

Memo

To: Honorable Mayor and City Council
From: Joe Kohlmann, City Administrator
Date: March 25, 2014
Re: Minnesota Gardens Seasonal Outdoor Sales Permit at
Tonka Village

Tonka Village Shopping Center has applied for a Temporary/Seasonal Outdoor Sales permit to allow Minnesota Gardens to conduct business from April 15 – July 15, 2014. As you are probably aware, Linder's went out of business.

Attached are the following:

1. Application and written permission from the property owner (giving permission to operate the flower mart from April 15 – July 15).
2. Site plans showing the location which is the same as 2013.
3. Ordinance Section 1024 which defines the performance standards that must be met for a permit to be issued.

There have been no issues reported in 2012 or 2013 regarding previous permits for Linder's. The neighboring businesses have been notified of this application and the City Council meeting date.

Council Action Requested:

Motion to approve the 2014 Seasonal Outdoor Sales Permit at Tonka Village for Linder's Greenhouses.

**CITY OF TONKA BAY
APPLICATION FOR TEMPORARY/SEASONAL OUTDOOR SALES**

4901 Manitou Road
Tonka Bay MN 55331
Phone: 952-474-7994 Fax: 952-474-6538
www.cityoftonkabay.net

APPLICATION DATE: 3-10-2014

SITE ADDRESS: Tonka Village, Co Rd 19, Tonka Bay, MN, 55331

PROPERTY OWNER:
Anderson Property Mgmt, 6205 Parkwood Rd, Edina, MN, 55436 931-9538
(Name) (Address) (Zip Code) (Telephone)

COMPANY REQUESTING PERMIT:
MINNESOTA GARDENS, 4733 Cumberland Rd, MOUND, MN 55364 612-708-7236
(Name) (Address) (Zip Code) (Telephone)

SUBMIT THE FOLLOWING MATERIALS TO COMPLETE YOUR APPLICATION:

1. Permit Applications

Application for a permit is made to the City Administrator. This permit application shall contain and will be considered complete upon submission of the following items:

- A. Application Fee: \$75.00 (1/1/12)
- B. Application Form
- C. Scale drawings showing location and area of the proposed sales area and the location of all existing and proposed equipment.

2. Additional Information Required

- A. Hours of operation: 7am to 6pm - 7 days a week
- B. Description of materials/items to be sold: Bedding PLANTS, HANGING BASKETS, POTTED PLANTS, NURSERY STOCK + RELATED ITEMS TO HOME GARDEN
- C. Dates sales will commence and terminate (cannot exceed ninety days):
APRIL 15th to July 15th

Signatures:


Property Owner


Applicant

By Phillip Jaffe
Its _____

By Jennifer R. Buse
Its 3-11-14

FOR CITY USE ONLY:	
Payment Made (\$75)	<u>3-17-14</u>
PERMIT APPROVED	
PERMIT NOT APPROVED	
COUNCIL MEETING DATE	<u>3-25-14</u>

Effective 1/1/12

jen@mngardens.com
mark@ " " "

LICENSE AGREEMENT

Tonka Village Shopping Center

This License Agreement is made by and between **Tonka Village, LLC** (hereinafter referred to as "Licensor") and **Minnesota Gardens, LLC** (hereinafter referred to as "Licensee").

WITNESSETH THAT WHEREAS:

Licensor has agreed to grant a license to Licensee upon certain terms and conditions.

