

Dear Pennsylvania Power and Light,

I would like to express my support of AERO and their Growing Community Project. AERO has built a community garden project that creates community while addressing food security in Helena. I have been an active member of the Growing Community Project since its inception, working with AERO staff and community members to design inclusive, professional and attractive gardens so that all neighbors will benefit, whether they grow food themselves or not.

As a landscape designer, I support AERO's expansion of the educational garden on city parkland, near the YMCA as well as the expansion of neighborhood gardens across Helena. This central and visible location in Helena is located within walking distance to other community gathering spaces; a stage used for musical performance, soccer fields, and a skateboarding park. A central visible garden will be a benefit to all who pass by, make Helena more beautiful and improve our quality of life.

I have worked with AERO staff to design new garden features that will be inclusive and welcoming to all residents of Helena. My ideas include a picnic shelter for potlucks, a central gathering area for classes and presentations, a bulletin board for announcements and information sharing, public garden space for fruit trees, a "Water-Wise" demonstration garden area, as well as additional raised garden beds that double as benches in the non-growing season.

Of particular interest to me is making sure the Growing Community gardens are accessible to *everyone*, including children, disabled, seniors, families and youth. This may be accomplished by, among other ideas, raised beds with wheelchair access; some paved pathways for wheelchair access; gardening and nutrition workshops for children, teens and adults; and an organized program for sharing excess harvest with other community members.

The additions to the existing neighborhood gardens in Helena, planned by the AERO staff and volunteers, will bring a sense of community to the gardens, and spread the program's benefits across our city. I am honored and excited to be part of the planning group for the Growing Community Project and urge you to accept AERO's proposal for funding.

Warmly,

Maureen Shaughnessy  
Owner, Native Design  
721 East Broadway Street  
Helena, Montana 59601  
406.431.9931



**City of Helena**

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**Department of Parks & Recreation**  
316 North Park Avenue  
Helena, MT 59623  
Telephone: 406-447-8463 Fax: 406-447-8460

July 23, 2007

To Whom It May Concern:

On behalf of the City of Helena, Department of Parks & Recreation, this letter expresses our support for community gardens within the Helena Parks system and other public lands. The City currently supports two gardens. I have found them to be an important means of bringing people together to enjoy a creative and productive activity and instill a sense of support for one another.

As the community explores other opportunities for additional gardens, be assured that the City of Helena will do its part to help them come about.

Thank you for the opportunity to support this effort.

Sincerely,

  
Randy Lilje, Director of Parks & Recreation

**Alan G. Peura**  
**Helena City Commissioner**  
**1100 Highland Street**  
**Helena, MT 59601-5122**  
**406/442-1176**  
[apeura@ci.helena.mt.us](mailto:apeura@ci.helena.mt.us)

July 20, 2007

Dear Pennsylvania Power and Light:

Over the past year, I have been involved in a very exciting project that is sponsored by two community organizations here in Helena, Alternative Energy Resources Organization (AERO) and Working for Equality and Economic Liberation (WEEL). The project goal is to increase the number and accessibility of community gardens throughout the City of Helena by creating more gardens in parks across the city.

AERO launched this project to expand community gardens in an effort to address poverty by giving low-income families the opportunity to grow their own food, and also to empower at-risk youth to get involved in their communities as well as empower neighbors to find solutions for their own neighborhoods, together.

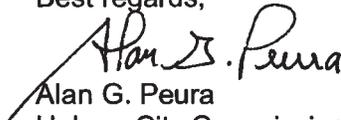
Building a model community garden in which to provide an example of what could happen all over Helena is a vital part of this total project. In addition, having adjacent space to provide educational classes will allow our mentoring and empowerment model to flourish. And the benefits of this simple approach are numerous, including a reduction of the "food miles" that Helenans contribute to by creating more local food options, the contribution community gardens make to our growing local food economy, and the overall enhancements to the quality of life in Helena neighborhoods.

This project is a great opportunity for local, neighborhood empowerment through a grassroots network of locally-controlled community gardens.

I am a strong advocate of this program and all of the goals and benefits it will bring to the Helena community. I hope that you will be able to step-up and assist us in this broad-based effort.

If you have any questions or would like to discuss this further, please feel free to contact me.

Best regards,

  
Alan G. Peura  
Helena City Commissioner



**City of Helena**

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**Department of Parks & Recreation**  
316 North Park Avenue  
Helena, MT 59623  
Telephone: 406-447-8463 Fax: 406-447-8460

February 28, 2007

Ms. Kathryn Huthison  
AERO  
Helena, MT 59601

RE: Lincoln Park Community Garden Project

Dear Kathryn:

This letter is to confirm our earlier discussions regarding the proposed community garden at Lincoln Park in Helena, Montana. The City of Helena supports this effort and intends to work with AERO, WEEL, and other interested parties to see that this project comes to fruition.

Thank you for your efforts on behalf of the community and the Lincoln Park neighborhood. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Lilje". The signature is fluid and cursive, with a long horizontal stroke at the end.

Randy Lilje, Director of Parks & Recreation

LAND EVALUATION CHECKLIST FOR POTENTIAL COMMUNITY GARDEN SITE

- \_\_\_\_\_ **Sunlight:** You will need a location receiving at least 6 hours of sunlight a day.
- \_\_\_\_\_ **Shade:** If shade from structure or trees, from which direction?
- \_\_\_\_\_ **Size:** How many beds of what size could you build?
- \_\_\_\_\_ **Topography:** Is the property relatively flat? What could you do if it were sloped?
- \_\_\_\_\_ **Visibility:** How visible is the garden to others? Will this location make the garden an asset to the whole community and mixed uses?
- \_\_\_\_\_ **Soil composition:** Sand, silt, clay, organic matter, compacted
- \_\_\_\_\_ **Drainage:** Is it adequate?
- \_\_\_\_\_ **Depth of topsoil**
- \_\_\_\_\_ **Any underground pipes or lines?**
- \_\_\_\_\_ **pH level**
- \_\_\_\_\_ **Results of soil test:** N-P-K, heavy metals, etc
- \_\_\_\_\_ **Proximity to target population:** Can gardeners walk to the site?
- \_\_\_\_\_ **Accessibility:** Handicapped accessible entrances and paths? Parking available?
- \_\_\_\_\_ **Pre-existing assets:** Fence, a shed, good soil, lots of boulders or other landscaping material)
- \_\_\_\_\_ **Water access:** Where would your water come from?
- \_\_\_\_\_ **Are there public bathrooms nearby?**
- \_\_\_\_\_ **Is there electrical power?** (You don t actually need electricity for your garden, but this is helpful to know when making construction plans.)
- \_\_\_\_\_ **History of use:** You may need to contact the owner for this information, but it is helpful to know if there has been industrial or high risk activity in the past that would cause the property to be a poor choice for a community garden.

**City of Helena**  
**USE AGREEMENT - COMMUNITY GARDENS**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF HELENA, MONTANA, 316 North Park Avenue, Helena, Montana, 59623, a municipal corporation organized and existing under the laws of the State of Montana, hereinafter referred to as City, and **WEEL**, with its principal place of business at **32 S. Ewing, Helena, MT 59601**, hereinafter referred to as User.

**SECTION ONE**

**Use Allowed**

City, for and in consideration of the covenants to be performed by User, does hereby allow User to use that certain real property located at 1200 N Last Chance Gulch Helena, Montana, County of Lewis & Clark, State of Montana, more specifically located on Centennial Park land, in between the YMCA and N. Last Chance Gulch as shown on the attached Exhibit A ( Property ). The Property will be used for a community garden. The garden may include raised beds, fruiting trees and shrubs, removable storage building(s), compost bins, water harvesting structures, seating and gathering areas, fencing, as well as educational, informational, and interpretive signage, to be designed by the User and approved by City.

**SECTION TWO**

**Term of Agreement**

The term of the Agreement is for \_\_\_\_\_, beginning on \_\_\_\_\_ and terminating on \_\_\_\_\_. This agreement may be extended for additional terms upon mutual agreement of the parties.

**SECTION THREE**

**Consideration for Use**

For and in consideration of said use, User agrees to pay City, within thirty (30) days after being billed by City, the expenses incurred by City during the term of the agreement for the applicable utility costs directly related to the User's use, including water. The City shall bill WEEL for water use based on a pro-rated percentage of use agreed upon between ExplorationWorks and the Growing Community Project (WEEL).

**SECTION FOUR**

**Covenants of User**

User does hereby covenant and agree with City that User will:

1. use and occupy the premises in a careful and prudent manner and not commit any waste thereon. User will keep the garden in a neat and well-kept condition at all times and will keep the garden free of weeds, dead vegetative materials and garbage, the compost bins free from offensive odors,

continued on next page

and the grounds free from tools and gardening implements that may be unsightly or pose a hazard to users or visitors. User's storage building(s), water harvesting structures, and any other structures must be compatible with the park and surrounding setting, be maintained at all times, and not allowed to be in an unsightly, hazardous or dilapidated state. User may store tools and gardening implements in the User's storage building(s) located on the Property, but may not store any personal property outside the storage building(s) on the Property, except as expressly allowed by City in writing;

