

LEASE AGREEMENT BETWEEN  
THE CITY OF SAINT PAUL AND FROGTOWN GARDENS

THIS LEASE AGREEMENT (the "*Lease*") is entered into this \_\_\_\_ day of \_\_\_\_\_2024, between the City of Saint Paul, through its Department of Parks and Recreation (the "*City*") and Frogtown Gardens, a Minnesota not-for-profit corporation and 501(3)(c) organization, doing business as Frogtown Farm, whose address is 941 Lafond, Suite 200, Saint Paul, MN 55104 ("*Frogtown*").

*Recitals:*

A. The City owns a 12.7 acre of property legally described as on Exhibit A and generally bounded by Victoria Street, Lafond Avenue, Chatsworth Street and Minnehaha Avenue, in the City of Saint Paul, Minnesota (the "*Park Property*"). The Property was purchased with the intent to develop the Park Property as a public park and to lease approximately five (5) acres of the larger parcel to Frogtown, including access rights thereto, all as depicted on the sketch attached hereto as Exhibit B (the "*Leased Premises*") for continued development as an urban farm, and Frogtown desires to accept such leasehold, as set forth below.

B. The lease of the five acres to Frogtown is not intended to be treated as a diversion of parkland under the City Charter or Administrative Code, nor is it intended as a determination that an urban farm is a "park purpose".

AGREEMENT

Now, therefore, parties agree as follows:

**1) Leased Premises.**

- a) The City, in consideration of the covenants and agreements herein contained, leases to Frogtown the Leased Premises.

**2) Term and Renewal.**

- a) **Initial Term.** The term of this Lease shall begin on January 1, 2025 and continues for a period of two (2) years thereafter, terminating December 31, 2026 unless earlier terminated pursuant to paragraph 10 of this Agreement.
- b) **Renewal Term.** Parties may mutually agree to renew this Lease on the same terms for two (2) additional years, beginning January 1, 2027. City's determination to renew will be based on its analysis of Performance Metrics, which will be conducted as described in Exhibit C, and communicated in writing to Frogtown no later than September 1, 2026.

**3) Use of Site.**

- a) Frogtown shall use and occupy the Leased Premises for the establishment and operation of an urban farm (the "*Approved Use*"), which may include without limitation (i) educational purposes, including classes and workshops; (ii) production of fresh local produce (including fruits, vegetables, flowers, herbs or decorative foliage) for sale to or sharing with the public; (iii) production and sale of food products principally produced from items listed in (ii) above; (iv) demonstration of growing and cultivating gardens and (v) other activities as are normally considered complementary to and suitable for an urban farm and not inconsistent the City's use of the remainder of the Park Property as a city park.
- b) Notwithstanding the foregoing, Frogtown will not keep any animals or insects except in

accordance with law and with the prior written consent of the City. Frogtown agrees that it will not produce illegal substances or noxious weeds.

- c) The City represents and warrants that the Approved Use is an acceptable use under the City zoning code at the time of the execution of this Lease.
- d) The Leased Premises remain public spaces, however, the public's access to certain areas may be prohibited for reasons of public safety and basic security concerns.
- e) The City leases the premises to Frogtown "as is" and does not warrant that the soil is adequate other than for passive park use.

**4) Financials.**

- a) Frogtown will not pay direct rent to the City during the term of this lease, but must reinvest all Gross Earned Income into the Leased Premises, operations, and onsite programs. "Gross Earned Income," as used herein, means all revenues generated by Frogtown from the Leased Premises through sales of produce, fees for classes, workshops and services, or other income derived from the Approved Use.
- b) Each quarter (by April 1, July 1, October 1, and January 1), Frogtown shall provide to the City a financial statement in Microsoft Excel or convertible to Excel showing year-to-date gross receipts and expenses.
- c) The CITY has a right to inspect all books and records pertaining to the operation of Leased Premises. The CITY will be granted inspection of said books and records by providing Frogtown with written notice, upon which Frogtown will have fifteen (15) days to provide access to those books and records to the CITY or its agents.
- d) Frogtown shall maintain all books, documents, and accounting records for inspection or audit by the City, State Auditor, or other duly authorized representative for a period of six years following termination of the Agreement.
- e) Frogtown is responsible for the payment of all utility bills, excluding electrical, during the term of the Agreement. Frogtown must ensure direct billing by the utilities throughout the term of this Agreement.

