

**DEEP WINTER GREENHOUSE LEASE AGREEMENT
BETWEEN THE CITY OF DULUTH AND
COMMUNITY ACTION DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, by and between the **CITY OF DULUTH**, a municipal corporation in St. Louis County, Minnesota, hereinafter referred to as “City,” and **COMMUNITY ACTION DULUTH**, a Minnesota non-profit corporation, hereinafter referred to as “CAD.”

The parties acknowledge the following:

A. The City owns property located adjacent to North 45th Avenue West and Grand Avenue in Duluth legally described as follows:

Lots One (1) through Four (4), inclusive, Block Eight (8), Grand Central Division of Duluth, and all that part of the vacated West Fourth Street alley in said Block 8 lying Easterly of and within One Hundred and Thirty feet (130') of the Easterly line of 45th Avenue W and lying within eight feet (8') of the common boundary line between said vacated alley & Lot Four (4) in said Block Eight (8), EXCEPT the Northwestern Twenty-five feet (NW'ly 25') of the Southeasterly Forty feet (SE'ly 40') of vacated West 4th Street in the plat of Grand Central Division of Duluth lying between the following described lines: Southwesterly line of Lot One (1) Block 8 extended into the vacated West 4th Street and the Northeasterly line of Lot One (1) Block 8 extended into the vacated West 4th Street and EXCEPT the Southeasterly Fifteen feet (SE'ly 15') of the Southeasterly Forty feet (SE'ly 40') of vacated West 4th Street in the plat of Grand Central Division of Duluth lying between the following described lines: the Northeasterly line of Lot One (1) Block 8 extended into the vacated West 4th Street and a line Sixteen feet (16') Southwesterly (SW'ly) and parallel to the Northeasterly line of Lot One (1) Block 8 extended into the vacated West 4th Street

(hereinafter referred to as the “Property.”)

Said Property is depicted on Exhibit A attached hereto and incorporated into this Agreement by reference.

B. Part of the mission (the “Mission”) of CAD is to provide transitional employment in the context of urban agriculture.

C. City supports community agriculture as part of its commitment to promoting citizen access to good nutrition, improving the ecological footprint of the City, encouraging active and healthy living, agricultural education, and providing spaces for human interaction, food production, and esthetic natural beauty in our daily lives.

D. CAD believes that the Property is generally suitable in soil composition and fertility for growing fruits, vegetables, and other plants.

E. CAD desires to lease the Property from City to further its Mission by using the Property to grow and provide year-round produce while providing transitional employment, as well as provide opportunities for community education about urban agriculture (“Program”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Leased Premises

A. City agrees to lease to CAD exclusive use of the Property that is depicted on the Site Plan attached as Exhibit B (the “Leased Premises”).

B. CAD may only utilize the Leased Premises for its Program.

C. CAD is taking the Leased Premises “as is”, in its present physical condition, and the City makes no warranty, either express or implied, that the Leased Premises are suitable for any purpose. City makes no warranty that the Leased Premises are suitable for growing fruits, vegetables, or any other plants.

D. The rights of CAD to build, occupy, use, and maintain the Leased Premises are subject to CAD’s compliance with the provisions, covenants, and conditions of this Agreement.

II. Lease Fee

A. CAD shall lease the Leased Premises from City at no cost. The consideration for the Leased Premises shall instead be the improved value of Property and public benefit provided by CAD via the Program.

III. Greenhouse Construction, Costs, and Improvements

A. Greenhouse. CAD and City desire to construct and operate a greenhouse and other associated facilities on Property to further CAD’s Mission. Said greenhouse is further described and depicted on the Site Plan and designs attached as Exhibit B attached hereto and incorporated by reference into this Agreement (hereinafter the “Greenhouse”). Although City and CAD are partners on the construction of the Greenhouse, Greenhouse shall be owned by solely by City upon completion.

B. Construction and Construction Costs. City hereby agrees to complete site improvements to the Property to prepare it for the Greenhouse. City will construct the Greenhouse as described in Exhibit B and pay for all costs associated with the initial construction plans. Modifications to said plans and specifications shall be reviewed by CAD, but City reserves the right for final approval of said plans.

