

city of saint paul
planning commission resolution
file number
date

WHEREAS, Frogtown Farm Inc, File # 15-154-022, has applied for a conditional use permit for a five acre agriculture use under the provisions of §65.771 and §61.501 of the Saint Paul Legislative Code, on property located at 946 Minnehaha Avenue W, Parcel Identification Number (PIN) 35.29.23.21.0179, legally described as Section 35 Town 29 Range 23 Parts Of W 1/2 Of Ne 1/4 Of Ne 1/4 Of Nw 1/4 & E 1/2 Of Nw 1/4 Of Ne 1/4 Of Nw 1/4 Lying N Of The N Line Of Vacated Blair Ave (subj To Rd) In Sec 35 Tn 29 Rn 23; and

WHEREAS, the Zoning Committee of the Planning Commission, on September 24, 2015, held a public hearing at which all persons present were given an opportunity to be heard pursuant to said application in accordance with the requirements of §61.303 of the Saint Paul Legislative Code; and

WHEREAS, the Saint Paul Planning Commission, based on the evidence presented to its Zoning Committee at the public hearing as substantially reflected in the minutes, made the following findings of fact:

1. Frogtown Farm Inc. is seeking a conditional use permit for agriculture. Planting areas and general building footprints have been identified on the site plan. The applicant is developing a farm management plan concurrently with this application, which may refine building locations.
2. §65.771 lists seven standards that agricultural uses must satisfy:
 - (a) *Approval of a site plan showing the location of all growing plots, sheds, structures, and fencing, with contact information for a site manager. A soil lead test showing that lead levels are less than one hundred (100) parts per million shall be submitted to the zoning administrator with the site plan or raised planting beds with soil barriers and clean, imported soil will be required.* This finding is met. The applicant has provided a site plan and soil test results. Soil for the planting area has been imported and found to be well below the 100 parts per million threshold for lead. The applicant's farm management plan may necessitate minor alterations to the site plan, such as identifying the location for a shed, fence or similar structure.
 - (b) *In residential, traditional neighborhood, and business districts, an agriculture use having an area greater than one (1) acre requires a conditional use permit.* This finding is met. The use is approximately five acres.
 - (c) *The use shall be subject to the minimum property maintenance standards (chapter 34) and noise regulations (chapter 293) of the city.* This finding is met. This requirement is repeated in the lease agreement with the Parks Department.
 - (d) *Keeping of any animals other than bees is prohibited, except residents of the property may keep animals, subject to city permit requirements.* This finding is met. The use will not have animals and is aware that bee keeping will require a permit. This requirement is repeated in

moved by _____
seconded by _____
in favor _____
against _____

the lease agreement with the Parks Department.

- (e) *The use shall be conducted in a manner that controls odor, dust, erosion, lighting, and noise and is in compliance with city standards so as not to create a nuisance. This requirement may be enforced through the provisions in chapter 45 for nuisance abatement.* This finding is met. This requirement is repeated in the lease agreement with the Parks Department.
- (f) *Any tools, equipment, and material shall be stored and concealed within an enclosed, secured structure.* This finding is met. There are currently no tools, equipment, or material stored on site. Frogtown Farm is currently in the process of developing a farm management plan. If the completed management plan recommends storage on site, the site plan will be revised to include any storage structures. This requirement is repeated in the lease agreement with the Parks Department.
- (g) *When an agriculture use has been discontinued, the property shall be restored with grass or planted ground cover to control erosion, dust, and mud. All structures accessory to the agriculture use shall be removed. This requirement may be enforced through the provisions in chapter 45 for nuisance abatement.* This finding is met. This requirement is repeated in the lease agreement with the Parks Department.

3. §61.501 lists five standards that all conditional uses must satisfy:

- (a) *The extent, location and intensity of the use will be in substantial compliance with the Saint Paul Comprehensive Plan and any applicable subarea plans which were approved by the city council.* This condition is met. The use is supported by the following policy from the Parks Chapter of the Comprehensive Plan (2010):

4.3. Meet changing recreation needs. [...]

d. Increase access to community gardens by expanding the community garden program and leveraging partnerships; [...]

- (b) *The use will provide adequate ingress and egress to minimize traffic congestion in the public streets.* This condition is met. There will be five off-street parking spaces for the use accessed via Minnehaha. On-street parking will be available along Minnehaha. There is no parking required by the use.
- (c) *The use will not be detrimental to the existing character of the development in the immediate neighborhood or endanger the public health, safety and general welfare.* This condition is met. The use is planned to be an amenity that will benefit the immediate neighborhood.
- (d) *The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.* This condition is met. The use was planned and designed to be a part of the new park. It will not impede permitted development on surrounding properties.
- (e) *The use shall, in all other respects, conform to the applicable regulations of the district in which it is located.* This condition is met, as cited in Finding 2, above.

NOW, THEREFORE, BE IT RESOLVED, by the Saint Paul Planning Commission, under the authority of the City's Legislative Code, that the application of Frogtown Farm Inc. for a conditional use permit for a five acre agriculture use at 946 Minnehaha Avenue W is hereby approved subject to the following condition:

1. Final site plans shall be revised to include any storage structures and any other modifications recommended by the applicant's farm management plan and approved as part of site plan review.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "**Lease**") is entered into this 16 day of SEPTEMBER, 2015, 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 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. The City, in consideration of the payment of rent and the covenants and agreements herein contained, leases to Frogtown the Leased Premises.

2. Term of Lease.

a) Initial Term. The term of this Lease shall begin on the date on which the City tenders possession of the Leased Premises to Frogtown, with all City Improvements (as defined herein) substantially completed (the "**Commencement Date**"), and continue for an Initial Term ending on the December 31st following the eighth anniversary of the Commencement Date (the "**Initial Term**"). The parties will mutually document the actual Commencement Date through written correspondence.

b) Renewal Terms. Parties may mutually agree to renew this Lease for two (2) successive seven (7) year terms. Frogtown must make a written request for the renewal by no later than September 30th of the last year of the Initial or first Renewal Term. The City may refuse to agree to an extension if: 1) there have been repeated violations of the terms of the Lease which affected the City's operation of the adjacent parkland; 2) the City Council has determined that the operation of an urban farm is no longer the best use of the property; or 3) the parties are unable to reach agreement on the reasonable amount of rent in the renewal term prior to the expiration of the Initial or first Renewal

Term. 4) Frogtown Farms has not satisfied the Performance Measures referred to in item 22.0 and Exhibit E.

c) Amortization of building costs. If the City does not renew this Lease and the basis for renewal is not (i) default on the part of Frogtown or (ii) an unreasonable failure by either party to reach agreement on the amount of rent for either the first or second renewal term (it being understood that the Rent paid hereunder shall be a reasonable amount), City agrees that it will pay to Frogtown, within thirty (30) days following the end of the Lease Term, the value of the remaining useful life of any building constructed by Frogtown on the Leased Premises (the "***Amortized Value***", as calculated below) which the City has determined at the time of construction would be a benefit to the City. In no event will the City be required to reimburse Frogtown if the failure to renew is due to Frogtown's own actions, nor will the City be required to reimburse under this section to the extent City money was used in the construction, of the building. As used herein "***Amortized Value***" is equal to product of (A) the construction cost of any and all buildings on the Leased Premises (as defined below) which (i) at the time of such construction the City approved and stated that such Capital Improvements has a benefit to the City; and (ii) is constructed by or for the Tenant, TIMES (B) a fraction, the numerator of which is the remaining useful life of each of the buildings (taken separately), and the denominator of which is equal to the actual life of at the completion of the construction as determined by the application of generally accepted accounting principles.

3. Use of Premises. 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. 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. 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.

4. Rent. Frogtown will pay rent during the Term of this Lease as stated below (the "***Rent***"). The parties hereto agree that the Rent shall be payable annually, and shall be paid on February 15th of each year, based on the Gross Earned Income (as defined below) for Frogtown's operation on the Leased Premises for the prior calendar year.

Due Date:	Covering income for the period:	Amount Due:
The first February 15 th during the Term	The Commencement Date through December 31 of the year in which the Commencement Date occurs	\$0.00
The second February 15th during the Term	The first full calendar year during the Term	\$0.00

The third February 15 th and each February 15 th thereafter during Years 2 through 5 of the Term.	The immediately preceding calendar year.	8% of Gross Earned Income for Frogtown arising from its operations on the Leased Premises.
The sixth and seventh February 15 th of the Term.	The immediately preceding calendar year.	10% of Gross Earned Income for Frogtown arising from its operations on the Leased Premises.

"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. Rent shall be made payable and sent to:

Department of Parks and Recreation,
25 W. 4th St., Rm 400
Saint Paul, MN 55102

5. **City Improvements.** Prior to the Commencement Date, the City shall complete the improvements (the **"City Improvements"**), at City expense, in accordance with the plans and specifications set forth in **Exhibit C** attached hereto. Within thirty (30) days following the Commencement Date of this Lease, Frogtown shall inspect the Leased Premises to determine the Leased Premises are in the condition required by this Lease. The City represents and warrants to Frogtown that, as of the Commencement Date, the City Improvements will be substantially completed and in good working order and condition, and that the City has received no recommendations or information that any portion of the City Improvements will require replacement or capital improvements in the next thirty six (36) months. The City estimates that the City Improvements will be completed and delivery of the Leased Premises to Frogtown will occur on the earlier of (i) twenty one (21) days following written notice given by the City to Frogtown, or (ii) October 1, 2015. At this time, the City anticipates delivery of the Leased Premises to be on or about July 31, 2015. If it is determined that construction work for both City and Tenant improvements can occur simultaneously, the parties may amend the Commencement Date by amendment to this Lease.

6. **Tenant Improvements.** Frogtown will be responsible for all Tenant Improvements as set forth in **Exhibit D** attached hereto (the **"Tenant Improvements"**). Frogtown agrees that any material change to the Tenant Improvements shall be approved by the City, which approval shall not be unreasonably withheld, delayed or conditioned. Frogtown will request City approval for any such change, which request will include an accurate description and plans. All Tenant Improvements shall be done at Frogtown's own expense. In the event that the City desires to oversee any of the Tenant Improvements, such oversight shall be at the City's sole cost and expense and shall not interfere with Frogtown's work on the Improvements. All Tenant Improvements which constitute fixture to real property, but excluding all personalty and trade fixtures, shall be a part of the Leased Premises until the end of the Term and shall become the property of the City. All Tenant Improvements shall be completed in conformance with applicable building codes, and all Frogtown contractors will be licensed, bonded and insured as required by law. Any damage to City improvements made during the course of the tenant's improvements shall be the responsibility of the tenant. The parties acknowledge that the

Tenant may construct one or more buildings on the Leased Premises during the Term, which shall require City's consent, which consent shall not be unreasonably withheld, delayed or conditioned. In the event that Tenant desires to construct one or more buildings, Tenant shall provide to the City complete plans and specifications for such construction, and the City agrees to approve (or provide specific reasons for any disapproval) within fifteen (15) days following delivery of such plans and specification to the City. In the event of a disapproval, the City agrees to work with Tenant to revise such plans and specifications until an acceptable agreement is reached by the parties for such construction, which agreement shall include (i) a statement that such building(s) has a benefit to the City (or not); and (ii) the useful life of the building(s) (each taken separately). The Tenant has the right to install such fences on the Leased Premises as it deems suitable and necessary for its operation provided only that they meet all city ordinance requirements.

7. **Condition of Leased Premises.** The City warrants to Frogtown that, as of the Commencement Date, the Leased Premises are in compliance with applicable laws, ordinances, regulations, rules, and other governmental requirements in effect with respect to the Leased Premises. The City leases the premises to Frogtown "as is" and does not warrant that the soil is adequate other than for passive park use.

8. **Environmental Issues.** Frogtown agrees as follows:

(a) 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.

(b) 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 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.

(c) 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.

9. **Taxes.** Parties agree that Frogtown shall be responsible for 39% of any special assessments as a pro-rated share of the entire parcel. City shall be responsible for the remaining 61%. In the event the activities of Frogtown alter the tax-exempt status of the property, Frogtown will be responsible for payment of any such taxes.

10. **Right of Entry.** At all times during the term of this Lease, City shall have the right, by itself, its agents and employees, to enter into and upon the Leased Premises during reasonable business hours with reasonably advance notice or, in the event of an emergency, at any time for any legitimate purpose.

11. **Insurance.** Frogtown shall acquire during the term of this lease the following coverage. Frogtown may, but shall not be required to, obtain property insurance for its personal property or trade fixtures.

(a) Commercial General Liability Insurance, including blanket contractual 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, \$3,000,000 aggregate. Such insurance shall: (a) name the City of Saint Paul as additional insured; (b) be primary with respect to City's insurance or self-insurance; (c) not exclude explosion, collapse and underground property damage; (d) be written on an "Occurrence Form" policy basis; and (e) not contain an "aggregate" policy limit unless specifically approved in writing by City.

(b) Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit and \$2,000,000 aggregate, covering hired, non-owned and owned automobiles.

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

Frogtown shall supply to the City current insurance certificates for policies required, which certificates shall certify whether or not the agent has errors and omissions insurance coverage. Nothing in this contract shall constitute a waiver by City of any statutory limits or exceptions on liability. Frogtown shall place the insurance with responsible insurance companies authorized and licensed to do business in the State of Minnesota and reasonably approved by City, and shall deliver copies of the policies to City upon execution of this Lease.

12. **Waiver of Subrogation.** The City and Frogtown hereby release each other from any and all liability or responsibility to the other (or to anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary insurance contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the party or anyone for whom such party may be responsible; provided, however, that this release shall apply only to actual insured losses and loss or damage

occurring during such time as the releasing party's insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair or prejudice the right of the releasing party to recover thereunder. The City and Frogtown each agree that their insurance policies will include such a clause or endorsement so long as such clause is commercially available and, if not available, shall so advise the other in writing and such notice shall then release both parties from the obligation to obtain such a clause or endorsement.

13. Signs. Frogtown's Approved Use shall be identified on the City signage fronting Minnehaha Avenue and Victoria and Milton Streets. In addition, Frogtown may install, in its sole discretion, educational and identifying signage throughout the Leased Premises, in its sole discretion.

14. Condemnation. Eminent domain proceedings resulting in condemnation of only a part of the Leased Premises (while leaving a part of the Leased Premises usable by Frogtown for the purpose of its Business) will not terminate this Lease; provided, however, that if more than 25% of the Leased Premises are condemned, then Frogtown may terminate this Lease by giving written notice of termination to the City within thirty (30) days of the notice of such condemnation. If the option to terminate this Lease is not exercised then a condemnation will operate to terminate this Lease as to the portion of the Leased Premises condemned. The City shall, at its expense, make reasonable efforts to restore the remaining portion of the Park Property and the Leased Premises to the extent necessary to render the Leased Premises reasonably suitable for the purposes of this Lease.

15. Delayed Performance. In the event that Frogtown shall be delayed or hindered in the performance of any act required hereunder by reason of force majeure events, such as strikes, blackouts, labor disputes, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature beyond the control of either party, then performance of any such act shall be excused for the period of the unavoidable delay and the period for the performance of any such act shall be extended for an equivalent period.

16. Notices. The City's representative for this agreement will be Tom Russell, Parks and Recreation's Manager of Finance and Planning or his/her designee. Frogtown's representative for the purposes of this agreement will be Frogtown Farm Executive Director or Chair of Board until Executive Director appointed. 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 City or Frogtown, or when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to FROGTOWN at the address stated on Page 1 and to the City at Department of Parks and Recreation, 25 W. 4th St., Room 400, Saint Paul, Minnesota, 55102. The address to which the notice shall be mailed may be changed by written notice given by either party to the other. Nothing herein shall preclude the giving of such address change notice by personal service.

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. Maintenance and Repairs.

(a) City's Responsibilities. Following completion of the City Improvements, and throughout the Term, the City shall be responsible for the continuing maintenance and repair of the City Improvements and the Common Improvements (as defined below), including all emergency repairs. Correction of all defects or maintenance required on the City Improvements, regardless of whether they benefit only the Leased Premises (e.g., the irrigation system) during the first three years following the Commencement Date shall be completed by the City. For the entire Term, the City will be responsible for maintenance of those improvements which benefit both the Leased Premises and the remainder of the Park Property. "**Common Improvements**" as referred to herein, means all improvements which are shared by the Park Property and the Leased Premises or which are part of the City Improvements, including without limitation, the trails and access or other roads, lighting, walking paths, whether or not paved, play equipment, and park amenities such as benches, tables, bike racks, and trash receptacles. Notwithstanding the foregoing, Frogtown shall be responsible for reimbursing the City for any repairs to City and Common improvements to the extent they are caused by Frogtown's (or their agent's, employee's or invitee's) activities on the Park Property. In the event that Rent paid by Frogtown exceeds the amount paid by the City in operating costs over the life of the contract, the City may consider requests from Frogtown for additional investment in the Leased Premises or Park Property, but is not obligated to agree to such requests.

(b) Frogtown's Responsibilities. Except as set forth above, Frogtown shall, at its own cost and expense, be responsible for all repairs, maintenance and upkeep of the Leased Premises, including but not limited to emergency repairs; routine maintenance and repair to keep the Leased Premises and Tenant Improvements in good repair, safe and in compliance with applicable fire, health, building and other life-safety codes, normal wear and tear and casualty loss excepted. In the event that Frogtown fails to maintain the Leased Premises, the City may notify Frogtown of its intention to perform the repairs or maintenance and charge the costs back to Frogtown. For any non-safety related repairs, the City must give Frogtown thirty (30) days to make the repair. If the item is a safety hazard and Frogtown fails to promptly make the required repairs, the City may make the repairs within such time as it deems necessary to protect the public from harm. City is responsible for any damages caused to the Leased Premises by the City, its agents, employees or invitees.

19. Events of Default; Termination.

a) City Default. The failure of the City to comply with its obligations under the terms of this Lease within thirty (30) days following the receipt of written notice from Frogtown of the exact nature of the default to cure, will constitute a breach of this Lease.

b) Frogtown Default. The occurrence of the following should constitute a default by the Frogtown under this Lease and Frogtown shall have thirty days following the receipt of written notice from the City of the exact nature of the default to cure, or will be in breach of this lease:

1. Failure to maintain non-profit status.
2. Failure to raise 100% of the first year's anticipated expenses by December, 2015

3. Failure to comply with any obligations of Frogtown under the terms of this Lease.
4. Failure to satisfy the Performance Measures referred to in item 22.0 and in Exhibit E, as determined by Tenant's board of directors.

c) Termination. In the event of breach of this agreement, the non-breaching party may, in addition to other rights and remedies available to it in law or in equity, terminate this agreement by giving written notice of default to the other party, provided, however, that the party receiving the notice shall have thirty (30) days in which to cure such default, or if such default is not capable of cure within said 30 days, such time as is reasonably needed to cure such default so long as the cure is commenced within the 30 day period and the party is diligently pursuing the cure, in which case this agreement shall not be terminated. Any notice of default and include a statement of the basis for believing the other party to be in default and the steps needed to cure such default.

d) Mediation. Before exercising any termination options above, parties agree to attempt to engage in cooperative attempts to resolve the dispute, in accordance with the process listed below:

1. The aggrieved party will summarize the issue or issues in dispute in written form, and the project managers or designees from each side will meet promptly to discuss and attempt to resolve the disagreement.
2. If agreement cannot be reached the Parks Director and FTF Executive Director or their designees will promptly meet and attempt to resolve the dispute.
3. If parties cannot agree to resolve the dispute, each side agrees to submit to one mediation session of no more than four hours in length. Parties shall mutually agree to a neutral third party to mediate the session, and expenses will be shared equally by the parties.
4. If either party reasonably believes that the first two steps will not result in a resolution of the dispute parties may elect to go immediately to a third party mediator.

e) Surrender. At the termination of this Lease, the Leased Premises shall be surrendered as set forth in Section 23 hereof.

20. Record Keeping. Frogtown must keep and submit records pertaining to the Leased Premises operations such as: 1) annual reports on the farm including information on the number of classes and workshops provided and gross annual revenue and expenses, 2) accident and incident reports (which should be submitted within a reasonable time following the accident or incident); 3) books and records relating to the income and expenses of the Leased Premises. All business records shall be kept in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

21. **Publicity.** Frogtown will provide to City copies of all flyers and programs published for the purpose of publicizing an event or program, that are sent to the community at time of distribution.
22. **Reviews.** The City and Frogtown shall meet to review Frogtown's programs and services at a minimum of once per year. Parties will develop Performance Measures to be used to evaluate the performance of Frogtown.
23. **Surrender of Premises.** Frogtown, at the expiration of the Term, or any sooner termination of this Lease, shall quit peacefully and surrender possession of said property and its Tenant Improvements (excluding trade fixtures and personalty) to City in its then-as is, where is condition, subject to ordinary wear and tear and casualty loss.
24. **Indemnity.** Frogtown agrees to defend and indemnify the City and any agents, officers and employees thereof from all claims, demands, actions or causes of action of whatsoever nature or character, to the extent such matters arise out of Frogtown's operations on the Leased Premises, and further except to the extent such claims arise out of the failure by City to maintain Improvements in accordance with Paragraph 18. Except as otherwise set forth herein, it is fully understood and agreed that Frogtown is aware of the conditions of the Leased Premises and leases the same "as is."
25. **Holdover.** Any holdover after the expiration of the Term shall be allowed only after receiving the written consent of City. Said tenancy shall be deemed to be a tenancy only from month-to-month. All other terms and conditions of this Lease shall be applicable.
26. **Severability.** If any paragraph or provision of this Lease shall be in violation or contravention of any law, ordinance, or administrative regulation, the provision shall be null and void and this Lease shall be construed as though such provision was never included in this Lease
27. **Time of the Essence.** Time is of the essence of each and every provision of this Lease.
28. **Quiet Enjoyment.** If and so long as Frogtown pays the Rent and other amounts due under this Lease and performs and observes all of the covenants and provisions hereof Frogtown shall quietly enjoy the Leased Premises, subject, however, to the terms of this Lease.
29. **Attorneys' Fees.** In any action brought to enforce the terms of this Lease, the substantially prevailing party shall be entitled to recover the costs of enforcement, including reasonable attorneys' fees, from the substantially non-prevailing party.
30. **Recording.** The City will cooperate with Frogtown to execute a recordable Memorandum of Lease if Frogtown desires to confirm the existence of this Lease by recording with the Ramsey County Recorder or Registrar or Titles.
31. **Compliance with Laws.** The property described herein may be used for only the Approved Use. Except as otherwise set forth herein, it is the sole and exclusive responsibility of Frogtown to comply with all laws, rules, regulations or ordinances relating to the Leased Premises imposed by any

jurisdiction affecting the use of the Leased Premises. Inability or failure by Frogtown to comply with any of said laws, rules, regulations or ordinances will not relieve it of the obligation to pay the rent required herein.

32. Non-Discrimination. Frogtown for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that

a) no person, on the ground of race, sex, color, creed, religion, age, disability, marital status, familial status, status with respect to public assistance, national origin, sexual or affectional orientation or ancestry shall be excluded from participating in, be denied the benefits of or be otherwise subjected to discrimination in the use of the Leased Premises;

b) in connection with the construction of any improvements on the Leased Premises and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors;

c) Frogtown shall use the premises in compliance with all other requirements imposed pursuant to the Saint Paul Legislative Code Chapter 183.

33. Liens. Frogtown shall not permit mechanic's liens or other liens to be filed or established or to remain against the Leased Premises for labor, materials or services furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements made to the Leased Premises, or for any other reason; provided that if Frogtown notifies City of its intention to do so it may deposit in escrow with City a sum of money or a bond or irrevocable letter of credit acceptable to City equal to the amount of the claim of lien, Frogtown may in good faith contest any such claims or mechanic's or other liens filed or established and in such event may permit the items contested to remain undischarged and unsatisfied during the period of such contest. If, in the opinion of City, the nonpayment of any such items subjects the Leased Premises to any loss or forfeiture, City may require Frogtown to use the escrow account to promptly pay all such unpaid items.


34. Amended. Anything herein contained to the contrary notwithstanding, this Lease may be terminated, and the provisions of this Lease may be, in writing, amended by mutual consent of the parties hereto.

35. Interpretation of Agreement, Venue. This Lease Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.


SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in this Lease first above-written.

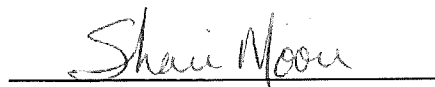
City of Saint Paul



Director of Parks & Recreation

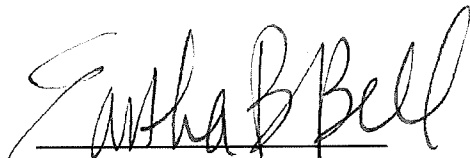


Director of Finance

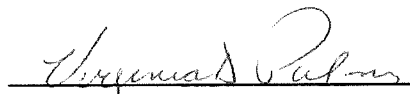


City Clerk

Frogtown Gardens


By: _____
Its: Executive Director

Approved as to form:



Assistant City Attorney

EXHIBIT A

PARK PROPERTY LEGAL DESCRIPTION

EXHIBIT B

SKETCH OF FROGTOWN GARDENS LEASED PREMISES

EXHIBIT C

CITY IMPROVEMENTS

- A. Entrance road and parking lot
- B. Perimeter fencing
- C. Utility infrastructure
- D. Stormwater infrastructure
- E. Lighting
- F. Irrigation
- G. Basic park amenities (benches, picnic tables, trails, trash receptacles)

ATTACH PLANS AND SPECIFICATIONS, detail which need to be done before we take possession. The plans should include where utilities are being brought, exactly where the irrigation will be, any grading, soil corrections or leveling. Are we sure that the property is clean?

EXHIBIT D

TENANT IMPROVEMENTS

- A. Soil development and preparation
- B. Preparation and delineation of farm plots
- C. Planting and maintenance of orchard
- D. Construction or purchase ancillary farm building(s)

ATTACH PLANS AND SPECIFICATIONS, detail which need to be done and when it is to be accomplished. Discuss all improvements which will not "produce" for a number of years.

EXHIBIT E

PERFORMANCE MEASURES

A. Facility

- 1. Frogtown shall have improved upon the soil and land in order to facilitate farm production.
- 2. Frogtown shall be operating in a manner that allows for public participation and enjoyment
- 3. Frogtown shall be in compliance under its development agreement with the City.

B. Organization

1. Frogtown shall be in compliance with:
 - i. The Lease schedule
 - ii. The Lease payments
 - iii. All laws and regulations
2. Frogtown shall be involved in and continuing community outreach and programming.

C. Relationships

1. Frogtown shall be actively addressing and resolving any verifiable complaints received by the City.
2. Frogtown shall be serving a diverse group (in terms of race/ethnicity, age, income, language spoken) of Frogtown & St. Paul residents.
3. Frogtown shall have partnered with other individuals, organizations and businesses working toward similar goals in Frogtown.
4. Frogtown shall be continuing to update the public on available programs and events through online and in-person platforms.

Frogtown Farm Lease

Exhibit A: Legal Description

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

PARCEL 1:

Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ 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 ($E\frac{1}{2}$ of $NW\frac{1}{4}$ of $NE\frac{1}{4}$ of $NW\frac{1}{4}$) and the West Half of the Northeast Quarter of the northeast Quarter of the Northwest Quarter ($W\frac{1}{2}$ of $NE\frac{1}{4}$ of $NE\frac{1}{4}$ of $NW\frac{1}{4}$), Section 35, Township 29 North, 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

FROGTOWN NEIGHBORHOOD

946 Minnehaha Avenue West
St. Paul, Minnesota 55104

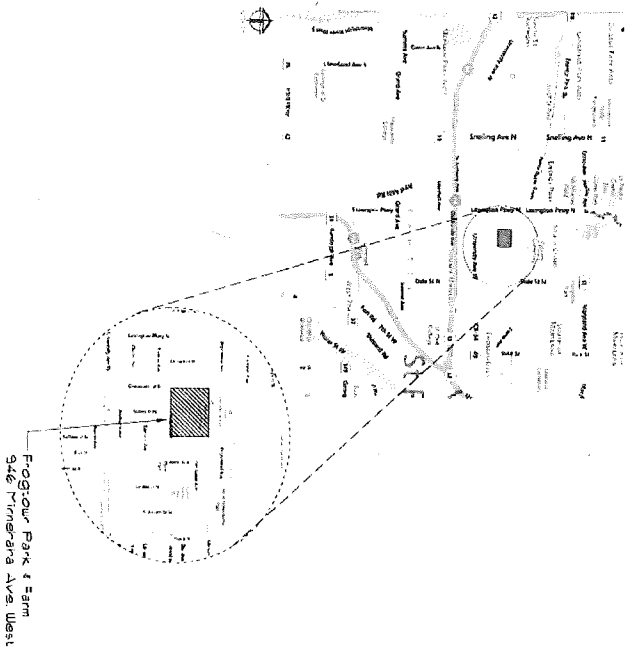
Project Manager/Landscape Architect
Kathleen Anglo, RLA
651-266-6368
kathleen.anglo@ci.stpaul.mn.us

Project Owner
Department of Parks and Recreation
400 City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102

Engineer
Christopher Harrington, PE
HR Green, Inc.
charrington@hrgreen.com

Electrical Engineer
Bob Thayer, PE
HR Green, Inc.
bthayer@hrgreen.com

Structural Engineer
Dennis Neumann, PE
HR Green, Inc.
dneumann@hrgreen.com



SHEET INDEX

C1	Cover Sheet
C101	Civil Site Plan
C102	Erosion Control Plan
C103	Civil Site Plan Enlargement
C501	Civil Details
E001	Electrical Legend
E002	One-Line Diagram
E100	Electrical Site Plan
E101	Electrical Enclosure Plan & Elevation
E501	Details
E502	Details
E601	Schedules
L101	Demolition Plan
L102	Grading Plan
L103	Layout Plan
L104	Planting Plan
L501	Details
L502	Details
L501	Details

GENERAL NOTES

- [illegible]

and one week notice is not provided, responsibility of the Contractor.

SAFE WORK SITE REQUIREMENTS: The Contractor shall provide a continuous, accessible and safe pedestrian walkway that meets ASA and MN MUTCD standards if working in a sidewalk area, and traffic control per MN MUTCD requirements for work in the public right of way.

CITY OF ST PAUL PERMIT REQUIREMENTS

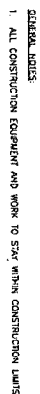
ORDERING OBSTRUCTION AND EXCAVATION PERMITS:
Contract Public Works Right of Way Service Desk at (651) 266-6151. It is strongly recommended that contractors call for cost estimated prior to bidding to obtain accurate cost estimates.

construction (including fill fence over curbs)

EXCAVATION PERMITS. All digging in the public right of way requires an Excavation Permit. If the proposed building is close to the right of way, and excavating into the right of way is needed to facilitate construction, contact the utility inspector.

FAILURE TO SECURE PERMITS. Failure to secure Obstruction Permits or Excavation Permits will result in a double permit fee and other fees required under City of St. Paul Regulations Codes.

contractors working in the public right of way must be registered, insured and bonded as recognized by the Public Works Service Desk. (651-266-6151)



POINT TABLE			
POINT #	NORTHING	EASTING	DESCRIPTION
17	162,698.99	556,290.99	A-2
18	162,967.19	563,150.52	A-2
19	162,966.82	563,093.29	B-1
20	162,671.81	563,095.32	B-2
25	162,448.91	563,111.68	B-1
26	162,514.87	563,133.44	B-2
27	162,564.64	563,372.79	B-3
28	162,622.41	565,054.72	B-4
29	162,787.34	563,715.61	B-5

1. REVIEW TO TERRACON GEOTECHNICAL REPORT DATED 4/15/2014

3 ADDITIONAL SOIL BORING LOCATIONS

SCALE:

POINT TABLE				
POINT #	NORTHING	EASTING	DESCRIPTION	GRADE
21	16298.17	565317.62	ELEC ENCL PAD	0.00
22	16290.37	565315.16	ELEC ENCL PAD	0.00
23	16294.01	565319.89	ELEC ENCL PAD	0.00
24	16290.85	565322.35	ELEC ENCL PAD	0.00

4 OUTDOOR ELECTRICAL ENCLOSURE PAD
SCALE

ISSUED FOR BIDDING

CIVIL

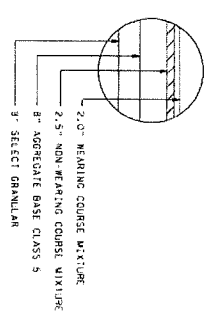
SHEET NO.

