

## PERMIT AGREEMENT

This Permit Agreement (“Permit”) is made and entered into this \_\_\_\_ day of December, 2024, by and between the **Board of Water Commissioners of the City of Saint Paul**, a Minnesota municipal corporation, acting through its Saint Paul Regional Water Services General Manager, (the “Board”), and **Rice Street Gardens**, a Minnesota domestic nonprofit corporation (“RSG”).

WITNESSETH:

WHEREAS, the Board owns certain real property addressed as 1958 Rice Street in the city of Maplewood, shown on Exhibit A, attached hereto and incorporated herein (the “Premises”); and

WHEREAS, RSG wishes to develop and maintain a community garden on the Premises, produce from which shall be for the use of individual gardeners or given as a donation; and

WHEREAS, the City of Maplewood has issued a Conditional Use Permit which grants permission for such a garden and establishes certain terms and conditions governing its use and operation; and

WHEREAS, the Board believes that such use of this property contributes to the value of the surrounding community.

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

1. The Board hereby grants permission to RSG to use the Premises for the purpose of developing and maintaining a community garden in accordance with this Permit for non-commercial purposes only.
2. This Permit shall be effective upon the date set forth above and shall expire on December 31, 2025. Thereafter, this Permit may be renewed for one year periods upon the discretion of the Board following a written request by RSG to the Board. This Permit may be terminated by either party without cause upon sixty (60) days written notice to the other.
3. RSG shall obtain and maintain any permits and authorizations required by the City of Maplewood. RSG shall comply with any applicable City codes, ordinances, and policies.
4. Routine operations of the Board shall take precedence over all activities permitted by this Permit.
5. The exercise of privileges granted in this Permit shall be without cost or expense to the Board. Any such costs or expenses incurred by the Board shall be paid by RSG.
6. This Permit may not be transferred or assigned by RSG except with and according to written permission of the Board.
7. The granting of this Permit creates in RSG no property or easement rights.

8. Although gardening may be done by multiple groups and individuals, responsibility for performance under this Permit remains that of RSG, which shall insure that every person participating in the community garden understands the rules, regulations and requirements herein.
  - a. RSG 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 individual garden plots must have a coordinator and an alternate or co-coordinator.
9. RSG will provide all materials for garden maintenance, including but not limited to: , plants, seeds, storage boxes and containers, garden tools and weed controlling landscape cloth.
10. Board will provide ongoing maintenance of the property outside of the prescribed garden border as shown on Exhibit A. Garden area must allow for easy access by Board personnel to perform such maintenance.
11. Any use of fertilizers and/or pesticides must be done in accordance with the state and local laws on their use.
12. Gardeners are responsible for keeping the garden well-watered. Sprinklers and hoses are permitted but may only be used when a garden member is present, and must be stored when not in use.
13. Permanent signage including the phrase “Garden courtesy of the Board of Water Commissioners of the City of Saint Paul” must be easily readable from the frontage of Rice Street and well maintained at all times. Permanent signs shall be high-quality and durable and shall meet the approval of the Board. RSG will submit the design, dimensions and a description of the materials to be used prior to installation. Upon termination of this Permit, permanent signage must be removed and disposed of according to the rules set forth by the City of Maplewood. Temporary signs must be visually-pleasing, well maintained and durable. The Board may remove any temporary sign if it deems it unacceptable.
14. RSG may request approval for 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 RSG.
15. 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 Maplewood Police Department at 651-777-8191.

- c. Garden activity may only take place thirty minutes after sunrise through thirty minutes before sunset, and in no event later than 9:00 p.m.
  - d. Children under 16 are not permitted in the garden without a responsible adult companion.
16. RSG is responsible for managing garden waste and debris. All on-site composting must be done in accordance with the following guidelines:
- a. 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.
  - b. All waste which cannot be composted must be hauled from the garden by RSG during regular season operations.
  - c. At no time are vehicles permitted to be used off of the parking area when accessing individual garden plots. Vehicles off of the parking area are permitted only when maintaining or delivering apparatus that is communal to the garden area such as water barrels and tool sheds. Equipment used to prepare the garden area at the beginning and at the end of the growing season is likewise permitted.
17. RSG 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 and tables must be kept in good repair.
  - d. All available garden areas must be planted or mulched. RSG must have policies in place for addressing neglected or abandoned plots in a timely manner.
  - e. All turf within the garden perimeter will be maintained by the garden group and will never be longer than 3 inches in height.
  - f. Aisles 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.
  - g. All organic garden debris must be composted in the appropriate locations. No debris or other garbage may be disposed of on the property.
18. At the end of the gardening season, and in no event later than November 1<sup>st</sup> of each year, the site must be cleaned and prepared for winter.
- a. All non-woody herbaceous material must be removed.
  - b. Any temporary structures and furniture, such as tomato cages, garden adornments, temporary signs, etc. must be removed.
  - c. Storage boxes must be cleaned, organized and closed for the season, but may remain on site.

- d. Permanent materials intended for four seasons outdoor use (durable tables, benches, deer fencing, erosion control measures, individual plot signposts, etc.) may be left on site.
  - e. The Board 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 immediate termination of this Permit.
19. At the end of the growing season, the community garden must submit an annual report to the Board outlining their activities for the season. The report shall include updated contact information, number of plots, number of gardeners, events, and partners who receive food (such as food shelves).
20. RSG shall, and hereby does, indemnify, save, hold harmless, and defend the Board (and its officials, employees, representatives and agents) from and against all claims, costs, (including reasonable attorneys' fees) liabilities, losses or damages actually suffered or incurred by the Board (and its officials, employees, representatives and agents) arising from or as a result of any loss, injury, death or damage to persons or property arising out of the use, possession, construction of improvements, operation or maintenance of the community garden, except to the extent that such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the Board or its officials, employees, representatives or agents.
21. RSG shall carry, or shall cause its agents and subcontractors 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. Such insurance shall (i) name the Board of Water Commissioners of the City of Saint Paul, and the City of Saint Paul, its officials, employees, agents and representatives as additional insureds; (ii) be primary with respect to the City's insurance or self-insurance; (iii) not exclude explosion, collapse and underground property damage; (iv) be written on an "occurrence Form" policy basis.
- RSG must provide a current insurance certificate each year to the Board for the policy required in this section. Nothing in this section is intended to waive the Board's or the City's statutory immunities or defenses, or limitations on liability.
22. RSG, at the expiration of this Permit, shall quit peacefully, cease all permitted activities and restore the Premises to condition equal to or exceeding the existing condition prior to permitted activities.

Day-to-day issues concerning operations of the permitted activities should be directed to the following representatives of the Board and RSG:

Board:     Engineering Service Desk  
          651-266-6822  
          [dennis.rosemark@ci.stpaul.mn.us](mailto:dennis.rosemark@ci.stpaul.mn.us)

RSG:       \_\_\_\_\_

          \_\_\_\_\_

          \_\_\_\_\_

23. The permissions granted herein shall not be construed as a waiver of management rights. The Board retains the right to cancel this Permit at any time for failure to comply with the requirements set forth herein, and may enter the Premises at any time to determine compliance or to otherwise ensure the safe and sanitary condition of its property.

IN WITNESS **WHEREOF**, the parties hereto have hereunto caused these presents to be executed the day and year first written.

**RICE STREET GARDENS**

By \_\_\_\_\_

\_\_\_\_\_  
(print)

Its \_\_\_\_\_

**BOARD OF WATER COMMISSIONERS  
OF THE CITY OF SAINT PAUL**

By \_\_\_\_\_  
Racquel Vaske, General Manager Saint  
Paul Regional Water Services



EXHIBIT A