C. Greenhouse Improvements.

After the Greenhouse is constructed by City, CAD shall be responsible for additional site work costs beyond the City's completed site improvements. CAD shall not make future additions or improvements to the Property or Leased Premises without written permission from the City's Community Planning Manager ("Manager"). Future additions or improvements to the Property or Leased Premises must be submitted to the City for review in accordance with the procedure specified in Section VIII below. All future additions or improvements to the Leased Premises under this Agreement will become exclusive property of the City upon termination or expiration of this Agreement, whichever occurs first.

IV. Term of Lease

The initial term of this Agreement is ten (10) years. Notwithstanding the date of execution of this Agreement, this Agreement shall commence on May 1, 2017, and shall continue through the end of the day on April 30, 2027 ("Term").

V. Early Termination or Expiration of Agreement

A. Abandonment. City may terminate this Agreement with sixty (60) days written notice to CAD if City determines that CAD has abandoned the Leased Premises or Program on the Leased Premises, or both.

B. For Cause. City may terminate this Agreement for the material breach by CAD of any provision of this Agreement, including its Exhibits, if such breach is not cured to the satisfaction of City within thirty (30) days of delivery of a written notice by City (or such longer time as specified in the notice). The notice shall identify the breach and the necessary actions to remedy the breach.

C. Immediately. City may terminate or suspend this Agreement immediately if City believes in good faith that the health, welfare or safety of Property occupants or neighbors would be placed in immediate jeopardy by the continuation CAD's operations.

D. Surrender Possession.

1. Upon termination or expiration of this Agreement, CAD agrees to surrender possession of Property to City in as good condition and state of repair as said Property were in at the time CAD took possession, normal wear and tear and damage from the elements excepted.

2. Greenhouse and all improvements to Property under this Agreement will become exclusive property and responsibility of the City upon termination or expiration of the Agreement, whichever occurs first.

3. Prior to expiration of Agreement Term or within fourteen (14) days of early termination, whichever occurs first, CAD may remove any personal property and plants from Property. These removed personal property and plants shall remain exclusive property of CAD.

4. City retains exclusive ownership of all non-plant Property fixtures after expiration of this Agreement Term or early termination, whichever occurs first. Examples of non-plant Property fixtures include, but are not limited to, the greenhouse, storage sheds, fencing, gates, garden bed structures, and benches.

5. All of CAD's personal property and plants remaining on Property upon expiration of Agreement Term or after fourteen (14) days of early termination, whichever occurs first, shall become exclusive property of City.

VI. Maintenance and Operation

A. CAD may only utilize the Leased Premises for its Program.

B. CAD acknowledges that it and all of its members and users are planting and cultivating at their own risk.

C. CAD shall maintain Leased Premises in a safe and clean condition and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items.

D. CAD is solely responsible for storage, theft, and/or vandalism of the Leased Premises, Greenhouse, and all personal property, including but not limited to equipment, tools, and machinery in and to Greenhouse and on Property outside Greenhouse.

E. CAD shall provide the Manager with forty-eight (48) hours prior written notice of its planned application of any fertilizers or pesticides. All applications are subject to the written authorization of the Manager. CAD further agrees that the application of any restricted label fertilizers or pesticides be performed only by an applicator currently licensed by the State of Minnesota. Any restricted label fertilizers or pesticides applied by other than a currently licensed applicator shall be grounds for immediate termination of this agreement. The City reserves the right to determine and prohibit an environmentally harmful fertilizer or herbicide.

F. CAD agrees to pay for all utilities, if any, on and to the Leased Premises during the Term of this Agreement.

G. CAD is responsible for all maintenance of the Leased Premises, including but is not limited to, snow removal, cleaning, washing, sand or debris removal, tree and grass cutting and removal, trash collection and removal, sweeping, and restroom services. City shall not provide or assist in maintenance of the Leased Premises during the Term of this Agreement.

H. CAD agrees to procure, at CAD's sole expense, all licenses and permits necessary for carrying out the provisions of this Agreement.

I. No permanent structures or murals or other permanent works of art may be built, displayed, or stored on the Leased Premises without permission from the Manager.

J. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in or on the Leased Premises, except in designated parking spaces, if any.

K. CAD is responsible to maintain the public sidewalks on or abutting the Leased Premises year-round during the term of this Agreement, specifically the sidewalks adjacent to Grand Avenue and vacated West 4th Street as depicted on Exhibit A.

