

## LICENSE AGREEMENT

This License Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Saint Paul, a municipal corporation, through its Department of Parks and Recreation, (“City”), and West Side Community Organization (“WSCO”), a City of Saint Paul District Council.

WITNESSETH:

WHEREAS, WSCO wishes to maintain a community vegetable garden at Capitol View Park, 386 Cherokee Ave. Saint Paul, MN 55107, produce from which shall be for the use of individual gardeners, given as a donation or for sale at farmer’s markets providing proceeds are dedicated back to the maintenance and upkeep of the garden; and

WHEREAS, WSCO desires to install an irrigation system within the Licensed Area to support ongoing garden operations; 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 WSCO to use that certain property shown on Exhibit A, attached hereto and incorporated herein by reference, located at CAPITOL VIEW PARK, 386 CHEROKEE AVE. SAINT PAUL, MN 55107, for the purpose of maintaining a community vegetable garden. Produce 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 WSCO, which shall insure that every person participating in the community vegetable garden understands the rules, regulations and requirements herein.
  - a) WSCO 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 WSCO. WSCO 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. WSCO 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.
  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. Signage will accompany each site listing the name of the garden and contact information. 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. WSCO 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 in-ground toolboxes, WSCO 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 WSCO.

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](mailto: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 WSCO.

13. WSCO 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 WSCO 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. WSCO 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 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 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) Pets are permitted in the garden, subject to Saint Paul Legislative Code §170.06, 200.05 and 200.09. WSCO may set any rules with respect to dog etiquette for their presence in the garden provided they comply with the City’s Code.
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, tomato 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 WSCO for its services.
16. Authorization to Install Irrigation System. The City hereby authorizes WSCO to install an irrigation system within the Licensed Area substantially consistent with the scope described in the estimate prepared by Willow River Company (Est. ID: EST5777132, dated October 3, 2025), attached hereto as Exhibit . Any material deviation from the approved scope — including changes to connection points, pipe routing, or system components — shall require prior written approval from the City’s Department of Parks and Recreation before work proceeds.
- a) Permitting. WSCO shall be responsible for obtaining all required permits prior to installation of the irrigation system, including any City permits required for connection to water infrastructure. All work shall be performed by licensed contractors in compliance with applicable City codes and standards.

- b) Ownership of Improvements. Upon installation, the irrigation system and all components thereof shall become the property of the City as an improvement to City-owned parkland. Transfer of ownership does not shift any maintenance, repair, or removal obligations away from WSCO as set forth in this License.
- c) Irrigation System Maintenance. WSCO shall be solely responsible for the ongoing maintenance, repair, and winterization of the irrigation system throughout the term of this License, at WSCO's sole cost and expense. Maintenance shall include, but is not limited to, seasonal startup and shutdown, inspection and replacement of heads and valves, repair of leaks, and any other work necessary to keep the system in good working order. Failure to maintain the irrigation system in good working order may constitute a violation of this License.
- d) Removal of Irrigation System. The City reserves the right, in its sole discretion, to require removal of the irrigation system at any time upon written notice to WSCO. Upon receipt of such notice, WSCO shall remove the irrigation system — including all components, piping, and associated hardware — and restore the affected areas of the Licensed Area to their prior condition, all at WSCO's sole cost and expense and within the timeframe specified in the City's notice. WSCO waives any claim for compensation or damages arising from a City-directed removal of the irrigation system.

17. 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.
18. 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 who receive food (such as food shelves).
19. WSCO 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 WSCO at CAPITOL VIEW PARK, 386 CHEROKEE AVE. SAINT PAUL, MN 55107 pursuant to this License.
20. WSCO 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 WSCO 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.

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

21. WSCO, 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 WSCO, unless parties hereto negotiate an extension of the License Agreement.
22. 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 WSCO, or when made in writing and deposited in the U.S. Mail, certified and postage prepaid, and addressed to West Side Community Organization, 209 Page St W, St Paul, MN 55107, Attention: Monica Bravo, 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.
23. 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.
24. 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.
25. Counterparts. The parties may sign this License in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
26. 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 License.

Dated:

City of Saint Paul

West Side Community Organization

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

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

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

Exhibit A: Licensed Area



Exhibit C: Willow River Company Estimate EST5777132 (October 3, 2025)



**PAUL PFEIFFER**  
**484 MORTON STREET WEST**  
**SAINT PAUL, MINNESOTA 55107**

**Sales:** Roger Berg  
**Capitol View Garden**  
386 Cherokee Avenue Saint Paul, Minnesota 55107

**Est ID:** EST5777132  
**Date:** Oct-03-2025

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|---------------------------|-------------------|
| <b>Irrigation Install</b> | <b>\$3,500.00</b> |
|---------------------------|-------------------|

PVC Pipe, fittings, stakes, sprinkler heads. \$710.00 Various Distributors  
Main connection hose, Valve assembly, drain/on-off valve assembly, in-ground vault. \$467.00. Various Distributors  
Truck, Trailer, Vibratory Plow use (8 hours @114.75/hr plus transportation & fees). \$918.00 Contractor Equipment  
Contractor labor (16 hours @ \$110/hr). \$1760. (Willow River Company).  
Volunteer labor (4 people @ 4 hours each @ \$30/hour). -\$480 (in-kind). Garden members & Residents.  
File permit with City. \$125. (Roger Berg).  
Total Cost: \$3980.00 – \$480 (In-Kind Labor) = \$3500.00

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|-----------------------|-------------------|
| <b>Subtotal</b>       | <b>\$3,500.00</b> |
| <b>Taxes</b>          | <b>\$0.00</b>     |
| <b>Estimate Total</b> | <b>\$3,500.00</b> |

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**Credit Card Surcharge: All payments made with a credit card will**

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Willow River Company  
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Hudson, WI  
54016

P.715-386-3196

www.willowrivercompany.com  
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