

EXHIBIT 1

NON-EXCLUSIVE USE AGREEMENT WITH DULUTH SOFTBALL PLAYERS ASSOCIATION FOR TONY EMANUEL BASEBALL FIELD

THIS AGREEMENT (this “Agreement”), is by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the “City,” and Duluth Softball Players Association, Inc., a Minnesota nonprofit corporation, hereinafter referred to as “User Group.”

WHEREAS, the City is the owner of a baseball field located at 8 E. Anoka Street in Duluth, Minnesota, which field is depicted on the attached Exhibit A and hereinafter referred to as “Tony Emanuel Field.”

WHEREAS, User Group desires to use Tony Emanuel Field for its adult baseball league.

WHEREAS, it is the desire of the City to coordinate and allow the cooperative use of Tony Emanuel Field by as many groups as possible.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the City grants to User Group the right to use Tony Emanuel Field subject to the terms and conditions hereinafter set forth:

1. ADMINISTRATION.

For purposes of administering this Agreement, the City shall act through its Manager of Parks and Recreation or designee (the “Manager”) and User Group shall act through its Gambling Manager or designee.

2. GRANT OF RIGHTS.

a. Subject to the terms and conditions of this Agreement, the City grants to User Group the non-exclusive right to use Tony Emanuel Field, together with the dugouts, which facilities are highlighted in red on the attached Exhibit A. The City also grants User Group the exclusive right to use the storage shed near Tony Emanuel Field that is depicted on Exhibit B, and the non-exclusive right to use another storage shed near Tony Emanuel Field that is also depicted on the attached Exhibit B. User Group is prohibited from using the gray storage shed depicted on the attached Exhibit B. The remaining references in this Agreement to “Tony Emanuel Field” shall include the dugouts and the two red storage sheds that are shown on the attached Exhibit B.

c. The City makes no representations or warranties, either express or implied, that Tony Emanuel Field is suitable for any specific uses. User Group accepts Tony Emanuel Field in “as is” condition without representations or warranties of any kind. The City is not obligated to make any alterations or improvements on or to Tony Emanuel Field.

d. User Group acknowledges and understands that Tony Emanuel Field lies within a public park, and the cooperation of all users and coordination of activities is required. This cooperation includes ingress and egress and use of amenities and related improvements. User Group agrees that the Manager shall ultimately determine the appropriate use of Tony Emanuel Field and shall decide any disputes between User Group and any other users of Tony Emanuel Field.

3. USE AND MAINTENANCE OF TONY EMANUEL FIELD.

a. User Group may only use Tony Emanuel Field for its adult baseball league and directly related activities. User Group understands and agrees that its right to use and occupy Tony Emanuel Field is specifically conditioned upon User Group's continuation of its adult softball league and related activities throughout the Term (defined below). Use of Tony Emanuel Field for any other activities without the prior written approval of Manager shall be grounds for immediate termination of this Agreement.

b. User Group agrees to work with other user groups to ensure optimum use of Tony Emanuel Field. The City shall have ultimate control of the scheduling of various users of Tony Emanuel Field. User Group agrees that it will use Tony Emanuel Field only in conformance with the schedule contained in Section 5 of this Agreement. Tony Emanuel Field shall be open and available for use by the general public when not in use by the User Group or other scheduled user groups.

c. User Group shall provide adequate supervision of its adult softball league, program participants and spectators by a competent, trained and qualified adult representative of User Group.

d. User Group shall prepare Tony Emanuel Field for practices and games, including infield dragging, chalking, and ag-lime application.

e. User Group shall maintain all of its equipment in a safe and lawful manner at User Group's sole expense. User Group shall prohibit the use of any unsafe, illegal, or otherwise deficient equipment on Tony Emanuel Field.

f. User Group is solely responsible for storage of all personal property and shall bear the risk of loss due to theft, vandalism or other damage to its personal property or Tony Emanuel Field.