VII. ACCESS

City shall have unlimited access to the Property during Agreement Term for the purposes of inspection and ensuring CAD's compliance with Agreement.

VIII. Alterations or Improvements

A. CAD shall not make any alterations or improvements to the Leased Premises that are not herein described without the prior written consent of the City and upon the terms and conditions which may be imposed by the City. CAD agrees to pay to the City upon demand the reasonable costs incurred by City to repair any damage done to the Leased Premises by CAD, its employees, volunteers, servants, agents, contractors, invitees, and licensees during the term of this Agreement.

B. CAD may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises upon advance written approval from the City. All such improvements (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, CAD shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request is attached to and incorporated by reference into this Agreement as Exhibit C. These documents 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 Code.

C. CAD agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Premises, CAD will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City's Claims Investigator and Adjuster before the commencement of any construction hereunder.

IX. Insurance and Indemnification

A. During the term of this Agreement, CAD shall have such coverage as will protect CAD and the City against risk of loss or damage to the Property and any other property permanently located or exclusively used at the Property and against claims that may arise or result from the maintenance and use of the Property during the Agreement Term. CAD 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. CAD shall provide to Certificates of Insurance to City evidencing said insurance coverage. The Certificates of Insurance shall name City as additional insured.

B. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the CAD’s interests and liabilities.

C. The City shall not be liable to CAD for any injury or damage resulting from any defect in the construction or condition of the Property, nor for any damage that may result from the negligence of any other person whatsoever.

D. CAD 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 CAD, 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 CAD, arising out of, related to or associated with the use, maintenance or operation of the Property by CAD or performance of its obligations under this Agreement.

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

X. Incident Reports

CAD shall notify the Manager in writing of any incident of injury or loss or damage to the Property or any CAD’s participants or invitees occurring within the Property or Greenhouse during the Term of this Agreement, except for damage to CAD’s personal property. 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 hereto as Exhibit D.

XI. Records Retention

CAD agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, all CAD books, records, documents, and accounting procedures and practices related to the Leased Premises and the Program are subject to examination by the City or the State Auditor for six (6) years after the

termination or expiration of this Agreement. Upon forty-eight (48) hours advance notice by City, CAD shall provide all requested financial information.

XII. Taxes

CAD hereby agrees to pay all license, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of CAD's operations or construction of the Greenhouse or Property, including real property taxes, if applicable. It is further agreed that City may pay the same on behalf of CAD and immediately collect the same from the CAD, if necessary. CAD 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.

XIII. 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 CAD 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. CAD and its employees shall not be considered employees of the City and any claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of CAD's employees or agents while so engaged shall in no way be the responsibility of City.

XIV. No Assignment Allowed

CAD shall not in any way assign or transfer its rights or interests under this Agreement.

XV. Laws, Rules and Regulations

A. During the term of this Agreement, CAD agrees to conduct its activities related to the Leased Premises in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth.

B. CAD shall not discriminate and shall comply with all applicable federal and state laws regarding non-discrimination.

XVI. Government Data Practices

CAD 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 CAD under this Agreement, including Community Edible Forest Program. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by CAD. If CAD receives a request to release the data referred to in this clause, CAD must immediately notify the City and consult with the City as to how CAD should respond to the request. CAD agrees to hold the City, its officers, and employees harmless from any claims resulting from the CAD's unlawful disclosure or use of data protected under state and federal laws.

XVII. Waiver

The waiver by the City of any breach of any term, covenant, or condition in this Agreement, shall not be deemed a waiver of any subsequent breach of same or any term, covenant, or condition of this Agreement.

XVIII. No Third Party Rights

This Agreement is to be construed and understood solely as an agreement between the parties hereto regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person, organization, or business 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 hereto.

XIX. Notices

Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

Community Action Duluth
Attn: Seeds of Success Manager
2424 W. 5th Street #102
Duluth, MN 55806
(218) 726-1665

City of Duluth
Attn: Community Planning Manager
411 W. First Street, Room 208
Duluth, MN 55802
(218) 730-5580

or to such other persons or addresses as the parties may designate to each other in writing from time to time.

XX. Compliance with Agreement

The rights of CAD to use the Leased Premises are subject to CAD's compliance with the undertakings, provisions, covenants, and conditions herein.