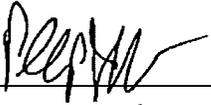
Now, therefore in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **GRANT OF LICENSE:** Subject to the terms and conditions hereof, Licensor hereby grants Licensee an exclusive license to operate a Greenhouse upon that portion of parking lot outlined in Exhibit A (attached hereto). The license shall allow Licensee, its employees and agents to enter upon the premises for the purpose of conducting business (Defined hereinafter) and for the purpose of erecting and maintaining temporary structures and other personal property upon the premises in connection with Licensees operation. Said license shall commence March 15, 2014 and expire July 20, 2014. Selling season is to be from approximately April 15 through July 20, 2014.
2. **LICENSEES ACTIVITIES:** The Greenhouse shall consist of flowers, plants, nursery stock and other related items offered to the public for sale. All Greenhouse activities conducted on the premises shall meet all Local, State and Federal laws as they relate to this type of business. With the assistance where needed for the Licensor the Licensee shall obtain all necessary permits, licenses, approvals, and any other government authorization needed to operate its business lawfully upon the premises.
3. **CANCELLATION:** In the event that Minnesota Gardens, LLC is unable to secure necessary licenses and or permits from governing authorities to open for business or reasonable access to water or electricity then this License agreement shall become null and void.
4. **GREENHOUSE OPERATION:** Licensee shall conduct its activities upon the Greenhouse site at all times in a safe and orderly manner. Licensee shall provide, at Licensees expense, all personnel, equipment, and other items necessary to set-up, operate, and take down Greenhouse including, but not limited to:
 - a. Necessary hoses and extension cords to operate equipment and water plants.
 - b. Cleaning of premises and area immediately surrounding premises. Licensee shall haul away its trash at its own expense.
 - c. Final clean-up of the premises promptly upon completion of license agreement.
 - d. All employees of said Licensee.
 - e. Greenhouse promotion and advertising

5. FEE: In consideration of the license herein granted to Licensee. Licensee shall pay Licensor Eight Thousand Six Hundred Dollars (\$8,600) payable in two equal installments of Four Thousand Three Hundred and 00/100 Dollars (\$4,300) each. First payment shall be due prior to May 10, 2014 and the second/final payment shall be due prior to June 1, 2014.
6. UTILITIES Licensor shall allow Minnesota Gardens ^{Gardens, LLC} to hook up to water and electricity for Licensees use during the entire term of this lease. Utilities are to be available 24 hours per day. The Licensee shall be responsible for and promptly pay all charges for such electricity and water used during the term of this license. Where these utilities are purchased from other tenants, owners, or landlords the Licensor shall assist in making arrangements for these services.
7. INSURANCE: Licensee shall procure and maintain in force during the term of this license, at Licensees sol cost and expense, a policy of general liability insurance, insuring Licensee from all claims sustained by one or more persons in the amount of at least One Million and no/100 (\$1,000,000.00), and arising from, related to, or connected with Licensees presence or activities upon the premises.
8. FINAL CLEAN-UP: Licensee shall be responsible for final clean-up of site after completion of License. Licensor shall allow a reasonable period of time to clean-up and remove all equipment, structures, product etc. and return parking lot to its condition prior to use, ordinary wear and tear excepted.
9. SAVINGS CLAUSE: The invalidity or unenforceability of any provision of this lease shall not affect or impair the validity of any other provision.
10. CARE OF PREMISES: Licensee shall keep all exterior storefront surfaces of the premises clean and maintain the Premises at its expense in a clean, orderly and sanitary condition. Licensee shall remove any refuse at its expense and will comply with all laws, ordinances, rules and regulations of government authorities.
11. INDEMNITY AND WAIVER OF SUBROGATION either Licensor nor Lessor shall be liable for, and Licensee shall indemnify and hold harmless Licensor and Lessor against, any loss, liability, costs or expense (including reasonable attorney's fees) arising out of any claim of injury or damage caused by or arising out of the negligence, misconduct, or breach of this License Agreement, by Licensee, its employees, delivery drivers, assignees, or invitees, or Licensee's use of or presence on the Licensed premises, and Licensee shall diligently defend Licensor and Lessor against any such claims. Further, Licensee, on behalf of itself and anyone claiming under or through Licensee, hereby waives all rights, claims and causes of action against licensor and Lessor for any liability arising out of any loss or damage to property, regardless of the cause, including if caused by the negligent or intentionally wrongful acts of lessor, Licensor, their employees or agents.
12. ENTIRE AGREEMENT: This agreement constitutes the complete and final agreement between the parties hereto. This agreement may be modified or altered only by agreement between Licensor and Minnesota Gardens, LLC (Licensee).