g. User Group specifically agrees that, in its use of Tony Emanuel Field, it will follow best practices to appropriately utilize Tony Emanuel Field and, in particular, will use its best efforts to minimize or eliminate to the extent practical any damage to Tony Emanuel Field. User Group shall be responsible for any damage caused by or resulting from visiting teams not a part of the User Group.

h. User Group shall insure that Tony Emanuel Field is kept clean and in an orderly condition and shall pick up all paper, garbage, and other debris and deposit it in the appropriate receptacles.

i. User Group shall promptly notify the City in writing of any incident of injury or loss or damage to Tony Emanuel Field or to any User Group participants or invitees occurring within Tony Emanuel Field during its use of Tony Emanuel Field. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached as Exhibit C.

j. User Group shall prohibit alcohol use and smoking and use of tobacco products at Tony Emanuel Field by User Group and User Group's invitees.

k. User Group shall make its adult softball league available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of Tony Emanuel Field.

4. CITY RESPONSIBILITIES.

The City agrees to be responsible for the following:

- a. Provide and pay for all utilities at Tony Emanuel Field.
- b. Provide assistance in cleanup and restoration of Tony Emanuel Field in the event of large scale natural damage.

5. USAGE FEE AND USE LIMITS.

a. The City shall not charge User Group a usage fee in relation to this Agreement. The consideration for this Agreement is the public benefit provided by User Group through the operation of its adult softball league and related activities, User Group's maintenance of Tony Emanuel Field, and the mutual promises set forth in this Agreement.

b. In case of inclement weather, User Group may not use or occupy Tony Emanuel Field. The City shall have final authority to determine inclement weather requiring closure of Tony Emanuel Field.

c. Notwithstanding the Term, User Group's use of Tony Emanuel Field shall be limited to the days between May 1 and August 31 during each year of the Term, and shall be subject to the following further restrictions:

- i. User Group may use Tony Emanuel Field on Tuesdays between the hours of 8:45 p.m. and 10:45 p.m.
- ii. User Group may use Tony Emanuel Field on Wednesdays between the hours of 6:30 p.m. and 10:30 p.m.

iii. The City may modify the schedule set forth above as it deems appropriate or necessary including reducing or increasing the times or dates when User Group will be entitled to use Tony Emanuel Field.

d. For any use of Tony Emanuel Field in addition to the periods set forth above, User Group must receive prior written approval from the City's Recreational Specialist.

6. TERM.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on May 1, 2017, and expire on August 31, 2019, unless sooner terminated as provided for herein (the "Term").

7. TERMINATION.

a. **WITHOUT CAUSE.** The City may terminate this Agreement without cause by providing at least thirty (30) calendar days' written notice to User Group.

b. **FOR CAUSE.** The City may terminate this Agreement for the material breach by User Group of any provision of this Agreement if such breach is not cured to the satisfaction of the City within seven days of delivery of a written notice by the City (or such longer time as specified in the notice). The notice shall identify the breach and the actions necessary to remedy the breach. If User Group fails to cure the breach as required by the notice prior to the expiration of the time period set forth in the notice, this Agreement shall automatically terminate.

c. **IMMEDIATELY BY CITY.** The City may terminate this Agreement immediately on notice to User Group if the City believes in good faith that the health, welfare, or safety of Tony Emanuel Field, its occupants, or neighbors would be placed in immediate jeopardy by the continuation of User Group's operations.

d. **SURRENDER POSSESSION.** Upon termination of this Agreement, User Group agrees to surrender possession of Tony Emanuel Field to the City in as good condition and state of repair as Tony Emanuel Field was in at the time User Group took possession, normal wear and tear and damage from the elements excepted.