XXI. Applicable Law

The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under the Agreement will be in and under those courts located within St. Louis County, Minnesota.

XXII. Amendments

Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

XXIII. Severability

CAD and the City 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, then 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.

XXIV. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

XXV. Authority to Execute Agreement

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 said officers of said parties on their behalf will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

XXVI. Entire Agreement

This Agreement, including Exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

CITY OF DULUTH

By: _____

Mayor

Attest: _____

City Clerk

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

COMMUNITY ACTION DULUTH

By: Angie Miller

Its: Exec. Director

Printed Name: Angie Miller

Date: 4/21/17

EXHIBIT A – Property Map
EXHIBIT B – Deep Winter Greenhouse Site Plan
EXHIBIT C – Project Proposal Request Form
EXHIBIT D – Incident Report



17



DULUTH

Photo Date: May 2018
Print Date: 7/7/2018

EXHIBIT B

SHEET INDEX

CIVIL

1.1.7 SITE PLAN AND INDEX

4.2.1 GREEN HOUSE

A2.2 GREEN HOUSE

2.4 GREEN HOUSE DETAILS

2.5 ROOT STORAGE

2.6 ROOT STORAGE

REV.Wagner Zaun
ARCHITECTURE

17 N. Lake Avenue
Duluth, MN 55802
(218) 733-0690

www.wagnerzaun.com
dzaun@wagnerzaun.com
rwagner@wagnerzaun.com

STRUCTURAL ENGINEER:
Northland Structural Engineers
102 S. 21st Ave., Suite 1
Duluth, MN 55806
(719) 727-5995

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

21630
REGISTRATION #
POLICE TRAINING

DATE X/X/XXXX SIGNATURE [Signature] IF PRINTED TO SCALE 1

THIS LINE WILL BE 2" LONG
PROJECT #: 1517

**West Duluth Deep Winter
Greenhouse**
N 45th Ave West and Grand Avenue

REVISION/ISSUE	DATE
ISSUE	DATE
ISSUE	DATE

SHEET NAME:
SITE PLAN
& INDEX

SHEET #: A1-1

1. 8" dia. double wall interior perforated drain tile with appropriate tee connectors and end caps.
2. 8" black stove pipe to overhead hot air intake.
3. 4" vertical ABS piping.
4. 8" inline variable-speed centrifugal duct fan.
5. Exhaust Manifold; 4" DIH perforated ABS drain tile.
6. 8" DIH black stove pipe open at both ends for hot air intake.
7. 8" black stove pipe hot air riser.
8. Excavate interior of Growing Room and install 1.5" washed river rock thermal mass.

Thermal Mass Piping:

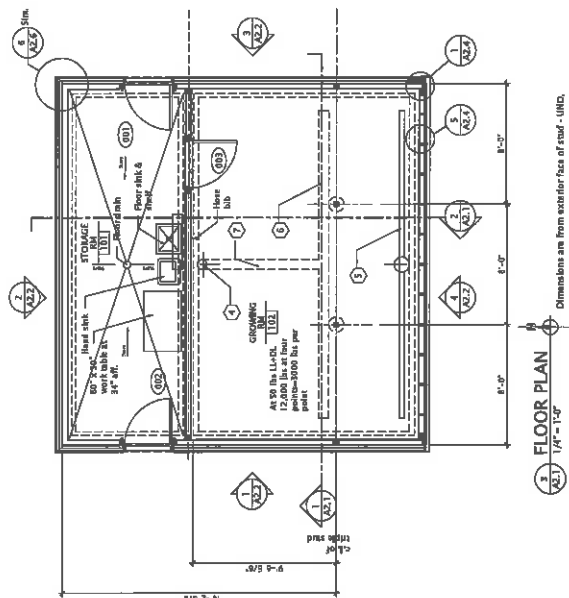
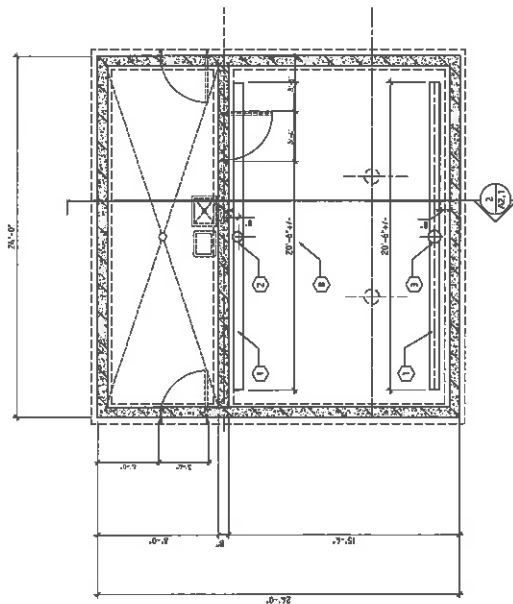
Model Piping: "Goldflow" GTF20NP