**5) Maintenance and Repair.**

- a) Frogtown is responsible for all maintenance, repair, and replacement of facilities, equipment, and infrastructure within Leased Premises, except for permanent parks infrastructure serving the general public (Entrance road and parking lot, sidewalks, utility infrastructure, stormwater infrastructure, security lighting, and basic park amenities such as benches, picnic tables, and trash receptacles).
- b) Any damages caused by the action of Frogtown, its employees, agents, or invitees will be the sole responsibility of Frogtown to pay for.

**6) Frogtown Responsibilities.**

- a) Provide to CITY an annual operating plan by January 31, which outlines operations for the

coming year and includes:

- i) Calendar of operations
  - ii) Board member roster and bylaws
  - iii) Program overview and fees
  - iv) Staffing structure
  - v) Produce sales
  - vi) Maintenance and upkeep
  - vii) Community engagement
  - viii) Emergency Action Plan, including Safety Data Sheets and training protocols
- b) Annually, by February 28, supply to City an annual report on the farm including community impacts of operations, production metrics, financials, and programs.
  - c) Frogtown may enter into agreements with non-profit entities, businesses or individuals to provide recreation programming, or other programs which serve a public purpose (example: native seed distribution). City must approve such agreements in advance.
  - d) Frogtown shall complete electronic participant accident and incident report forms in any instance where accidents or incidents on or near the facility are reported to or witnessed by Frogtown representatives. Completed reports must be provided to the City within two working (2) days following an accident or incident on or near the facility property, by U.S. mail, fax or a PDF scan attached to an email.
  - e) To maintain Leased Premises in a safe, clean and orderly condition.
  - f) No activity shall be conducted on the Leased Premises that will produce any Hazardous Substance, except for such activities that are an ordinary part of the Approved Use, provided that the Approved Use is conducted in accordance with applicable laws.
  - g) The Leased Premises will not be used in any manner for the storage of any Hazardous Substances except for the storage of such materials that are used in the ordinary course of the Approved Use. "Hazardous Substance" means: (A) any "hazardous substance" as defined in CERCLA, 42
  - h) U.S.C. § 9601(14); (B) any "pollutant or contaminant" as defined in CERCLA, 42 U.S.C. § 9601(33); (C) any "hazardous waste" as defined in RCRA, 42 U.S.C. § 6903(5); (D) any asbestos, dioxins, polychlorinated biphenyls that exceed regulated levels, uranium, radioactive isotopes and other nuclear by-products, toxic substances or petroleum products, by-products or derivatives; (E) any substance, whether liquid, solid or gas that presents a significant risk of an adverse or harmful effect upon human health, upon animals or upon air, water, land, natural resources or any other aspects of the environment; and (F) any other substance, material or waste classified as hazardous, toxic, harmful or dangerous or as a pollutant or contaminant under any Environmental Law.
  - i) Frogtown agrees to comply with all ordinances, laws, rules and regulations enacted by any governmental body or agency relating to Frogtown's operations on the Leased Premises and the control, abatement or emission of air and water contaminants and the disposal of refuse, solid wastes or liquid wastes related thereto. Frogtown shall bear all costs and expenses arising from compliance with said ordinances, laws, rules, or regulations which arise as a

result of Frogtown's operations and shall defend and hold harmless City from all liability, including without limitation, fines, forfeitures, and penalties arising from the failure by Frogtown to comply with such ordinances, laws, rules or regulations. City has the right to perform cleanup and charge Frogtown for such costs should Frogtown fail to comply.

**7) City Responsibilities.**

- a) The CITY shall periodically inspect the Leased Premises, at least once annually, and inform Frogtown in writing of any conditions requiring attention as may be required to comply with the obligations under Lease Agreement, and of any conditions necessary to retain eligibility for lease renewal under Section 2.B of this Agreement.
- b) Tree maintenance and removal will remain the responsibility of the CITY.
- c) Place and regularly service a sufficient number of trash receptacles throughout park during each Permit Season.
- d) Contract placement and regularly servicing of one portable restroom during each Permit Season. Frogtown must order and pay for additional units or servicing required for their events and programs.

**8) Alterations.** Frogtown will not make any alterations to the premises without the written consent of the City. If Frogtown desires to make any such alterations, an accurate description of the project shall first be submitted to the City in writing and such alterations shall be done at the expense of Frogtown. All such work shall be done under the City's supervision and any improvements will become the property of the City at the end of the agreement term. Frogtown agrees that any alterations must be done in a workmanlike manner and in conformance with all applicable law, regulations and building codes; that the structural integrity of any and all building systems will not be impaired and that no liens will be attached to the premises by reason thereof.