8. INSURANCE.

a. During the Term, User Group shall have such coverage as will protect User Group and the City against risk of loss or damage to Tony Emanuel Field and against claims that may arise or result from the maintenance and use of Tony Emanuel Field during the Term. User Group shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of \$1,500,000 for property damage liability. Insurance required in this Agreement shall be taken

out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. Each year of the Term (or more frequently as reasonably requested by the City), User Group shall provide the City with Certificates of Insurance evidencing the insurance required by this Agreement. The insurance policies shall be approved by the City Attorney, shall name the City as an additional insured and shall provide for at least 30 days' written notice to the City prior to the cancellation of the policy. User Group shall provide certified copies of all insurance policies required by this Agreement within 10 days of the City's written request.

b. The City reserves the right to require User Group to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

c. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the User Group's interests and liabilities.

d. The City shall not be liable to User Group for any injury or damage resulting from any defect in the construction or condition of Tony Emanuel Field nor for any damage that may result from the negligence of any other person whatsoever.

9. HOLD HARMLESS AND INDEMNIFICATION.

a. User Group agrees to indemnify, save harmless, and defend the City and its officers, agents, servants, and employees from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or User Group, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of User Group arising out of, related to or associated with the use or maintenance of Tony Emanuel Field by User Group or the performance of its obligations under this Agreement.

b. User Group will indemnify the City for any damage to any City property at Tony Emanuel Field caused by User Group, its agents, volunteers, employees, and invitees.

10. INDEPENDENT RELATIONSHIP.

a. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting User Group as agents, representatives or employees of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

b. User Group's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota and any and all claims whatsoever arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors or employees shall in no way be the responsibility of the City. User Group and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers Compensation, Unemployment Insurance, disability pay or severance pay.

11. RECORDS RETENTION.

User Group acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all User Group books, records, documents, and accounting procedures and practices related to the use and maintenance of Tony Emanuel Field are subject to examination by the City or the State Auditor for six (6) years from the date of termination or expiration of this Agreement. Upon twenty-four (24) hours advance written notice by the City, User Group shall provide all requested books, records, documents, and accounting procedures and practices related to the use and maintenance of Tony Emanuel Field. User Group agrees to maintain all of its records relating to this Agreement and Tony Emanuel Field during the Term and for six (6) years after the termination or expiration of this Agreement.

12. GOVERNMENT DATA PRACTICES.

User Group shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by User Group under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by User Group. If User Group receives a request to release the data referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, User Group must immediately notify the City and consult with the City as to how User Group should respond to the request. User Group agrees to hold the City, its officers, and employees harmless from any claims resulting from the User Group's unlawful disclosure or use of data protected under state and federal laws.

13. NOTICES.

Unless otherwise provided herein, notice to the City or User Group shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses set forth below, or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth
Attn: Parks and Recreation Manager
411 W. First Street, Ground Floor
Duluth, Minnesota 55802
(218) 730-4300

Duluth Softball Players Association
Attn: Rick McArthur
4024 Grand Ave.
Duluth, Minnesota 55807
(218) 310-4553
mac465@hotmail.com

with a copy to:

Woodland Fastpitch Softball League
Attn: Brett Klosowski
108 W. Winona St.
Duluth, Minnesota 55803
(218) 343-6762
blklos@aol.com

14. CITY ACCESS.

a. User Group shall permit the City, and its designees, to access and inspect Tony Emanuel Field at any time. User Group shall not change any locks or otherwise prohibit or inhibit the City's access to any portion of Tony Emanuel Field.

b. The City shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution. User Group shall comply with the City's Key Control Policy, a copy of which shall be provided to User Group and is subject to unilateral change by the City during the Term.

c. User Group shall not make copies of any keys associated with Tony Emanuel Field. All keys shall be promptly returned to the City upon termination or expiration of this Agreement. If any keys are not returned promptly, the City may rekey applicable locks and collect payment from User Group for the City's employee time and/or costs associated with rekeying.

15. TAXES.

User Group agrees to pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of User Group's use of Tony Emanuel Field, including real property and sales taxes, if applicable. It is further agreed that the City may pay the same on behalf of User Group and immediately collect the same from User Group, or reduce any amount owed User Group by the City pursuant to this Agreement. User Group shall further be obligated to collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date.