Intake Ducting:

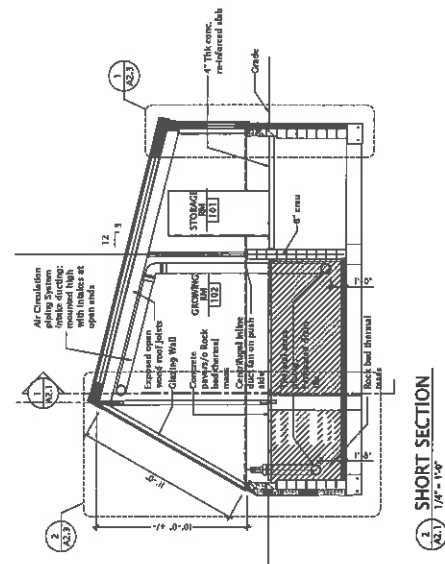
4" ABS perforated piping:

Thermal Mass: $1\frac{1}{2}^{\circ}$ washed river rock

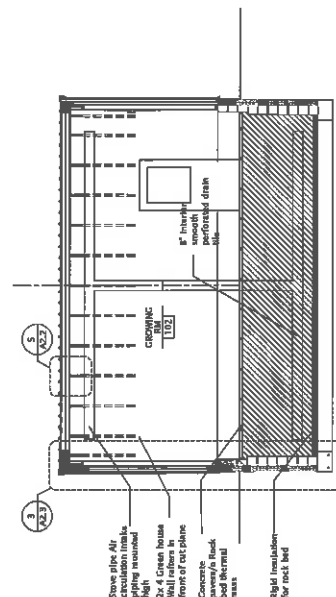
Growers Supply CF1410 by Fantech

[illegible]

4 FOUNDATION and AIR CIRCULATION PLAN
A2.1 1/4" = 1'-0"
Dimensions are from exterior face unless noted - LUMO



LONG SECTION
1/4" = 1'-0"



LONG SECTION
1/4" = 1'-0"

 Wagner Zaun ARCHITECTURE	17 N. Lake Avenue Duluth, MN 55802 (218) 733-0690 www.wagnerzaun.com dzaun@wagnerzaun.com fzaun@wagnerzaun.com		STRUCTURAL ENGINEER Northeast Structural Engineers 17 N. Lake Avenue, Suite 1 Duluth, MN 55806 (218) 727-5995		CERTIFICATION: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.		21630 REGISTRATION #		POUZ ZAUN 		X/Y / XXX DATE		IF PRINTED TO SCALE THIS LINE WILL BE 1" LONG		PROJECT #: 1517 West Duluth Deep Winter Greenhouses 1455 W. Hwy and Grand Avenue Duluth, Minnesota		REVISION/ISSUE DATE DATE DATE		SHEET NAME: Floor Plans and Building Sections		SHEET #: A.2.1	
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17 N. Lake Avenue
Duluth, MN 55802
(218) 733-0990
WWW.WAGNERZAU.N.COM
ZAU.N@WAGNERZAU.N.COM
P.O. BOX 177215, DULUTH, MN 55817

STRUCTURAL ENGINEER:
DANIEL J. ZAU.N
10000 Highway 100
102 S. 21st Ave. W. Suite 1
Duluth, MN 55806
(218) 733-0990

CERTIFICATION:
I HEREBY CERTIFY THAT THE PLAN,
SPECIFICATIONS, AND CALCULATIONS
PREPARED BY ME OR UNDER MY
SUPERVISION AND THAT I AM
A DULUTH LICENSED PROFESSIONAL
ENGINEER UNDER
THE LAWS OF THE STATE OF
MINNESOTA.

