _____ (Name of Organization).

Name of Organization: _____

Name of Primary Contact: _____

Signature of Primary Contact: _____

Date: ____/____/____

Annual Community Garden Reporting

In accordance with the Agreement between the Adopter Group and the City of Tallahassee, the Adopter Group agrees to submit a brief annual report by February 1st annually. This report should include the number of plot holders who used the garden, how the produce was utilized, and details of any educational or outreach events held during the previous year.

Please add lines as necessary, and please include pictures displaying the garden or events, and return by February 1st each year to Sustainability@talgov.com.

Name of the Community Garden: _____

Address: _____

Contacts(s)

Lead Garden Organizer Name: _____

Phone: _____

Email: _____

Alternate Garden Contact Name(s): _____

Phone: _____

Email: _____

Number of active gardeners: _____

Describe any successes and/or challenges the Garden group faced over the previous year: _____
