



## Hello 2019 Gardeners!

Along with this letter, the Bloomington Community Gardens Application Packet contains the *Bloomington Community Gardens Rental Agreement* and a *2019 Plot Application*. Please review both the rental agreement and application. If you are interested in renting a garden plot at **Smith Community Garden** (on the east side of Park Ave. S. between 82<sup>nd</sup> and 83<sup>rd</sup> Streets), **Harrison Community Garden** (1701 W 100<sup>th</sup> Street) or **Brookside Community Garden** (west of Xerxes, just north of 102<sup>nd</sup> Street), please return your completed application, including signature and payment, to Parks and Recreation (attention: garden plots) at the address shown on the bottom of the page. Applications with credit card payment may be faxed or e-mailed. If you choose to fax your application we ask that you call to confirm its receipt.

**NEW FOR 2019** – Garden plots can be rented online! For complete instructions on how to use the online system, check out the Community Garden page of our website at [BLM.MN/gardens](http://BLM.MN/gardens) (or, if viewing this document online, click [here](#)).

Please check the website ([www.BloomingtonMN.gov](http://www.BloomingtonMN.gov) keyword: community garden plots) prior to submitting your application. We will update the web page as gardens fill. If the site you request is full and you would like to be added to a waiting list, please indicate that on your application. If the full site is the only site you are interested in you may submit an application without payment and make note in the payment section that you would like to be added to the waitlist. If you have a second garden site choice with an open plot please indicate your first and second site preference and that you would accept the second choice but would like to be on a waitlist for your first choice. We will assign you a plot in your second choice garden and contact you should a plot open up at your waitlisted site.

Receipts will be emailed/mailed out immediately after processing. **Permits (decals/stickers) will not be mailed out until 7-10 days prior to the gardens opening.** In 2019 the Bloomington Community Garden season will be April 26 – October 20, weather dependent! June 1<sup>st</sup> is the deadline for garden plots to be planted. If you are unable to plant your garden by this date, please contact me or your plot may be tilled and/or rented to another gardener.

Thank you for your interest in Bloomington Parks and Recreation. If you have any questions regarding our Community Gardens, please feel free to contact me.

Sincerely,

Mara Evans  
Parks & Recreation Department  
952-563-8882 (direct)  
952-563-8715 (fax)  
[MEvans@BloomingtonMN.gov](mailto:MEvans@BloomingtonMN.gov)

# **BLOOMINGTON COMMUNITY GARDENS RENTAL AGREEMENT**

## **THE CITY AGREES TO:**

1. Till the garden plots prior to season opening.
2. Stake out each 10' x15' plot and identify all plots by number.
3. Give renters (in good standing) of preceding year priority in renting the following year. The priority only guarantees the renter the same number of plots at the same garden site if application is received by the returning renter deadline.
4. Make water accessible to gardeners. (Note: hoses are not available and may not be used.)
5. Refund rental fee (less a \$10 administrative fee) if requested in writing on or before April 19, 2019

## **I, THE COMMUNITY GARDENER, AGREE TO:**

1. Supply my own seeds, organic fertilizer, water containers and tools for proper preparation and cultivation of crops.
2. Plant my garden no later than June 1, 2019.
3. Be a good gardening neighbor:
  - Limit activity by me and my family or guests to my personal plot only.
  - Park only in approved parking areas (at the Smith Garden site parking is not allowed on the west side of Park Avenue).
  - Harvest produce from my garden plot only.
  - Help keep the area clean; remove paper and trash from the area.
  - Plant tall crops in an area of my plot so that they do not shade my neighbor's plot(s).
4. Keep garden pests (weeds, insects and diseases) under control. **Weeds are considered to be out of control if they are greater than 6 inches in height, flowering or going to seed.**
5. Use only 100% organic fertilizers to amend the soils of my plot. Commercial chemical pesticides and fertilizers not certified organic for gardening are not to be used; this includes insecticides, fungicides, and herbicides. Some organic materials to use might include pheromone traps, horticulture oils, insecticidal soaps and hot pepper sprays. Biodegradable mulch such as compost, leaves, straw and hay are encouraged. Use of commercial chemical pesticides and fertilizers not certified organic for gardening is grounds for immediate forfeiture of your plot, no refund will be given. (The City does not guarantee the fertility of the soil or that soil is chemical free from previous users, nor does it recommend amending the soil at the end of the season as gardeners may not be assigned the same plot in future years.)
6. Keep my fence, plants and produce within the boundaries of my rented plots (10'x15' ground level or 4'x15' raised bed plot). I understand that should my fence, plants or produce extend beyond my designated plot boundaries they may be removed, mowed over or plowed up. (Fencing placed within plots but that leans out beyond plot boundaries is not allowed.)
7. Remove all manmade materials (including all weed blocking materials) but leave all plant materials in my plot no later than October 20, 2019. **All manmade materials must be removed from the site, they cannot be left on City property.** If *any* weed blocking materials (plastic, fabric, newspaper, etc.) or other manmade materials remain in my plot or at the garden site after October 20 I, the gardener, may be required to pay a penalty of up to \$50.00 and/or be prohibited from renting a garden plot with the City of Bloomington in the future.