21630
REGISTRATION #

DOUG ZAUN
NAME

Wagner Zaun
SIGNATURE

8/11/2024
DATE

IF PRINTED TO SCALE
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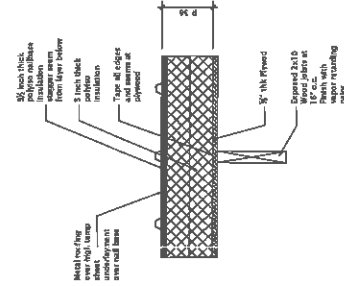
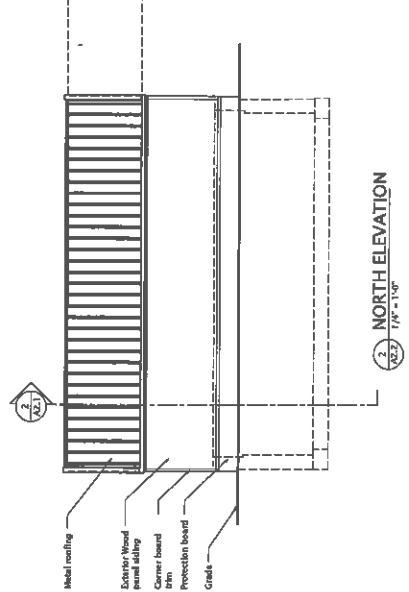
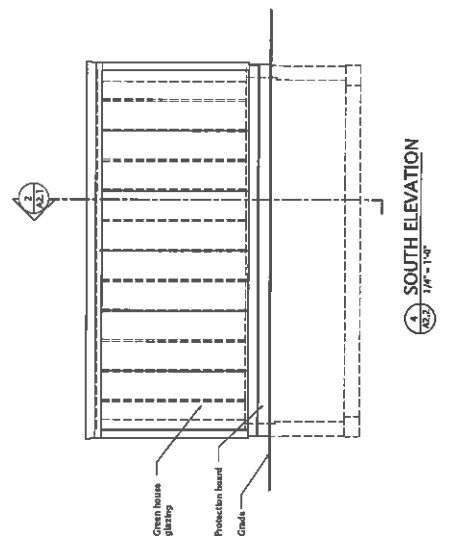
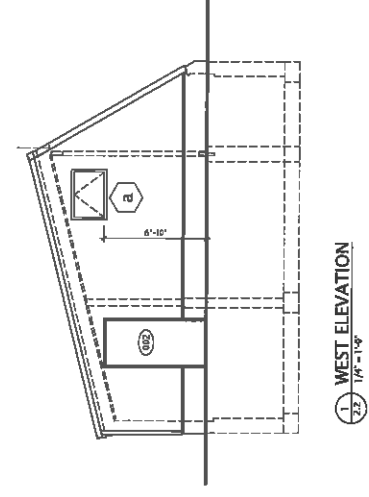
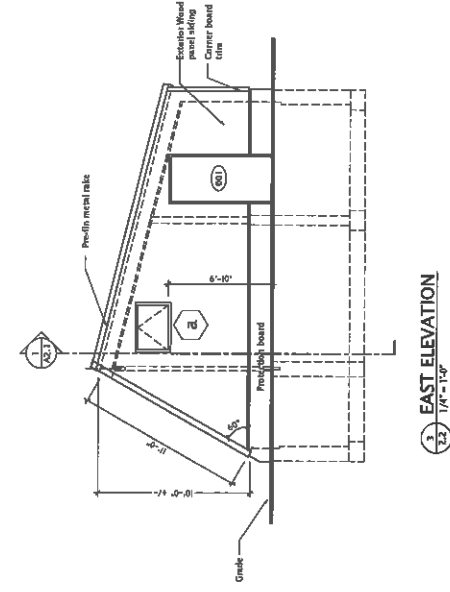
PROJECT #: 1517

**West Duluth Deep Winter
Greenhouse**
N. 46th Ave West and Grand Avenue
Duluth, Minnesota

REVISION/ISSUE
DATE
DATE
DATE

SHEET NAME:
Exterior Elevations

SHEET #:
A 2.2



17 N. