

LICENSE AGREEMENT

This License Agreement is made and entered into this _____ day of April, 2025, by and between the City of Saint Paul, a municipal corporation, through its Department of Parks and Recreation, (“City”), and the District 10 Como Community Council, (“Licensee”), a registered non-profit organization,

WITNESSETH:

WHEREAS, Licensee wishes to maintain a pollinator garden at Orchard Park; and

WHEREAS, the City believes that such use of the property for this activity is consistent with its mission to provide diverse recreational activities for citizens.

Now, therefore, in consideration of the above, the parties hereto agree as follows:

1. The City hereby grants a license to Licensee to use that certain property shown on Exhibit A, attached hereto and incorporated herein by reference, located at 875 W Orchard Ave, St Paul, MN 55103 for the purpose of maintaining a pollinator garden. Materials harvested from the garden may not be sold for personal profits. This license shall be effective upon the date set forth above and shall continue in effect for a period of three years from the effective date, unless earlier terminated.
2. Although gardening may be done by multiple groups and individuals, responsibility for performance under this License remains that of Licensee, which shall insure that every person participating in the pollinator garden understands the rules, regulations and requirements herein.
 - a) Licensee will not discriminate against anyone wishing to participate in the garden on the basis of race, sex, color, creed, familial status, religion, age, disability, marital status, status with respect to public assistance, sexual or affectional orientation, ancestry or national origin, in participation in the garden.
 - b) All gardens must have a coordinator and an alternate or co-coordinator. Additionally, groups may wish to consider the roles or committees set forth in Exhibit B, attached hereto.
 - c) Any group which wishes to terminate its participation prior to the three-year term must coordinate through Licensee. Licensee and City may jointly agree to an early termination of the License.
 - d) City may cancel the License if there are repeated violations of any of the terms of the License.
3. Licensee will provide all materials for garden maintenance, including but not limited to: fencing around the garden (material for which is subject to approval by City), compost bins, plants, seeds, storage boxes and containers, garden tools and weed controlling landscape cloth. Licensee will maintain a plot map indicating location, quantity, and species of plants and make available to the City upon request.

4. Parks and Recreation will provide ongoing maintenance of the park areas outside of the prescribed garden border.
5. Per City ordinance and Parks and Recreation policy, the application of pesticides (herbicides, fungicides, and insecticides) or fertilizers to parkland must be performed by a State-licensed applicator in employment with the City, or a licensed contractor hired by the City to perform this service. The garden coordinating group would be required to pay for this service if approved by the City.
6. Soil amendments used to improve soil health – such as compost, coffee grounds, and bloodmeal – must be approved, annually, by the Garden Education Coordinator, Mary Henke-Haney (651) 632-2427. The City strongly recommend soil testing prior to the application of any soil amendments.
7. Gardeners are responsible for keeping the garden adequately watered. Participants must provide their own water for the garden. Access to City infrastructure requires a submitted operation plan and written approval from the City. Sprinklers and hoses are permitted but may only be used when a garden member is present, and must be stored when not in use. Unpotable water must be posted as such.
8. Informational and educational garden signs are encouraged in order to inform the community about the garden group and its activities. All signs must be approved by the City.
9. Permanent signs shall be high-quality and durable and shall meet the approval of gardeners, the coordinating group and Parks and Recreation. Licensee will submit the design, dimensions and a description of the materials to be used prior to installation. Temporary signs must be visually pleasing, well maintained and durable. The City may remove any temporary sign if it deems it unacceptable.
10. The outside perimeter of the garden space must be well-defined and weed free. Participants may install a hedge or ornamental planting to create an appealing approach to the garden. Any fence installation must follow City permitting requirements and be approved by the Parks and Recreation Garden Education Coordinator prior to installation (chain link fences are prohibited).
11. In addition to the lockable toolboxes, Licensee may request approval for additional above-ground storage units. Any such storage units must be well-maintained and organized and locked when nobody is on-site. Cost of purchase and installation of all storage units will be the responsibility of Licensee.
12. All participants shall agree to the following safety and security rules:
 - a) All crimes in progress or reports of fire shall be reported to 911 immediately.
 - b) Reports of crimes committed out of their presence shall be reported to the Saint Paul Police Department at (651) 291-1111. Gardeners can ask for a teleserve report or file an online police report: <https://www.stpaul.gov/departments/police/file-police-report>

- c) A General Incident Form must be sent to Park Security (parkssecurityofficers@ci.stpaul.mn.us) for any police report that is filed.
- d) Garden activity must take place during park hours, and in no event later than 11:00 p.m. No activity may take place in the gardens after park hours without the prior written approval of the Director of Parks and Recreation.
- e) Children under 16 are not permitted in the garden without an adult companion.
- f) Any vandalized or damaged hardscaping must be repaired or removed in a timely manner by Licensee.

13. Licensee is responsible for managing garden waste and debris. All on-site composting must be done in accordance with the following guidelines:

- a) Compost bins must be durable and well-maintained. The City has the right to approve the compost bin designs that are used on the site.
- b) Compost must be properly processed with regular turning and appropriate water levels. Only herbaceous plant material from the garden can be composted at the garden.
- c) All compost will be secured in a bin. All waste which cannot be composted must be hauled from the garden by Licensee during regular season operations.
- d) Motorized vehicles must remain on public roadways, within public parking lots, or in legal parking spaces. Motorized vehicles must not be operated on parkland which includes but is not limited to turf grass, sidewalks, pathways, or service roads. Motorized vehicles are prohibited from surmounting roadway curbs.