2. not use or occupy the Property for any unlawful purpose, and confirm to obey all present and future laws, ordinances, and rules and regulations of all government authorities or agencies, respecting the use of and occupation of the Property;
3. not assign this agreement or sublet the property or any part thereof, other than for the purpose of community garden plots to individual citizens and families;
4. not use or occupy the Property, or permit the same to be used or occupied, for any purpose deemed extra-hazardous on account of fire or otherwise;
5. make no substantial alterations, additions or capital improvements in or to the Property without the prior, written consent of City. User may construct or place a storage building or buildings and fencing on the Property for its use, provided the City has first approved the location, design, materials and construction of the same. Any improvements, major repairs or alterations to the storage building must be approved first by City. It is understood that the cost of any such improvements, major repairs or alterations will be no obligation of the City, and the Property will be returned to its original condition (original conditions being defined as having all structures removed and having re-seeded turf grass with the City assuming responsibility for re-adapting the irrigation) upon termination of this or any subsequent agreement. The development and maintenance of the garden must be aesthetically complimentary to the park setting.
6. indemnify and save City, its officers, agents, and employees harmless from any and all loss, damage, or liability occasioned by, growing out of, or in any way arising or resulting from any tortious or negligent act on the part of User or User's agents or employees, and for such purpose User shall procure and maintain in full force and effect, commencing with the first work developing the garden and continuing during the term of this agreement, insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.0 million per occurrence, and naming City as co-insured with User. User shall provide an officially executed copy of such policy to City. Said insurance shall be in a form suitable to City.

continued on next page

APPENDIX D: SAMPLE LEASE AGREEMENT

SECTION FIVE

Public Access

User understands and agrees that the Property is part of the Helena parks system and as such, public access and use are allowed at all times. The park within which the Property is located allows for other public uses. The Property may be accessed and visited by the public at any time. Because of unlimited public access to the Property, the city does not guarantee or warrant that the Property will not be disturbed or damaged, whether intentionally or negligently, by the public. The use granted by this agreement is not superior to other uses in the park and User agrees that it will coordinate its use with other public uses in the park so as to minimize conflicts.

SECTION SIX

Mutual Covenants

It is mutually agreed by and between City and User that:

1. if User is in default of any of the covenants or provisions of this agreement at any time, and if User fails to remedy such default within fifteen (15) days of receipt of written notice thereof from City, City is entitled to enter upon the premises and repossess, have and enjoy the same as if this agreement had not been made, and thereupon this agreement and everything herein contained on the part of the City to be done and performed shall cease and terminate.
2. any notice required to be given under this agreement shall be in writing and may be served on either of the parties by registered or certified mail in a sealed, postage prepaid envelope addressed to City at the Parks and Recreation Department, 316 North Park Avenue, Helena, Montana 59623 or to User at \_ExplorationWorks, 995 Carousel Way, Helena, MT 59601. Any such notice shall be deemed deliverable on the date of the mailing thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF HELENA, MONTANA

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

USER, **WEEL** \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_, City Attorney

Community Garden Use Agreement March 30th Version

Friday, September 28th  
Lunch 11am-3pm or Dinner 5:30-9pm

Benny's Bistro is located  
at 108 6th Avenue,  
Helena, MT



*Benny's Bistro  
Fundraiser for Helena  
Community Gardens*

Friday, September 28th's Lunch Specials and a  
Four Course Dinner Special for \$28 from  
Benny's Bistro come fresh from the fields!

Support Helena area farmers and enjoy a  
sumptuous meal!

Dinner Reservations are suggested 443-0105



For more information please contact: Rachel (WEEL) 495-0497 or Kathryn (AERO) 443-7272





Earth Day  
Sunday April 22

The Real Food Store is located at  
1096 Helena Avenue

## Growing Community Fundraiser

The Real Food Store has generously agreed to help the Growing Community Project fundraise for materials for our first community garden!

Please join our fundraising effort and save your shopping for Earth Day, Sunday, April 22nd!

Think about the Earth! Make Helena and the world a little greener one garden at a time...

At the Real Food Store

For more information about the Growing Community Project:

Please call:

Rachel Conn (WEEL) at 495-0497

Or

Kathryn Hutchison (AERO) at 443-7272

## INTERESTED IN GARDENING?

Please Respond by

**April 30th**

A community garden is being started in your neighborhood!

The new community gardening plots will be next to the YMCA on the corner of East Chance Gulch and Lyndale Ave.

The Growing Community Project is expanding the gardens near the YMCA to include community gardening plots. If you are interested in having one of these plots please contact us!

**Free gardening classes will be available if you need help getting started!**



Phone Rachel (WEEL) at 495-0497

or

Kathryn (AERO) at 443-7272

E-mail: [rconn@mtlsa.org](mailto:rconn@mtlsa.org) or

[k\\_hutchison@aeromt.org](mailto:k_hutchison@aeromt.org)

The Growing Community Project is a collaboration between Working for Equality and Economic Liberation (WEEL) and the Alternative Energy Resource Organization (AERO)