C101

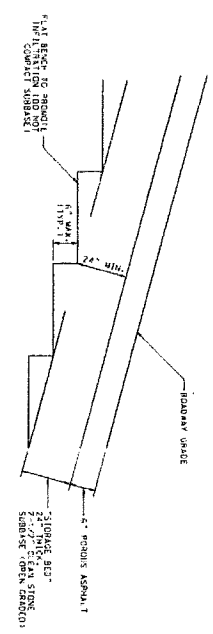
SITE PLAN

- LEADS
- SLIT FENCE
- EC BLANKET CATEGORY 3
- EC BLANKET CATEGORY 4
- EC BLANKET CATEGORY 5
- WALSH FENCE 1
- REPPAP
- DIRTY CURCH
- INLET PROTECTION
- GENERAL NOTES
- 1 SET ANCHOR SPECIFICATION 22.1 FOR INLET PROTECTION
- 2 SET INLET PROTECTION AT THE 385T
- 3 SET DOWN DRAINAGE FROM BROWARD
- ALTIMETER
- 1 ALONG DRAINAGE AND ROAD, PLACE 6" DIA. CONCRETE ANCHOR BOLT AND USE TYPE OF ANCHOR TO BE TYPICAL
- END

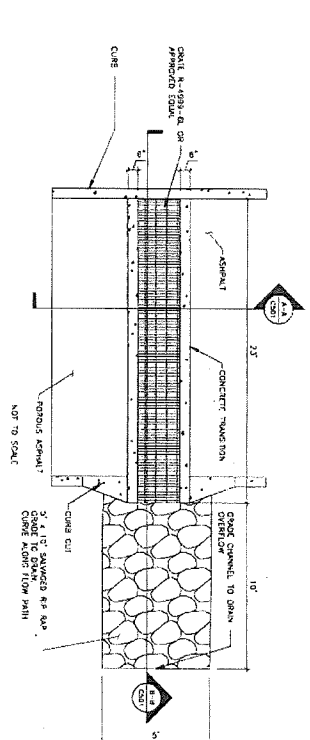
DESIGN BY: JLV APPROVED: CH C&S DATE: 6/29/2017 C&S TIME: 11:48 AM	A&S DATE: 2014 A&S NUMBER: 20140524 A&S TIME: 11:48 AM	NO. DATE: 07/25/2017 BY: KENYON, GISSERSON	I HEREBY CERTIFY THAT I, JLV, STATE ENGINEER OF MINNESOTA, HAVE REVIEWED AND APPROVED THE PLANS FOR THE CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. I HAVE REVIEWED THE PLANS FOR THE CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. I HAVE REVIEWED THE PLANS FOR THE CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN.	HIRGreen HIRGreen.com 500 S. 10TH AVE. SUITE 200 MINNEAPOLIS, MN 55403 612.338.1111	MINNESOTA STATE ENGINEER JLV 10/1/2014	PROGRESS PARK AND FAIR SITE OF ST. PAUL PARKS & RECREATION ST. PAUL, MINNESOTA	CIVIL ENLARGED PLANS C1103
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1
TYPICAL PAVEMENT SECTION
(ROAD AND PARKING LOT)
SCALE: NTS

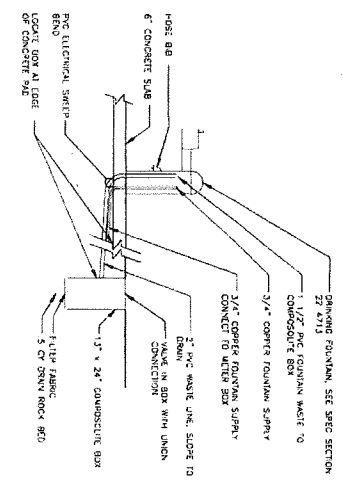


2
PERFOROUS PAVEMENT SUBGRADE / SUBBASE DETAIL
SCALE: NTS



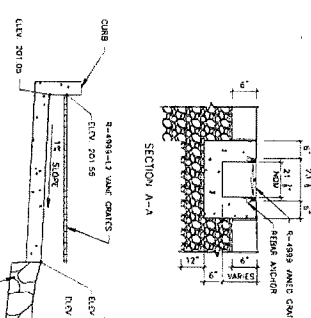
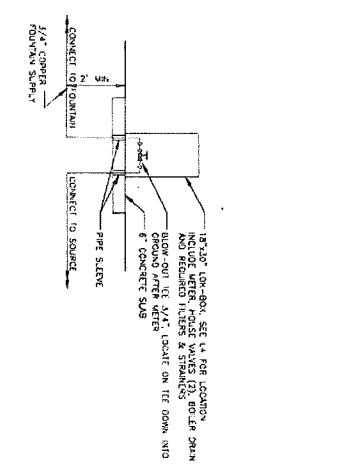
- CONSTRUCTION NOTES:**
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 2. DRAINAGE SHALL BE INSTALLED TO THE STREET OR TO THE EXISTING DRAINAGE SYSTEM.
 3. EXISTING DRAINAGE SHALL BE MAINTAINED AND NOT DISRUPTED.
 4. TRENCH DRAIN SHALL BE INSTALLED TO THE STREET OR TO THE EXISTING DRAINAGE SYSTEM.
 5. TRENCH DRAIN SHALL BE INSTALLED TO THE STREET OR TO THE EXISTING DRAINAGE SYSTEM.

4
TRENCH DRAIN DETAILS
SCALE: NTS

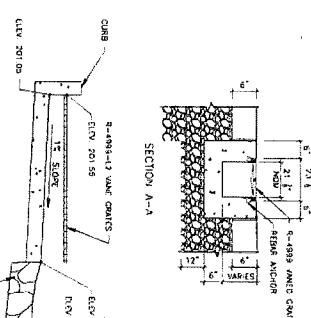


- NOTES:**
1. FOUNTAIN SHALL BE INSTALLED TO THE STREET OR TO THE EXISTING DRAINAGE SYSTEM.
 2. FOUNTAIN SHALL BE INSTALLED TO THE STREET OR TO THE EXISTING DRAINAGE SYSTEM.
 3. FOUNTAIN SHALL BE INSTALLED TO THE STREET OR TO THE EXISTING DRAINAGE SYSTEM.
 4. FOUNTAIN SHALL BE INSTALLED TO THE STREET OR TO THE EXISTING DRAINAGE SYSTEM.
 5. FOUNTAIN SHALL BE INSTALLED TO THE STREET OR TO THE EXISTING DRAINAGE SYSTEM.

3
DRINKING FOUNTAIN DETAILS
SCALE: NTS



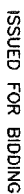
SECTION A-A



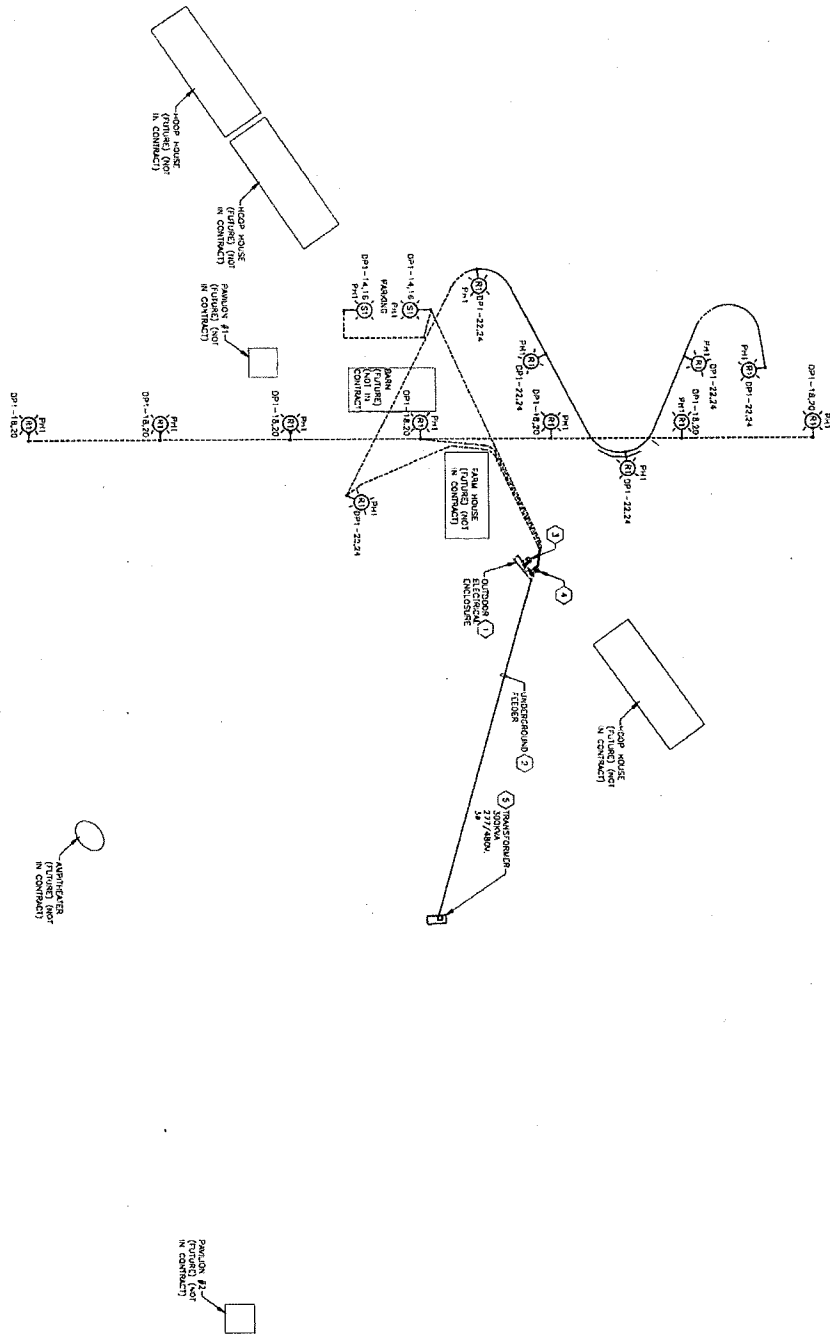
SECTION B-B

PROJECT NO.	2014	DATE	2014
PROJECT NAME	CITY OF ST. PAUL PARKS & RECREATION		
PROJECT LOCATION	CITY OF ST. PAUL, MINNESOTA		
PROJECT DESCRIPTION	CITY OF ST. PAUL PARKS & RECREATION		
PROJECT OWNER	CITY OF ST. PAUL, MINNESOTA		
PROJECT ARCHITECT	CITY OF ST. PAUL, MINNESOTA		
PROJECT ENGINEER	CITY OF ST. PAUL, MINNESOTA		
PROJECT CONTRACTOR	CITY OF ST. PAUL, MINNESOTA		
PROJECT SUBMITTER	CITY OF ST. PAUL, MINNESOTA		
PROJECT REVIEWER	CITY OF ST. PAUL, MINNESOTA		
PROJECT APPROVER	CITY OF ST. PAUL, MINNESOTA		
PROJECT SIGNED	CITY OF ST. PAUL, MINNESOTA		
PROJECT DATED	CITY OF ST. PAUL, MINNESOTA		
PROJECT NO.	C501		