16. ALTERATIONS AND IMPROVEMENTS

a. User Group may, at its sole cost and expense, make suitable improvements or alterations to Tony Emanuel Field only with the advance written approval of the Manager. All such improvements and alterations shall become the property of the City. Prior to commencing any improvements or alterations, User Group shall submit to the City a Project Proposal Request along with detailed plans. A copy of the form of Project Proposal Request is attached to this Agreement as Exhibit D. The Project Proposal Request shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes.

b. User Group agrees that not less than thirty (30) days prior to commencement of construction of an alteration or improvement on Tony Emanuel Field, User Group will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of construction of the alteration or improvement.

17. GENERAL TERMS AND CONDITIONS.

a. User Group agrees that it will (i) obey all laws, rules, and regulations applicable to its use of or occupancy of Tony Emanuel Field, (ii) use its best efforts to insure that its players, coaches, employees and invitees so conform to such laws, rules, and regulations, and (iii) procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement.

b. This Agreement, together with all of its terms, covenants, and conditions is made in the State of Minnesota and is to be interpreted in accordance with the laws of the State of Minnesota.

c. User Group shall not assign or transfer any rights or obligations under this Agreement.

d. The waiver by the City or User Group of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

e. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

f. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this

Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties.

g. This Agreement and its Exhibits are the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior written and oral negotiations, understandings or agreements.

h. There are no representations, warranties or stipulations, either oral or written, not herein contained.

i. No amendments to this Agreement shall be binding unless such amendment is in writing and executed with the same formality and approvals as this Agreement. This Agreement may be amended only by a written instrument signed by both parties.

j. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by the officers of the parties will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date as indicated below.

CITY OF DULUTH

By: _____
Mayor

Attest: _____
City Clerk

Date Attested: _____

Countersigned: _____

City Auditor

Approved as to form:

City Attorney

DULUTH SOFTBALL PLAYERS
ASSOCIATION, INC.

By: *[Signature]*

Printed Name: Rick McArthur

Its: Combling Manager

Dated: 5-9-17



EXHIBIT A

010-2710-00390



EXHIBIT B

EXHIBIT C
City of Duluth Incident/Injury Report

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to accidentreporting@duluthmn.gov.

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|----------------------|
| Date of incident/injury: | <input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee | Department/Division: |
| Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time | | |
| Initial treatment sought: <input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None | Doctor/clinic name, address, phone number: | |

| | | | |
|---------------|-------------|-----------|-----------------------------------------------------------------------|
| Last name: | First name: | MI: | SSN: |
| Address: | | | |
| City: | State: | Zip code: | Phone: |
| Date of hire: | Occupation: | | Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female |

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No | Name and address of the place of the occurrence: |
| Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. | |
| Date employer notified of injury: _____ Date employer notified of lost time: _____ | |
| First date of any lost time: _____ Return to work date: _____ RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Describe the nature of the illness or injury. Be specific. Include body parts affected. | |
| Describe the activities when injury occurred with details of how it happened. | |
| What tools, equipment, machines, objects and/or substances were involved? | |

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No Date supervisor notified: _____ Date report completed: _____ | |
| Supervisor name: _____ Supervisor phone number: _____ | |
| Names and phone numbers of witnesses: | |
| Incident was a result of: <input type="checkbox"/> safety violation <input type="checkbox"/> machine malfunction <input type="checkbox"/> product defect <input type="checkbox"/> motor vehicle accident <input type="checkbox"/> N/A | |
| Supervisor comments: | |
| What actions have been taken to prevent recurrence? | |