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the date below written.

Tonka Village, LLC

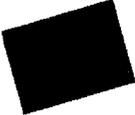


Print Name: PHILLIP JAFFE

Its: Manager

Date: 3-12-14

Minnesota Gardens, LLC

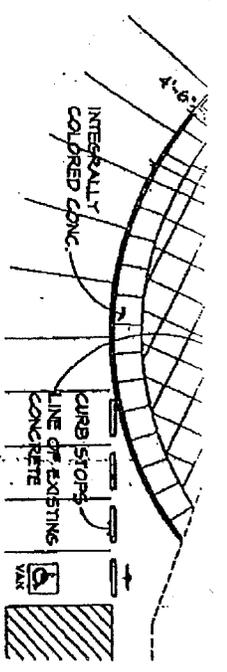



Jennifer Buse

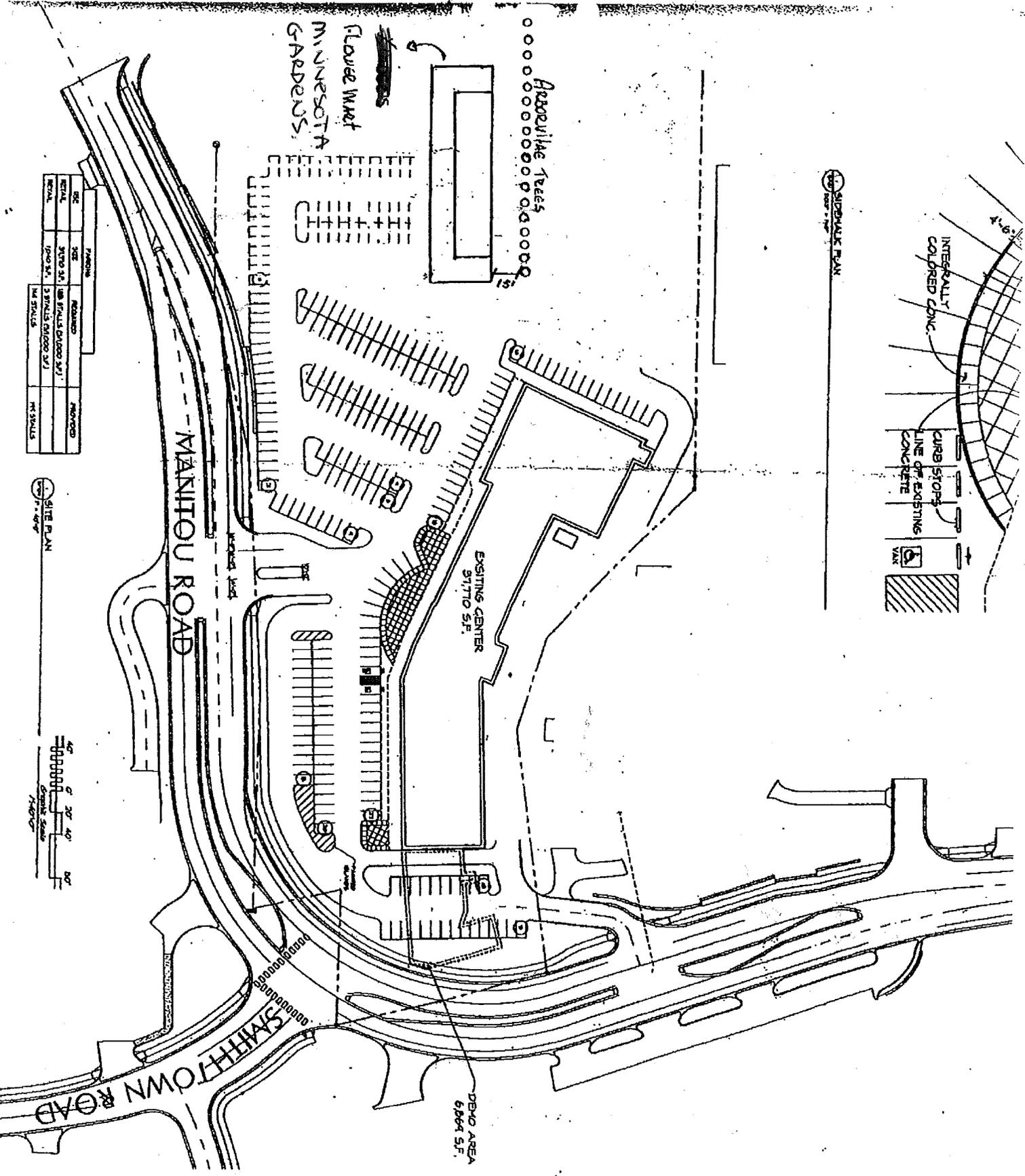
Its: President

Date: 1/30/14

Phone: 612/ 339-4200
 Fax: 612/ 342-9267



AERIAL PLAN



SITE PLAN

Key Plan

Aerial and site plan are shown for reference only. The site plan is the governing document. The aerial plan is for reference only. The site plan is the governing document. The aerial plan is for reference only. The site plan is the governing document.

No.	Date	Revised Description
1	08/15/00	Initial Design
2	09/15/00	Final Design
3	10/15/00	Final Design
4	11/15/00	Final Design
5	12/15/00	Final Design
6	01/15/01	Final Design
7	02/15/01	Final Design
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TONKA VILLAGE
 TONKA BAY, MN

NO.	DATE	REVISION
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11	06/15/01	Final Design

Office of the Minnesota Secretary of State Certificate of Organization

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

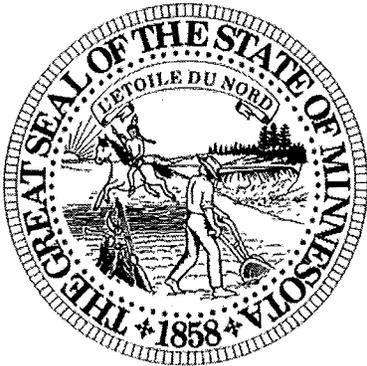
The business entity is now legally registered under the laws of Minnesota.