ISSUED FOR BIDDING



MINNEHAWA AVE



VICTORIA STREET

- GENERAL NOTES:
1. ALL ELECTRICAL WORK ON THE DRAINING SHALL BE FOR 750V PNEUMOTIC DR. UNLESS NOTED OTHERWISE.
 2. SEE DRAWINGS E201 & E202 FOR PNEUMOTIC SCHEDULES.
 3. SEE DRAWING E202 FOR PNEUM. SCHEDULE.
 4. SEE DRAWING E201 FOR PNEUM. IDENTIFY DETAILS.
 5. PNEUMOTICS CONTROL ROUTED THROUGH LIFTING CONNECTOR P-11, FOR SEE LIFTING GENERAL.

MY NOTES: (X)

1. SET OUTDOOR ELECTRICAL ENCLOSURE PLAN ON ENG E01.
2. UNDERSTANDING FEEDER FROM UTILITY TRANSFORMER TO NEW OUTDOOR ELECTRICAL ENCLOSURE BY CONDUIT, SIZE OF CONDUCTORS AND CONDUIT PER DWG E02.
3. 120V PULL BOX (OUTDOOR)
4. 400V PULL BOX
5. UTILITY TO REPEACE EXISTING 200VVA, 13.8KV TO 120/208V TRANSFORMER WITH 200VVA, 13.8KV TO 277/480V TRANSFORMER.

1 ELECTRICAL SITE PLAN

SCALE: 1" = 40'



SCALE: 1"=40'

CLAIM BY:	DMF	JCB DATE:	2014
APPROVED:	RJL	JCB NUMBER:	20140034
CAS DATE:	6/5/2014	102022 AM	
CONTAINMENT/CONTAMINATION SITE: BARNARD			

[illegible]

SCHMIDTKE
DATE 03-04-2014 FILED AT J HANCOCK REC NO. 10272



HRGreen.com

FROGTOWN PARK AND FARM
CITY OF ST. PAUL PARKS & RECREATION
ST. PAUL, MINNESOTA

ELECTRICAL
ELECTRICAL SITE PLAN

E100

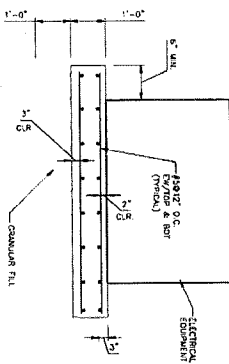
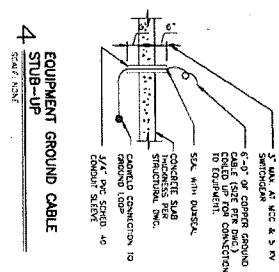
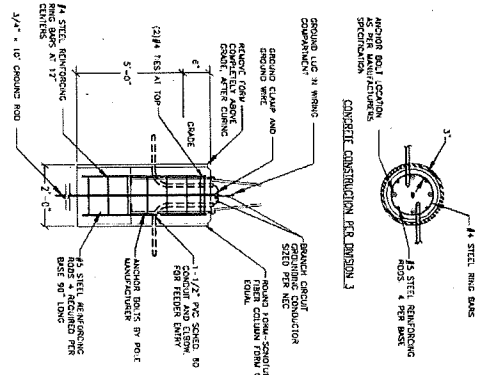
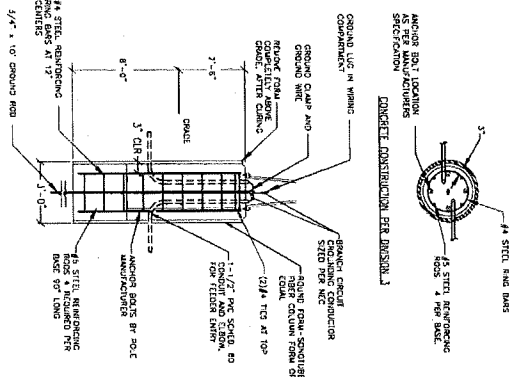
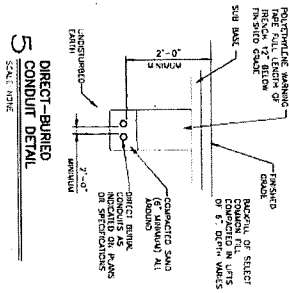
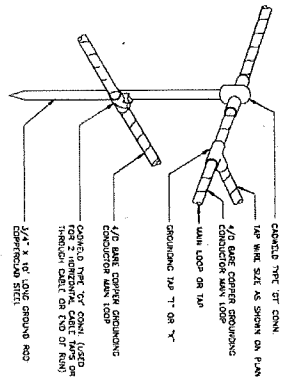
ISSUED FOR BIDDING

SMC 4.9
E101



- PROVIDING SPACE AS REQUIRED BY NATIONAL ELECTRICAL CODE, TABLE 110.75(A)(1).

ISSUED FOR BIDDING



DATE: 05/27/2014 10:31:16 AM
JOB NUMBER: 20140004
CITY OF ST. PAUL, MINNESOTA
ST. PAUL, MINNESOTA

NO. DATE BY REVISION DESCRIPTION OF CHG.

DATE: 05/27/2014 10:31:16 AM
JOB NUMBER: 20140004
CITY OF ST. PAUL, MINNESOTA
ST. PAUL, MINNESOTA

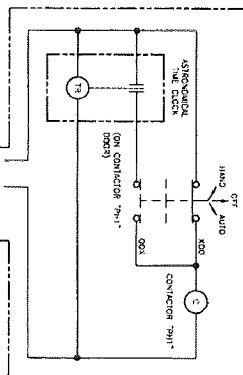
HRGreen.com

PROJECT NAME: CITY OF ST. PAUL PARKS & RECREATION

ELECTRICAL DETAILS

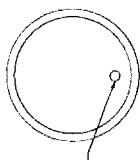
ISSUED FOR BIDDING
E501

ISSUED FOR BIDDING



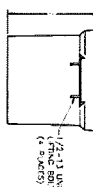
SCALE: NONE

1. PROVIDE LIGHTING CONNECTOR AS FOLLOWS: 17-POLE, 120 VOLT, 30 AMPERE, WITH 120 VOLT CONTROL POWER AND HAND-OFF-AUTOMATIC SWITCH. ASSEMBLY INCLUDES TIME CLOCK TO BE ELECTRONIC WITH 17-HOUR RE-ADJUSTABLE BATTERY OR CAPACITOR.



4. GROUNDING SYSTEM
TEST WELL DETAIL

Scale: none



2 TYPICAL HANDHOLE DETAIL
SCALE: NONE

SUMMARY

HAND HOLE SCHEDULE					
WATER DEFINITION TYPE	WOM (1)	LENGTH (2)	DEPTH (3)	DISSEMINATION	SOFT DRAINAGE
(A)	16"	48"	18'-24"	PULL BOX FOR 450V POWER	FLUORESC
(B)	24"	24"	18'-24"	PULL BOX FOR 450V POWER	ELECTRIC

NOTES:

- [illegible]

3 HANDHOLE SCHEDULE

856-1 105M

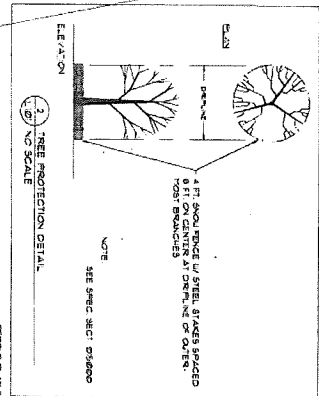
DP-1

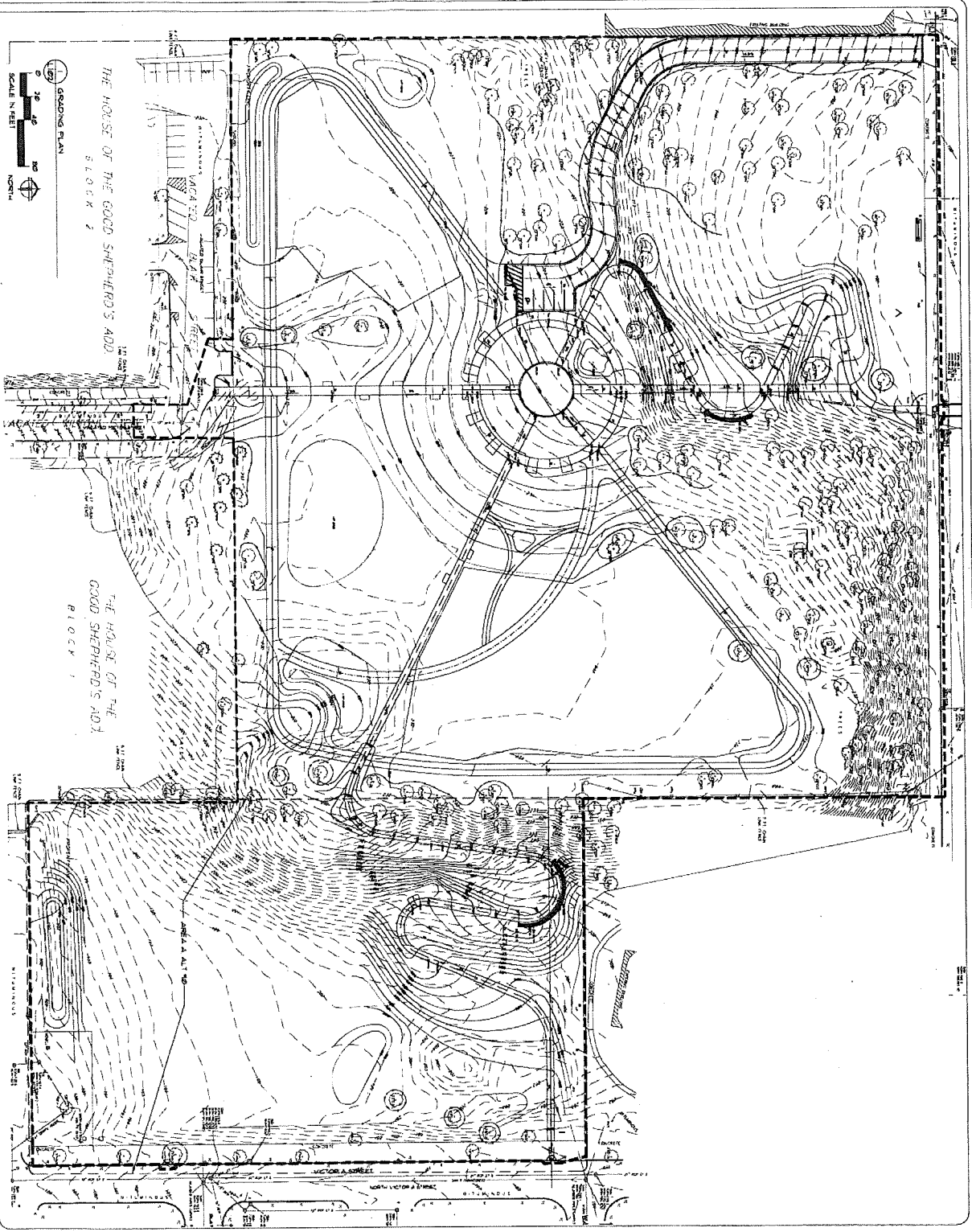
[illegible][illegible]