All assets present and future paid for and owned by the Frogtown, unless furnished as an improvement or immovable fixture on the premises, shall always remain property of the Frogtown unless otherwise agreed to in writing by the Parties. (i.e vehicles, containers, tools, etc.)

**9) Notices.** The City's representative for this agreement will be the Special Services Manager or their designee. The Frogtown representative for the purposes of this agreement will be the Commodore or their designee. Any notices or correspondence on this agreement shall be sent to:

Saint Paul Parks and Recreation  
400 City Hall Annex  
25 W 4<sup>th</sup> Street  
Saint Paul, MN 55102  
Attn: Parks and Recreation Program Supervisor  
E-Mail: [tyler.mckean@stpaul.gov](mailto:tyler.mckean@stpaul.gov)

Frogtown Farm  
941 Lafond Ave, suite 200  
Saint Paul, Minnesota 55104  
Attn: Executive Director  
E-Mail: [admin@frogtownfarm.org](mailto:admin@frogtownfarm.org)

All notices shall be deemed to have been given when served personally on City or Frogtown

or by mail upon deposit in a United States mailbox, postage pre-paid, addressed to Saint Paul Parks and Recreation or to Frogtown at the above address. An electronic notification (“E-Mail Notice”) shall be deemed written notice for purposes of this Section if sent to the E-Mail address specified for the receiving party. E-Mail notice shall be deemed received at the time the party sending E-Mail notice receives verification of receipt by the receiving party.

**10) Indemnification.** Frogtown agrees to defend and indemnify the City and all its agents, officers and employees thereof from all claims, demands, actions, judgments, suits or causes of action of any nature or character, arising out of Frogtown use of the premises, except to the extent such claims may be caused by the sole negligence of the City. Frogtown shall provide the City with notice of any injuries, claims, or suits submitted to them, within thirty (30) days of receipt of such notice, claim, or suit.

**11) Insurance.**

- a) The City will insure the marina premises for fire and comprehensive property damage coverage. Frogtown will provide the following insurance during the term of the agreement:
  - i. Frogtown shall be responsible for the self-insurance of, or for the acquisition of Commercial Property insurance on its own personal property and the property of anyone using the facility.
  - ii. Comprehensive general liability insurance including blanket contractual liability coverage and personal injury liability coverage with a combined single limit of not less than \$1,500,000 per occurrence, or \$2,000,000 per occurrence shall be purchased by Frogtown. Such insurance must: i) name the City of Saint Paul as "additional insured"; ii) be primary with respect to the City's liability insurance or self-insurance; and iii) not exclude explosion, collapse, or underground property damage. Such insurance limits shall remain equal to or greater than the Municipal Maximum Tort Liability Limits as provided under Minnesota Statutes Chapter 466.04, which may be amended from time to time, and upon amendment may require Frogtown to purchase and provide evidence of additional insurance.
  - iii. Worker's Compensation insurance with not less than the statutory minimum limits, and employer's liability insurance with minimum limits of at least \$100,000 per accident. Physical/sexual abuse coverage with limits no less than \$1,500,000 aggregate or \$500,000 per occurrence.
  - iv. Frogtown shall supply to the City current insurance certificates for policies required in this agreement. The certificates shall certify whether or not Frogtown has errors and omissions insurance coverage.
- b) Nothing in this agreement shall constitute a waiver by the City of any statutory limits or immunities.
- c) **Waiver of Subrogation.** The City waives its right of subrogation for damage to the premises, contents therein, loss of income, up to the amount of insurance proceeds collected. Frogtown waives its right of subrogation for damage to the premises, contents there in, loss of income, up to the amount of respective insurance proceeds collected. The parties shall notify their respective insurance companies, in writing, of the provisions of this paragraph, and if either cannot waive its subrogation rights, shall immediately notify the other party, in writing.

**12) Non-Discrimination.** Frogtown will not discriminate against any participant or employee

wishing to participate in its programs or any person wishing to use the any part of the marina premises and it's infrastructure because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that participants are treated without the same during their participation in programs or use of the facility.

**13) Right of Entry.** At all times during the term of this agreement, the City retains ownership of the premises and shall have the right, by itself, its agents and employees, to enter into and upon the Premises during reasonable business hours or, in the event of an emergency, at any time for any legitimate purpose.