**(Continued)**

**(Continued)**

The community gardener shall keep his/her garden plot(s) cultivated and shall abide by the following restrictions:

- a. No structure, other than protective fencing, shall be built on the premises. Individual gardens may be fenced with chicken wire no more than 6 feet in height to protect crops from animals. Only brown, green, gray or black fencing may be used. No portion of fencing may extend outside of the 10'x15' plot boundaries (these boundaries will be designated by plot markers and wooden stakes. These markers and stakes should remain in place throughout the gardening season.
- b. Garden tools may not be left unattended
- c. No tall growing trees shall be planted thereon and any tall plants should be planted in an area where they will not shade neighboring plots.
- d. No temporary fixtures, portable equipment, or materials shall be placed on the premises which may tend to create a nuisance.
- e. No automobiles, trucks or trailers shall be parked on the premises, except in the designated parking lot or on the street.
- f. No use of the premises shall be made which tends to induce third persons to drive or trespass upon land adjacent to garden plots, or which give rise to bona fide objections to such use from residents in the area.

**Failure to abide by the terms of this agreement may result in revocation of plot rental and/or be prohibited from renting a garden plot with the City in the future.**

The community gardener agrees to assume all liability and to indemnify and compensate the City and/or Xcel Energy and/or Bloomington Covenant Church for any injury or damage to persons or property including Xcel Energy or Bloomington Covenant Church property or employees occasioned by or arising in connection with the use of the premises by the community gardener. The community gardener further agrees to defend, indemnify and hold harmless the City, Xcel Energy and Bloomington Covenant Church against all actions, claims, damages or demands which may be brought or made either against the City, Xcel Energy or Bloomington Covenant Church in the premises by reason of anything done by the community gardener, in the exercise or purported exercise of the rights and privileges herein granted.

In case of termination of the lease agreement between the City of Bloomington and Xcel Energy or Bloomington Covenant Church, the City shall immediately notify gardeners of the termination and any displaced renters would have first rights to available plots at the other sites. The community gardener shall have 15 days to clean up his/her garden plot.

**THE CITY OF BLOOMINGTON, BLOOMINGTON COVENANT CHURCH AND XCEL ENERGY ASSUME NO LIABILITY FOR ACCIDENTS OR INJURY TO PARTICIPANTS OR OTHERS EITHER ON OR ADJACENT TO THE GARDEN AREA. NEITHER DOES THE CITY, BLOOMINGTON COVENANT CHURCH OR XCEL ENERGY ASSUME RESPONSIBILITY FOR ACTS OF VANDALISM OR LOSS OF CROPS DUE TO THEFT.**

***I agree to abide by these conditions set forth for the Community Gardener.***

***Applicant's signature on the Garden Plot Application acknowledges receipt and agreement to abide by the conditions contained within this Community Gardens Rental Agreement.***



For office use only:

Date received \_\_\_\_\_  
Time received \_\_\_\_\_  
Plot # (s) assigned \_\_\_\_\_

## BLOOMINGTON COMMUNITY GARDEN 2019 Garden Plot Application

### Applicant Information:

Last Name\* \_\_\_\_\_ First Name\* \_\_\_\_\_  
Street Address\* \_\_\_\_\_ Apt# \_\_\_\_\_ City\* \_\_\_\_\_ Zip Code\* \_\_\_\_\_  
Primary phone number\* \_\_\_\_\_ Alternate phone number \_\_\_\_\_  
Home / cell / work (circle one) Home / cell / work (circle one)  
Email address \_\_\_\_\_

Not required but supplying e-mail information will provide you with important updates - i.e. delay of spring tilling due to weather

Yes  No I allow Park & Rec to share my e-mail address with other community gardeners.

### Plot Preference:

I would like to garden at (rank 1st, 2nd, 3rd):

- \_\_\_\_\_ Brookside Community Garden (west of Xerxes, just north of 102nd Street)
- \_\_\_\_\_ Harrison Community Garden (1701 W 100th Street)
- \_\_\_\_\_ Smith Community Garden (east of Park Ave. S. between 82nd and 83rd Streets)

I would like \_\_\_\_\_ plots (total number of plots) - limit of 3 per household

When processing my request, please keep in mind that I prefer (please rank preference)

- \_\_\_\_\_ plot(s) closest to the water source \_\_\_\_\_ plot(s) in the east/west/center row (circle one)
- \_\_\_\_\_ all of my plot(s) be adjoining \_\_\_\_\_ a plot at the end of the row
- \_\_\_\_\_ a raised bed (Harrison Park - For use by those with limited mobility. Additional paperwork required)
- \_\_\_\_\_ other (please explain) \_\_\_\_\_

**I have read and agree to abide by the Community Gardens Rental Agreement**

\_\_\_\_\_  
**Applicant Signature\***

\_\_\_\_\_  
**Date\***

**Payment:** Enclose **\$40.00** per plot if you are a Bloomington resident  
**\$50.00** per plot if you are a non-resident

- My household has been approved for 2019 fee assistance (staff will verify when processing application)
- Check (to City of Bloomington)  Cash  Credit Card (VISA, MC, Discover, American Express)

Name on credit card \_\_\_\_\_ Amount to be charged \_\_\_\_\_

Signature \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Credit card number \_\_\_\_\_ CSV code: \_\_\_\_\_

**\* required information**