- REAGENT NOTES:**
1. *M. zeae* requires SMALL, (2) #12, (3) #12 EAND $3\% \text{ } \text{Na}_2\text{CO}_3$ C. UNLESS OTHERWISE NOTED.
 2. ROUTE: PHENOLIC ACID/ROMANOV, 12-POLE, 24-1046R, AND IODINE CHROMOPHORE FOR COUNTERING EXTRACTS.
 3. ROUTE (2) #10, (3) #10 CHO, $3\% \text{ } \text{C}$
 4. ROUTE (2) #6, (3) #10 CHO, $1-1/2\% \text{ } \text{C}$

ISSUED FOR BIDDING

E601

[illegible]

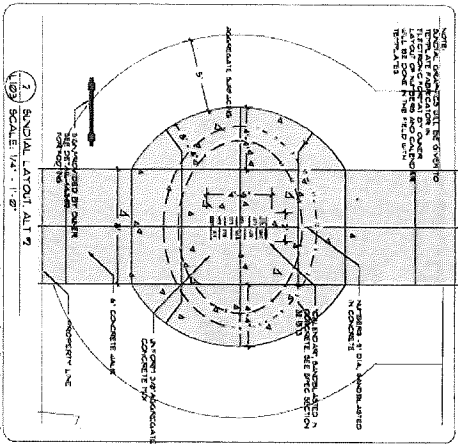
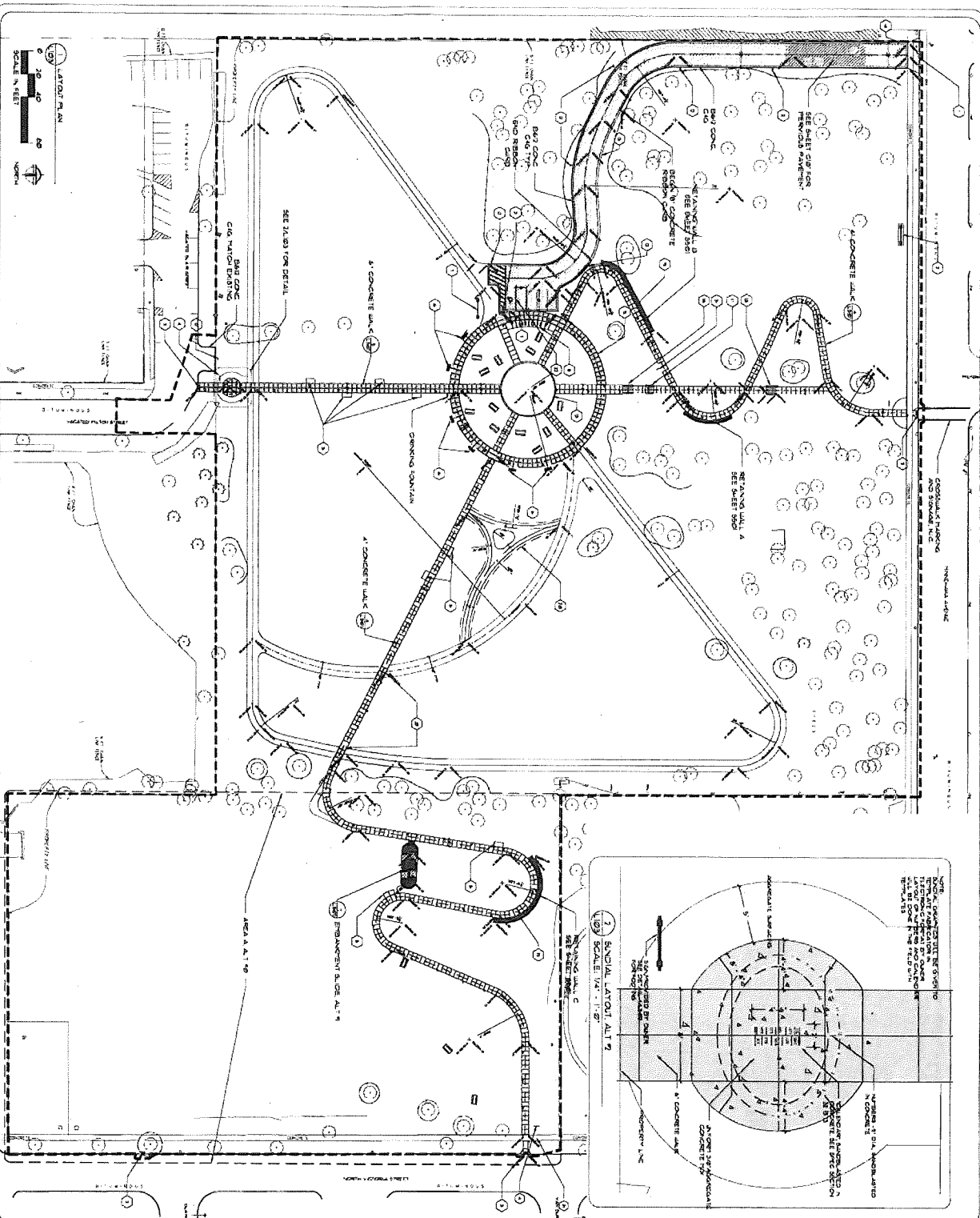


LEGEND

- CONSTRUCTION LIMIT
- WET PAVEMENT
- PAVING CONTOUR
- PROPOSED CONTOUR
- PROPOSED POND ELEVATION
- EXISTING SECONDARY TIE
- EXISTING CONCRETE TIE

NOTES

1. ALL EXISTING UNITS ARE TO BE REMOVED AND REPLACED WITH NEW CONCRETE. ALL EXISTING UNITS ARE TO BE REMOVED AND REPLACED WITH NEW CONCRETE. ALL EXISTING UNITS ARE TO BE REMOVED AND REPLACED WITH NEW CONCRETE.

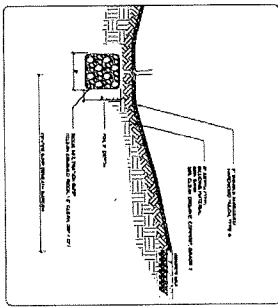
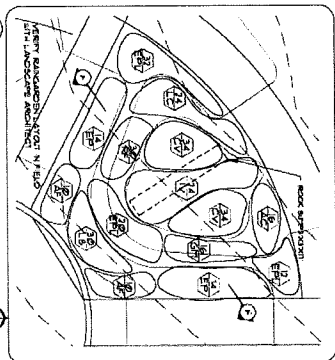
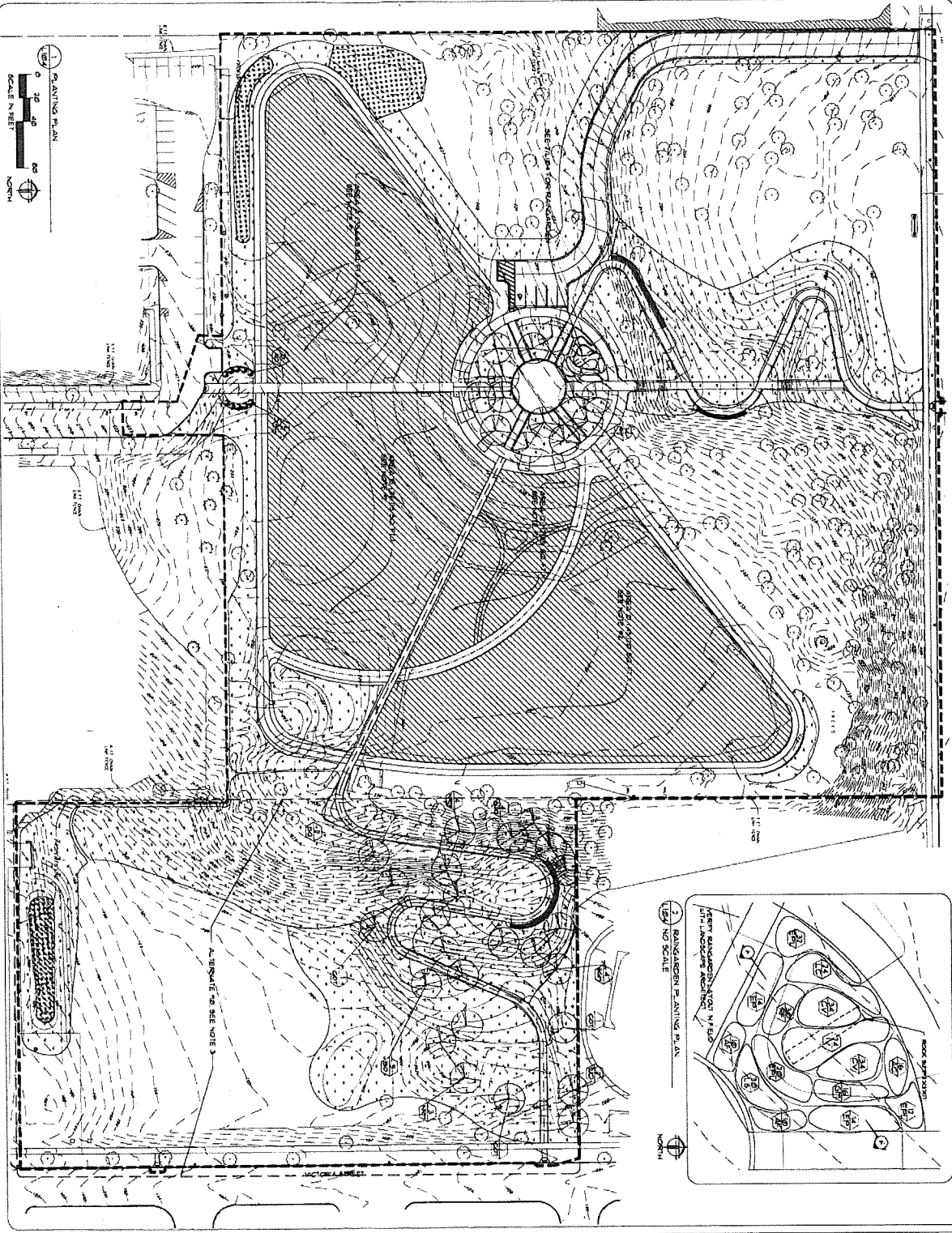