14. Licensee will be responsible for site sanitation and maintenance.

- a) Tools, pots, hoses and equipment must all be properly stored when not in use.
- b) All plots, pathways and common areas must be kept free of weeds. The use of mulch is encouraged.
- c) Structural items such as staking materials, arbors, benches, tables and fencings must be kept in good repair.
- d) The use of traditional horticultural materials for hardscaping is encouraged, including stone and wood. The supervising entity of the garden group must approve the use of any non-traditional materials.
- e) All available garden areas must be planted or mulched. Gardens with individual plots must have policies in place for addressing neglected or abandoned plots in a timely manner.
- f) All turf within the garden perimeter will be maintained by the garden group and will never be longer than 4”.
- g) Aisles and adjacent sidewalks must be kept free of weeds, rocks, plants and other materials. Landscaping cloth covered with wood chips may be used to control weeds in the aisle; non-organic material such as carpeting or roofing material, plastic, etc. may not be used.
- h) Soil must not be mechanically tilled closer than six feet from public sidewalks, alleys, streets and adjoining privately owned property.

- i) All organic garden debris must be composted in the appropriate locations. No debris or other garbage may be disposed of on Parks and Recreation property.
 - j) Soil grade within the garden must remain at original level to prevent water damage to the building and/or material runoff. If soil or other materials are to be added to the garden an equivalent amount of materials must first be removed.
15. At the end of the gardening season, and in no event later than November 1st of each year of the License the site must be cleaned and prepared for winter.
- a) All non-woody herbaceous material that isn't being kept for insect habitat must be removed.
 - b) Any temporary structures and furniture, such as staking materials, plant cages, garden adornments, temporary signs, etc. must be removed.
 - c) Compost bins and storage boxes must be cleaned, organized and closed for the season, but may remain on site.
 - d) Permanent materials intended for four season outdoor use (durable tables, benches, arbors, signs, etc.) may be left on site.
 - e) The City will not be responsible for loss or destruction to any items remaining on-site. Failure to prepare the site for winter may result in the City performing the work and charging Licensee for its services.
16. The community garden must provide at least one approved educational opportunity event annually to the broader public. This event must be recorded in the annual report.
17. At the end of the growing season, the community garden must submit an annual report to the Garden Education Coordinator outlining their activities for the season. The report shall include updated contact information, number of plots, number of gardeners, events, and partners.
18. Licensee will protect, indemnify, and hold harmless the City and its employees, officers, and agents, from and against all claims, demands, and causes of actions (including reasonable attorneys' fees) whatsoever for injury to or death of person, or loss or damage to property arising out of the use, possession, construction of improvements, operation, or maintenance, or any other act or omission of Licensee at Orchard Park pursuant to this License.
19. Licensee shall carry, or shall cause its agents or contractors to carry, the following insurance coverage:

Commercial General Liability Insurance including blanket commercial liability coverage, personal injury liability coverage and broad form property damage liability endorsement with a combined single limit of not less than \$1,500,000 per occurrence and \$2,000,000 aggregate shall be purchased by USTA or its subcontractors. Such insurance shall (i) name the City of Saint Paul as additional insured; (ii) be primary with respect to City's insurance or self-insurance; (iii) not exclude explosion, collapse and underground property damage; (iv) be written on an "Occurrence Form" policy basis;

Worker's Compensation Insurance with not less than statutory minimum limits and Employers' Liability Insurance with minimum limits of at least \$100,000 per accident and with an all states endorsement.

LICENSEE must provide a current insurance certificate for policies prior to entry under this Permit. Nothing in this section is intended to waive the City's statutory immunities or defenses, or limitations on liability.

20. Licensee, at the expiration of this License Agreement, shall quit peacefully and surrender possession of the Premises to the City in as good order and condition as the property was delivered to Licensee, unless parties hereto negotiate an extension of the License Agreement.
21. All notices herein provided to be given, or that may be given by either party to the other, shall be deemed to have been fully given when served personally on the City or Licensee, or when made in writing and deposited in the U.S. Mail, certified and postage prepaid, and addressed to District 10 Como Community Council, 1224 Lexington Pkwy N, St Paul, MN 55103, Attention: Executive Director, and to the City at the Department of Parks and Recreation, 400 City Hall Annex, 25 West Fourth Street, Saint Paul, Minnesota 55102. The address to which the notice shall be mailed may be changed by written amendment of this License. Nothing herein shall preclude the giving of such address change notice by personal service.
22. The license granted herein shall not be construed as a waiver of management rights. The City retains the right to cancel this license at any time for failure to comply with the requirements set forth herein, and may enter the premises at any time for any reason..
23. Interpretation of License, Venue. This License shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.
23. Counterparts. The parties may sign this License in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
24. Electronic Signature. The parties agree that the electronic signature of a party to this License shall be valid as an original signature of such party and shall be effective to bind such party to this License. The parties further agree that any document (including this License and any attachments or exhibits to this License) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

Dated:

City of Saint Paul

District 10 Como Community Council

Director of Parks and Recreation

By: Executive Director

Approved as to form:

Assistant City Attorney

Exhibit A: Licensed Area