Name: Minnesota Gardens, LLC

File Number: 728497000034

Minnesota Statutes, Chapter: 322B

This certificate has been issued on: 01/22/2014

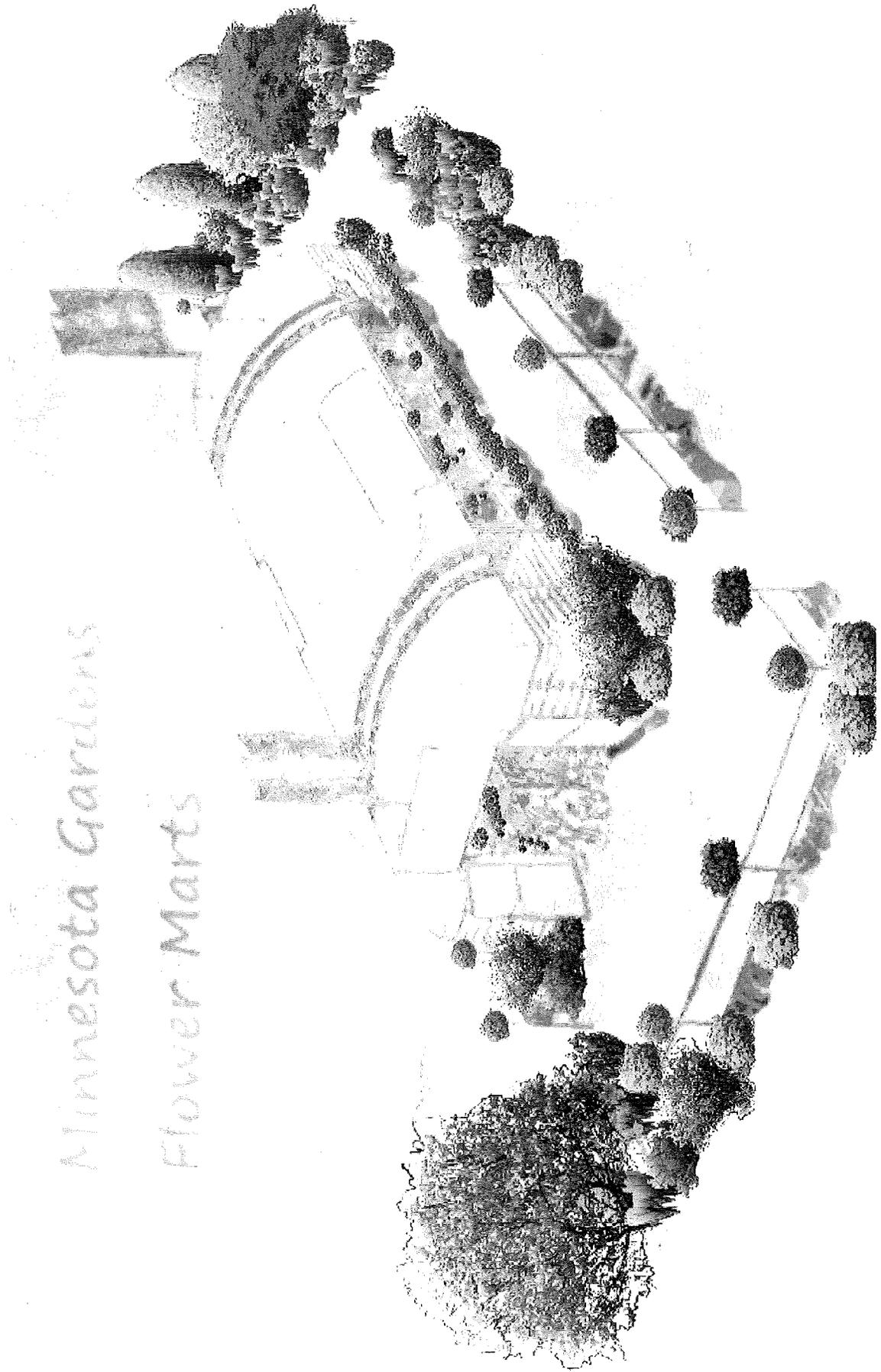


Mark Ritchie

Mark Ritchie
Secretary of State
State of Minnesota

Minnesota Gardens

Flower Marts



Minnesota Department of Agriculture

NURSERY STOCK DEALER CERTIFICATE

MINNESOTA GARDENS LLC
5609 MANITOU RD
TONKA BAY MN 55331

20154269	3/10/2014	12/31/2014
Certificate Number	Effective Date	Expiration Date

MINNESOTA GARDENS LLC
4733 CUMBERLAND RD
MOUND MN 55364

20154269	\$ 150.00	12/31/2014
Certificate Number	Certificate Fee Paid	Expiration Date

MINNESOTA DEPARTMENT OF AGRICULTURE

625 ROBERT STREET NORTH, ST. PAUL, MINNESOTA 55155-2538

NURSERY STOCK DEALER CERTIFICATE

MINNESOTA GARDENS LLC
5609 MANITOU RD
TONKA BAY MN 55331

20154269	\$ 150.00	3/10/2014	12/31/2014
Certificate Number	Certificate Fee Paid	Effective Date	Expiration Date

This certificate must be posted in a conspicuous place and is not transferable.
AG-00853 In accordance with the Americans With Disabilities Act, an alternative form of communication is available upon request.