**14) Termination.**

- a) Parties may mutually agree to terminate this Agreement at any time.
- b) If a party is claiming a material breach by the other party it may elect to terminate this Agreement by providing notice of such intent to terminate to the other party, stating the basis for the breach, and the amount of time the party has to cure. Failure to cure within the stated time will result in termination the day following the final cure date.
- c) Any of the following listed events will be considered a material breach by Frogtown for the purposes of termination:
  - i. Failure to pay utilities. In the event that Frogtown fails to pay utility bills and such failure results in heat, electricity, water, or gas being shut off.
  - ii. Lapse in insurance. In the event Frogtown fails to continuously maintain proper insurance as required by the Agreement and the lapse continues for a period of five days after receipt of written notice of such failure.
  - iii. Breach without cure. In the event Frogtown breaches any obligation under this Agreement and such breach continues for a period of 45 days or more after receipt of written notice of such breach.
  - iv. Persistent or repeated breaches. In the event Frogtown has a pattern of persistent and repeated breaches, whether or not such breaches have been cured. Breaches do not need to be of the same contract requirement in each case to establish a pattern of persistent and repeated breaches.
  - v. Bankruptcy. In the event that Frogtown files a voluntary petition in bankruptcy, insolvency or a petition for reorganization, or a receiver is appointed for a substantial portion of Manager' s property, or an order or decree of bankruptcy, insolvency, or reorganization is issued.
  - vi. Loss of Nonprofit Status. In the event that Frogtown ceases being a 501(c)(3) non-profit organization.
- d) It will be considered a material breach for the purposes of termination if the City repeatedly fails to perform its obligations under the Agreement,
- e) At the termination of this agreement the premises shall be surrendered peacefully and returned to the City in the same condition as received, reasonable wear and tear notwithstanding. Surrender of premises and removal of all Frogtown property shall occur with 90 days of mutual termination or the end of the contract term.

**15) Amendments.** No amendments to this Agreement shall be effective without being reduced to

writing and executed by both parties.

- 16) **Compliance with Laws.** The property described herein may be used for only the purposes stated herein. It is the sole and exclusive responsibility of LESSEE in the use of the property to comply with all laws, rules, regulations or ordinances imposed by any jurisdiction affecting the use to which the property is proposed to be put. Inability or failure by LESSEE to comply with any of said laws, rules, regulations or ordinances will not relieve LESSEE of the obligation to pay the rental provided herein.
- 17) **Assignment and Subletting.** Frogtown shall not assign or sublet this Lease without the written consent of the City, which consent must be obtained prior to the execution of any agreement to sublease the Leased Premises. Leasing of individual farm plots does not constitute assignment or subleasing as used in this section.
- 18) **Waiver.** Any fault of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.
- 19) **Counterparts.** The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
- 20) **Electronic Signatures.** The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) 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.
- 21) **Entire Agreement.** It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.
- 22) **Jurisdiction.** This agreement shall be construed under the laws of the State of Minnesota and any dispute regarding the interpretation or enforcement shall be venued in the Ramsey County District Court.

IN WITNESS WHEREOF, the parties have set their hands the date first written above.

CITY OF SAINT PAUL

FROGTOWN GARDENS

\_\_\_\_\_  
Director of Parks and Recreation

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Director of Financial Services

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City Clerk

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Mayor

Approved as to Form

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Assistant City Attorney



## **Exhibit A: Legal Description**

Real property in Ramsey County, Minnesota legally described as follows:

### **PARCEL 1:**

Southeast<sup>1</sup>/<sub>4</sub> of theNortheast<sup>1</sup>/<sub>4</sub> of theNortheast<sup>1</sup>/<sub>4</sub> of theNorthwest<sup>1</sup>/<sub>4</sub> of Section 35, Township 29, Range 23, Ramsey County, Minnesota, except that part for Victoria Avenue within the said Parcel.

Abstract Property

### **PARCEL 2:**

Lots 1, 2, and 3, Victoria and Lafond St. Add., except the South Half thereof, that part of the South Half of adjoining Blair Street, vacated lying between the extensions across it of the East Line of said Lot 1 and the West line of said Lot 3; Lots 4,5,6,7,8, and 9, Victoria and Lafond St. Add., except the Southerly 10 feet thereof; that part of the South Half of adjoining Blair Street, vacated lying between the extensions across it of the East Line of said Lot 4 and the West line of said Lot 9, Ramsey County, Minnesota.