City of Duluth Incident/Injury Report

CAUSE

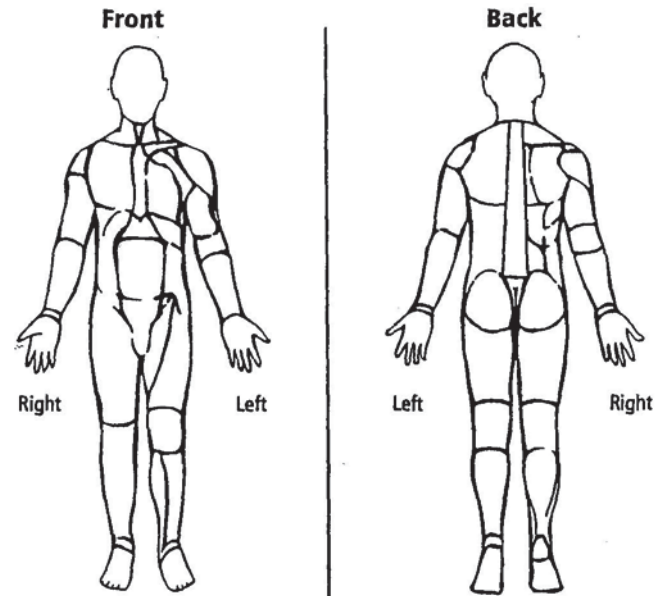
- ☐ Slip and fall
- ☐ Struck by equipment
- ☐ Lifting or moving
- ☐ Caught (in, on, or between)
- ☐ Needle puncture
- ☐ Object in eye (☐ Right ☐ Left)
- ☐ Repetitive/overuse
- ☐ Other (specify): _____

TYPE OF INJURY

- ☐ Scrape/bruise
- ☐ Sprain/strain
- ☐ Puncture wound
- ☐ Cut/laceration
- ☐ Concussion
- ☐ Bite
- ☐ Chemical burn/rash/breathing difficulties
- ☐ No apparent injury
- ☐ Other (specify): _____

MARK AREAS OF INJURY BELOW:

Areas can be marked by typing an "X" in the text box wherever needed.



COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE

For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.
Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)

Incident Location: _____ Time of incident: _____ ☐ a.m. ☐ p.m.

Police called: ☐ Yes ☐ No Police Traffic Accident Report ICR #: _____

| | | | |
|------------------------------------------------------|------------------|-------------|-------|
| City vehicle, property, or equipment involved | Description: | | |
| | Vehicle #: | Make/Model: | Year: |
| | Describe damage: | | |

| | | | |
|----------------------------------------------------------|---------------------|--------------------|---------------------------------------------------------------------------------------------------|
| Non-city vehicle, property, or equipment involved | Owner full name: | | <input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other |
| | Owner address: | | |
| | Owner phone number: | Vehicle license #: | |
| | Make/Model: | Color: | Year: |
| | Describe damage: | | |

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Weather conditions: <input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow | Roadway conditions: <input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> Unpaved <input type="checkbox"/> Ice | Light conditions: <input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor | Approximate temperature: _____ °F Estimated speed: _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____



EXHIBIT D

Public Administration Department Parks and Recreation Division

City Hall - Ground Floor • 411 West First Street • Duluth, Minnesota • 55802
218-730-4300 • www.duluthmn.gov/parks/index.cfm



June 9, 2016

Dear Community Partner:

Thank you for your interest in proposing an improvement project for City property. We recognize that working closely with the community is an important way we can fulfill our responsibility to develop long-term strategies, plans and improvements that benefit the greatest number of constituents possible and effectively use limited resources.

Each year there are numerous requests for projects on City property. To better respond to the requests, the City has developed a system that will result in better communications, tracking and processing of project proposals. It establishes Property and Facilities Management as the City entity that will: (1) accept and review all submitted Project Proposal Forms; (2) direct proposals to appropriate City staff; and, (3) facilitate the process to project completion. Once your project proposal request is received, the reviewing process will start and you or your organization will receive a response with thirty (30) days.

The intent of this process is to expedite decision making, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. At any point in the process, Property and Facilities Management can be contacted to respond to questions or concerns.