LEGEND

- EXISTING CONIFEROUS TREES
- EXISTING DECIDUOUS TREES
- SUNSHINE BENCH (6 units)
- PONC TABLE (5 TOTAL)
- BEE BUCK (5 TOTAL, PROVIDED BY OWNER)
- ASPHALT (13358 sq ft)
- PERVIOUS ASPHALT (1346 sq ft)
- CONCRETE WALL (1722 sq ft)
- CONCRETE WALL (1589 sq ft)
- ADJACENT SURFACE (7243 sq ft)
- ARTIFICIAL PLAY SURFACE (500 sq ft)

KEY NOTES:

1. CONCRETE ASPHALT PAVING STANDARDS, 1/4" AS 1/4" BOLD
2. SURFACE SOIL PROVIDED BY OWNER SEE DETAIL 1/4" FOR FOOTING FIELD VENT
3. DETAIL 1/4" FOR FOOTING FIELD VENT
4. LOCATION WITH 1/4"
5. CONCRETE PAD SEE DETAIL 3/4" BOLD
6. SUNSHINE BENCH SEE DETAIL 6/16"
7. PARKING LOT SOIL PROVIDED BY OWNER SEE DETAIL 1/4" FOR FOOTING
8. QUARRY PROVIDED BY OWNER SEE DETAIL 1/4" FOR FOOTING
9. TRENCH DRAIN SEE SPEC SECTION 255462
10. CONCRETE AT GRAVEL TAIL CROSSING
11. NO PARKING SIGN SEE DETAIL 6/16"
12. T-CONCRETE FLOORING SEE DETAIL 6/16"
13. NO BUSH SIGN SEE DETAIL 6/16"
14. RIBBON CURB SEE DETAIL 1/4" BOLD
15. CONCRETE SPAN A SEE DETAIL 1/4" BOLD
16. CONCRETE SPAN B SEE DETAIL 1/4" BOLD
17. CONCRETE SPAN C SEE DETAIL 1/4" BOLD
18. TRAIL RAILING SEE DETAIL 1/4" BOLD
19. TRAIL RAILING SEE DETAIL 1/4" BOLD
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PLANTING SCHEDULE

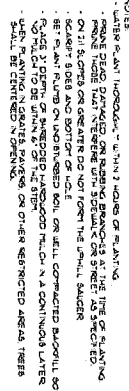
NO.	PLANT	QUANTITY	REMARKS
1
2
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LEGEND

- CONSTRUCTION LINES
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING DECIDUOUS TREE
- PROPOSED TREE
- PROPOSED SHrub
- PLANT QUANTITY AND SYMBOL
- ART PLANT
- LAND FIELD
- REMOVED TO BE DONE BY OTHERS

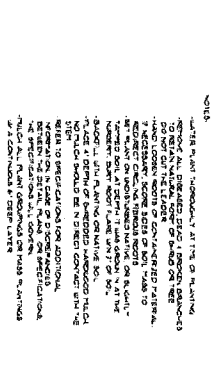
NOTE: ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS PLANTING SPECIFICATIONS. THE CITY OF MINNEAPOLIS PLANTING SPECIFICATIONS ARE AVAILABLE AT THE CITY ENGINEERING DEPARTMENT, 400 CITY HALL ANNEX, 25 WEST FOURTH STREET, ST. PAUL, MINNESOTA 55102.

1
L501 B4B DECIDUOUS TREE
NO SCALE

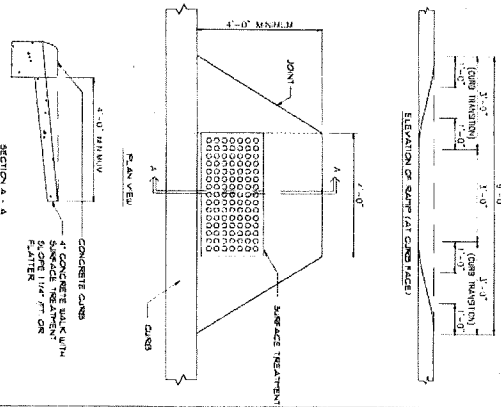


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1501

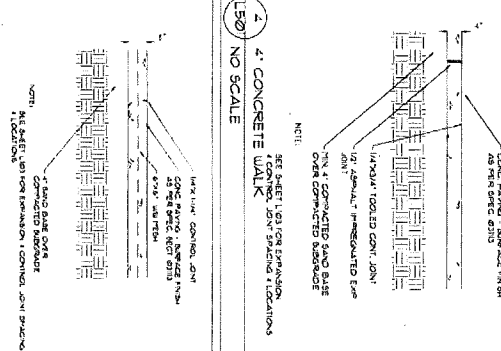
SHRUB PLANTING
NO SCALE



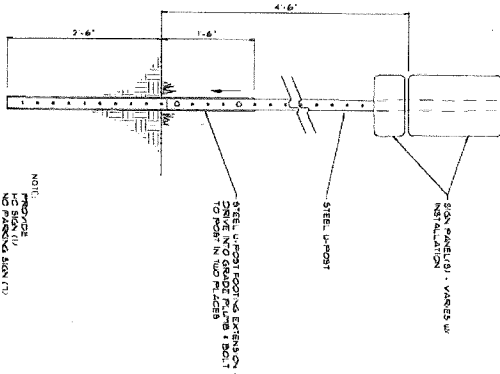
3 PEDESTRIAN CURB RAMP
1501 NO SCALE



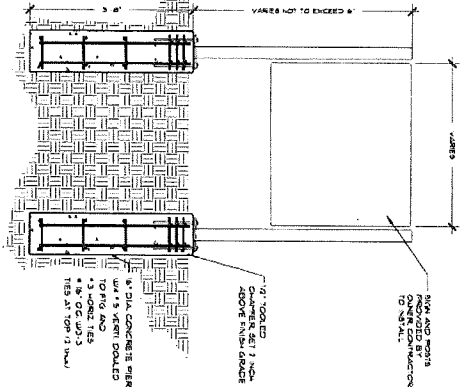
5' CONCRETE WALK
NO SCALE



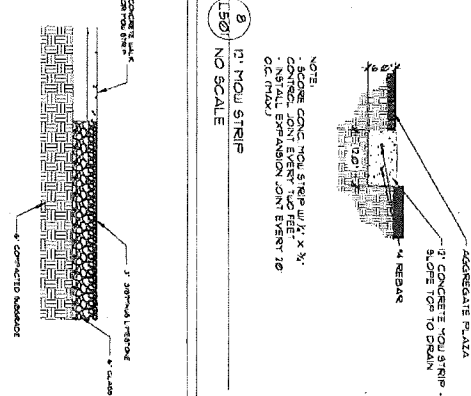
6 INFORMATIONAL SIGN
L501 NO SCALE



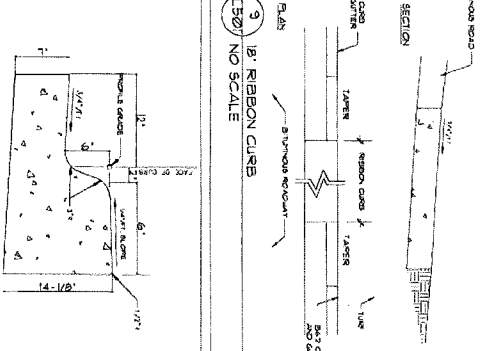
7
150 SIGN FOOTING
NO SCALE

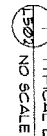
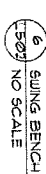
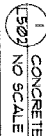


10 AGGREGATE TRAIL/PLAZA, TYP.
1501 NO SCALE

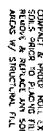


11
B612 CURB AND GUTTER
NO SCALE

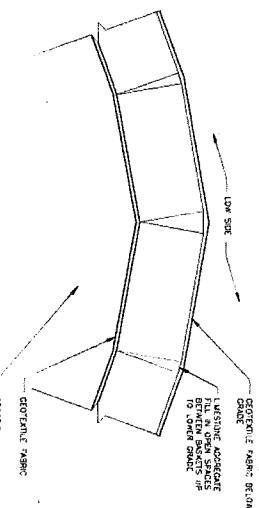




2. "H" = BASE OF WALL TO UPPER GRADE

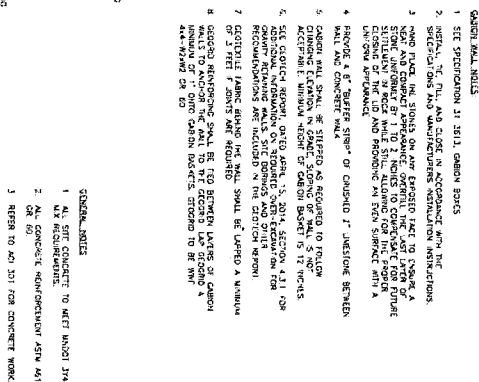


SCALE: $3/4" = 1'-0"$

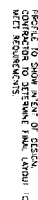


SCALE: 3/8" = 1'-0"

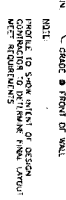
SCALE: 5/8" = 1'-0"



SCALES: NTS



SCN1C: MTS



SCALE: MIS



DESIGNED FOR BIDDING

[illegible]

Frogtown Farm Lease

Exhibit D: Tenant Improvements

A. Soil development and preparation

2015 - Summer

- Installation and spreading of 3362 cubic yards of custom blended soil
 - Soil specification
 - i. 24% Sand
 - ii. 24% Silt
 - iii. 12% Clay
 - iv. 25% Compost
 - v. 15% Peat
- Summer cover crop (approx 2 acres, fields 2 and 3) - installation and management

2015 - Fall

- Summer cover crop termination
- Winter cover crop (approx 2 acres, fields 2 and 3) - installation, management
- Organic certification process is formalized

2016 - Spring

- Winter cover crop termination (2 acres)
- Installation and spreading of 1321 yards of custom blended soil on field 1
- Grow cash crops on 2 acres that is prepared using organic crop rotation model

2016 - Summer

- Summer cover crop (approx 1 acre, field 1) - installation, management
- Grow cash crops (continued) including fruit trees and perennials continues on prepared 2 acres, using organic crop rotation model

2016 - Fall

- Summer cover crop termination (field 1)
- Winter cover crop (approx 3 acres) - installation, management

Typical Year (ongoing)

2017 (and typical) - Spring

- Winter cover crop termination

- Grow cash crops on 2 plus acres of site ($\frac{1}{4}$ rests per organic certification requirements), fallow land rotates with cash crops

2017 (and typical) - Summer

- All 3 acres planted in cash crops and cover crops

2017 (and typical) - Fall

- Summer cover crops on $\frac{1}{4}$ of site terminated
- Winter cover crop on all tillable acres planted
- Soil Testing will be done a minimum of twice a year in the spring and fall
- Compost and amendments will be added as needed to provide for good soil fertility based on soil test results

B. Preparation and delineation of farm plots

Frogtown Farm will maintain three large farm fields (referred to as field 1, field 2 and field 3) with a smaller section reserved for "demonstration gardens." Each field is approximately 1 acre.