Torrens Property

### **PARCEL 3:**

Those parts of the East Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter (E1/2 ofNW<sup>1</sup>/<sub>4</sub> ofNE<sup>1</sup>/<sub>4</sub> ofNW<sup>1</sup>/<sub>4</sub>) and the West Half of the Northeast Quarter of the northeast Quarter of the Northwest Quarter (W1/2 ofNE<sup>1</sup>/<sub>4</sub> ofNE<sup>1</sup>/<sub>4</sub> ofNW<sup>1</sup>/<sub>4</sub>), Section 35, Township 29North, Range 23 West, Ramsey County, Minnesota, lying North of the North line of vacated Blair Avenue as opened by Order of the Common Council dated August 23, 1884, except that part for Minnehaha Avenue within the said Parcel.

Abstract Property



## Exhibit C: Frogtown Farm Performance Metrics

The City's agreement to the Renewal Term, as outlined in paragraph 2.B, will be contingent on Frogtown's performance metrics outlined below. Annually, during the initial term, Frogtown must earn a minimum of 55 points (of 70 total points) , and have no uncured breaches, to trigger a renewal period.

### **Category 1: Educational and Outreach Programs (30 points possible)**

1. **Number of Workshops and Educational Programs:**
  - **Metric:** Total number of workshops and educational programs conducted annually.
  - **Target:** Conduct at least 6 educational workshops and programs per year.
  - **Scoring:**
    - Meets 6 programs: 10 points
    - 4-5 programs: 7 points
    - 2-3 programs: 5 points
    - Less than 2 programs: 0 points
2. **Volunteer Participation:**
  - **Metrics:**
    - Number of volunteers
    - Number of volunteer hours contributed annually.
  - **Target:** Achieve at least 500 volunteer hours per year.
  - **Scoring:**
    - Meets 500 hours: 10 points
    - 400-499 hours: 7 points
    - 300-399 hours: 5 points
    - Less than 300 hours: 0 points
3. **Community Input and Survey Execution:**
  - **Metric:** Execution of surveys at community events to gather community feedback. Implement at least two (2) improvements or initiatives from survey results.
  - **Target:** Conduct 20 participant surveys at 10 events and programs throughout the year. Synthesize survey results and implement at least two (2) improvements or initiatives from survey results into operations.
  - **Scoring:**
    - Collect 240 or more surveys: 5 points
    - Collect 180-239 surveys: 3 points
    - Collect fewer than 180 surveys: 0 points
    - Implement two improvements or initiatives: 5 points
    - Implement one improvements or initiatives: 3 points

### **Category 2: Food Access and Distribution (20 points possible)**

1. **Amount of Produce Distributed:**
  - **Metric:** Total pounds of produce distributed to community members and local organizations.
  - **Target:** Distribute at least 7,000 pounds of produce annually.
  - **Scoring:**
    - Exceeds 7,000 pounds: 10 points

- 4,000-5,000 pounds: 7 points
  - 2,000-4,000 pounds: 5 points
  - Less than 2,000 pounds: 0 points
2. **Culturally Diverse Produce Grown:**
- **Metric:** Variety and quantity of culturally diverse crops grown annually.
  - **Target:** Grow at least 10 different culturally significant crops.
  - **Scoring:**
    - Exceeds 10 varieties: 10 points
    - 7-10 varieties: 7 points
    - 4-6 varieties: 5 points
    - Less than 4 varieties: 0 points

**Category 3: Sustainable Agricultural Practices (10 points possible)**

1. **Implementation of Sustainable Practices:**
- **Metric:** Improve or maintain soil quality through the addition of compost, crop rotation, flowering plants, cover crops, and perennial crops, as measured by soil health indicators such as organic matter, pH, and nutrient balance.
  - **Target:** Implement at least three key sustainable practices that are industry-accepted to improve soil quality.
  - **Scoring:**
    - Three innovative practices: 10 points
    - Two innovative practices: 7 points
    - One innovative practice: 5 points
    - Does not meet target: 0 points

**Category 4: Agreement Compliance and Reporting (10 points possible)**

1. **Timeliness of Financial Reports and Payments:**
- **Metric:** Percentage of financial reports and payments submitted on time.
  - **Target:** 100% on-time submission of all reports and payments.
  - **Scoring:**
    - All reports and payments on time: 10 points