In past years, this process has seen a number of projects completed for the betterment of our community, including installation of park benches, playfield renovations and community beautification projects. Proposals may be submitted by individuals and community organizations, as well as City staff.

Please note that acquiring funds for a project through CDBG, a DNR grant, fundraising, donations or other means does not guarantee project acceptability. Any project on City property must also receive recommendation and approval by the appropriate City officials. It is strongly recommended that City approval should occur in advance of, or at least concurrent with, pursuing funding.

If you have any questions, please contact Danielle Erjavec at (218) 730-4333.

Sincerely,

Erik Birkeland
Property & Facilities Manager
City of Duluth
1532 West Michigan Street
Duluth, MN 55806



CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



Use this form to propose a City of Duluth improvement project. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests. You or your organization will receive a response to the project proposal request within thirty (30) days of submission.

APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Neighborhood:

E-mail:

Primary Phone:

Secondary Phone:

IS YOUR PROJECT RELATED TO

PUBLIC

-ARTS-

-MEMORIALS-

-MONUMENTS-



IF SO, YOUR PROPOSAL WILL BE
SHARED WITH THE DULUTH PUBLIC
ARTS COMMISSION FOR REVIEW.

PROJECT PROPOSAL

Use additional sheets if more space is needed.

PROJECT LOCATION

Describe as best as possible the location of the proposed project. Give the address, name of street, neighborhood, intersection, GPS coordinates, etc. If the project is City-wide, please state "City-wide."

PROJECT DESCRIPTION

Describe the proposed project in as much detail as possible. Why is the project needed and necessary? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required so that the committee has a better understanding of your project. These may include location, sizes, wording, colors, etc. **Please attach any additional information about this project.**

Attached

Not Applicable

PROJECT JUSTIFICATION

Describe the benefit of the proposed project. Is it a safety issue? Will it provide cost savings to the City? Is it a functional improvement? Does it provide aesthetic benefit to the City?



CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



PROJECT COST

Describe the approximate cost to complete the project. This can be a "guesstimate." This is only considered to be a rough guideline.

POTENTIAL SOURCE OF FUNDING

Describe potential funding sources for the project.

NEIGHBOR SUPPORT

Does this project have the support of neighbors living nearby?

Yes No Uncertain Not Applicable

Comments:

ENERGY USE

Will this project change the use of any energy type listed below?

Yes No Uncertain Not Applicable

If yes, check all energy types where use is expected to change.

ELECTRICITY (kWh) GAS (Therms) OIL (gallons) STEAM (Pounds) WATER and SEWER (CCF)

ADDITIONAL CONSIDERATIONS

The City of Duluth considers our long-term strategies, Master Plans, Accessibility Plan and Capital Improvement list, as well as legal requirements, in evaluating proposals. Please review the considerations below and add any comments you have.

CONSIDERATION (A): Project is compatible with Park Master Plan, systems plans, Strategic Plans, etc.

COMMENT (A):

CONSIDERATION (B): Project is compliant with ADA Accessibility Plans.

COMMENT (B):



CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



CONSIDERATION (C): Project is compatible with surrounding and adjoining uses.

COMMENT (C):

CONSIDERATION (D): Project will meet standards for materials and construction practices.

COMMENT (D):

CONSIDERATION (E): Project complies with zoning code and land uses.

COMMENT (E):

CONSIDERATION (F): Project does or does not require a permit.

COMMENT (F):

CONSIDERATION (G): Increases cost to maintain or operate. *(Note: If this is the case, and the project is approved, it may need to be incorporated into the Capital Improvement Plan and be approved by City Council.)*

COMMENT (G):

SUBMIT COMPLETED FORMS to:

**DANIELLE ERJAVEC
PROPERTY SERVICES SPECIALIST
CITY OF DULUTH
PROPERTY & FACILITIES MANAGEMENT
1532 W MICHIGAN STREET
DULUTH, MN 55806
projectproposal@duluthmn.gov
(218) 730-4333**