Fields will be delineated by the gravel path system

The demonstration garden will contain walking paths dividing sections

A buffer zone averaging 4' wide will separate the gravel path from crops

The buffer zone and secondary path system will be either planted in clover and cut or covered in woodchips or similar material

C. Planting and maintenance of orchard

Frogtown Farm plans to plant approximately 100 fruit trees on leased it's leased premises. The tree variety is yet to be determined. Planting will likely occur in 2016-17. All fruit trees planted on the leased premises will be maintained and harvested by Frogtown Farm staff.

D. Construction or purchase of ancillary farm buildings

2015 - Fall - Installation of hoop house (approx size 30'x96')

2016 - Summer - Greenhouse installation - size TBD (in the range of 24' x 48')

Plans also include a vegetable washing facility, storage shed and community center.

E. Irrigation

Frogtown Farm will install plumbing and irrigation infrastructure in 2015, the plans are TBD.

city of saint paul
planning commission resolution
file number
date

WHEREAS, Holiday Companies, File # 15-155-228, has applied for a conditional use permit for an auto convenience market with a car wash under the provisions of §61.501 and §65.702 of the Saint Paul Legislative Code, on property located at 1770 Old Hudson Road, Parcel Identification Number (PIN) 34.29.22.44.0001, legally described as Section 34 Town 29 Range 22 Part Sly Of Old Hudson Rd And Nly Of Hwy 392 And W Of White Bear Ave Of E 196 00/100 Ft Of Se 1/4 Of Sec 34 Tn 29 Rn 22; and

WHEREAS, the Zoning Committee of the Planning Commission, on September 24, 2015, held a public hearing at which all persons present were given an opportunity to be heard pursuant to said application in accordance with the requirements of §61.303 of the Saint Paul Legislative Code; and

WHEREAS, the Saint Paul Planning Commission, based on the evidence presented to its Zoning Committee at the public hearing as substantially reflected in the minutes, made the following findings of fact:

1. The application requests conditional use permit approval for a reconstructed auto convenience market (gas station) with accessory car wash.
2. The current use is also an auto convenience market with accessory car wash. A new conditional use permit is required, per §61.503, because the buildings containing the uses are proposed to be torn down and replaced with new buildings.
3. The subject site has been recommended by the Planning Commission to the Mayor and City Council for rezoning to T3 as part of the Gold Line Station Areas Zoning Study. However, per §61.803, applications for zoning approvals, such as this conditional use permit application or the associated site plan review application, filed and accepted as complete prior to the effective date of any rezoning of the property are to be evaluated under the current existing zoning district regulations. The effective date for rezoning to T2, if approved, is anticipated to be in November 2015.
4. Ramsey County is currently in the design phase for a construction project on White Bear Avenue that will impact the site. The applicant has coordinated with Ramsey County in producing the site plan contained in the application materials. Coordination of the subject application and Ramsey County's project are also being addressed via the City's site plan review process.
5. §61.501 lists five standards that all conditional uses must satisfy:
 - (a) *The extent, location and intensity of the use will be in substantial compliance with the Saint Paul Comprehensive Plan and any applicable subarea plans which were approved*

moved by _____
seconded by _____
in favor _____
against _____

by the city council. This condition is met. The Comprehensive Plan in Figure LU-B Future Land Uses designates the site as part of a Mixed Use Corridor, which calls for supporting a mix of uses, balancing objectives including supporting transit use and walking, and promoting conditions that support those who live and work along Mixed-Use Corridors, including frequent transit service, vibrant business districts, and a range of housing choices. A gas station and car wash are necessary services that support those who live and work in the area. Though a gas station and car wash are not uses that support transit use and walking due to the high traffic turnover, there are several reasons that the use at this location is in substantial compliance with the Mixed-Use Corridor designation: (1) granting the conditional use permit adds to the vibrancy of the business district by allowing investment; (2) this location abutting I-94 at one of only two full access interchanges on Saint Paul's East Side is very economically attractive for a gas station use, both now and in the foreseeable future, while having lesser negative impacts on pedestrians than locations farther from I-94 or White Bear Avenue; (3) though a multi-story building would be more transit-supportive than the single-story building proposed and could accommodate a gas station/car wash use on the ground floor, residential uses on the upper floors are unlikely to be successful adjacent to a gas station (even if life-safety issues can be resolved), retail uses rarely succeed on upper floors outside of a central business district, and office uses are not anticipated to be in demand over the coming decades in this area according to the market study recently conducted by the Gateway Corridor Commission; (4) this location is on the opposite side of White Bear Avenue from both a planned bus rapid transit (BRT) station and a population concentration in the form of apartment complexes, which allows pedestrians generated from those uses to navigate much of the area, including the White Bear Avenue bridge over I-94, without walking past the subject site; and (5) the site plan in the application materials includes removal of 1 of the site's 3 access driveways and installation of a fence and shrubs along White Bear Avenue in order to improve traffic function and improve the pedestrian environment. In short, given that a gas station use is an inevitable part of a vibrant business district in this area, the subject site with the proposed site plan is perhaps the best way to accommodate the use in order to further the Mixed Use Corridor objective of a pedestrian-supportive environment.

The District 1 Plan Summary contains no provisions specific to the application.

The Sun Ray-Suburban Small Area Plan encourages businesses attractive to pass-by highway traffic, such as the proposed gas station and car wash uses, to take advantage of the I-94/White Bear intersection, thus concentrating vehicular traffic where the infrastructure can best accommodate it. It also calls for minimizing the number of curb cuts.

- (b) *The use will provide adequate ingress and egress to minimize traffic congestion in the public streets.* This condition is met. The use provides direct access to Old Hudson Road and White Bear Avenue. The proposed site plan eliminates 1 of the 2 access driveways on Old Hudson Road in order to improve the impact on traffic congestion on this street.
- (c) *The use will not be detrimental to the existing character of the development in the immediate neighborhood or endanger the public health, safety and general welfare.* This condition is met. The proposed use is the same as the existing use, except that it will modestly improve the pedestrian environment on adjacent sidewalks and will improve the site's aesthetics with new buildings that take CPTED (Crime Prevention Through Environmental Design) concepts into account as required through site plan review.

- (d) *The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.* This condition is met. The proposed use is the same as the existing use, and therefore will not impede the development and improvement of surrounding property.
 - (e) *The use shall, in all other respects, conform to the applicable regulations of the district in which it is located.* This condition is met. Provided that the application is approved, the use will conform to all applicable regulations in the B3 zoning district. No variances are requested.
6. §65.702 lists the standards and conditions for an auto convenience market use in the B3 district:
- (a) *The construction and maintenance of all driveways, curbs, sidewalks, pump islands or other facilities shall be in accordance with current city specifications. Such specifications shall be developed by the planning administrator, traffic engineer and city fire marshal, and shall be approved by the planning commission, and filed with the city clerk.* This condition will be met through the site plan review and approval process.
 - (b) *A ten-foot buffer area with screen planting and an obscuring wall or fence shall be required along any property line adjoining an existing residence or residentially zoned property.* This condition is met. The subject site does not adjoin any residentially zoned property or existing residences.
 - (c) *Outdoor accessory sales of goods or equipment shall not be located in a required setback, parking or maneuvering space, or substituted for required landscaping.* This condition is met. No such outdoor items are shown on the site plan submitted.
 - (d) *The zoning lot on which it is located shall be at least twelve thousand (12,000) square feet in area.* This condition is met. The zoning lot is more than 32,000 square feet in area.

NOW, THEREFORE, BE IT RESOLVED, by the Saint Paul Planning Commission, under the authority of the City's Legislative Code, that the application of Holiday Companies for a conditional use permit for an auto convenience market with a car wash at 1770 Old Hudson Road is hereby approved subject to the following additional condition:

1. Final plans approved by the Zoning Administrator for this use shall be in substantial compliance with the plan submitted and approved as part of this application, including removal of one existing curb cut along Old Hudson Road and installation and maintenance of fencing and landscaping along White Bear Avenue.



District 1

Community Council

2105 ½ Old Hudson Road, Saint Paul, MN 55119

www.district1council.org

district1council.blogspot.com

Community Council Office

(651) 578-7600 (phone)

(651) 578-7404 (fax)

district1council@aol.com

Youth Programming

(651) 578-7400 (phone)

(651) 578-7404 (fax)

district1CPC@aol.com

To: Tom Beach, Department of Safety and Inspections

September 16, 2015

From: District 1 Community Council

Re: Site Plan Review for 1770 Old Hudson Rd.: SPR#15-158428

The District 1 Community Council has several questions they would like to have addressed during the site plan review of the proposal for 1770 Old Hudson Road.

This station is located along the Gateway Corridor/Gold Line (BRT) proposed for upcoming years. Given that the station area plans are soon to be approved and contain recommendations to rezone all B2 and B3 parcels along the line with TN zoning, we would ask that as many of the design standards of this imminent rezoning be applied to this project. The project will stand for many years, and having it as compatible with as many of the TN design standards as possible seems prudent.

We are especially concerned that landscaping and pedestrian friendly amenities be incorporated into this site, particularly limiting the number of curb cuts at this vital intersection. With respect to this point, we wonder if consultation has occurred with Ramsey County around the White Bear Avenue rebuild taking place next year, and accommodations made in the site plan for the changes happening at this intersection.

We also wonder if the existing tanks at the station will be replaced during demolition and rebuild. Effective tank life is a concern for residents. We have an over-abundance of service stations in our district, and leaking fuel tanks pose a threat to us all. Ideally, we would seek limits to the number of gas stations in the area and begin building for transit-oriented development and a pedestrian and bike-friendly community.

Thank you for consideration of these questions and concerns.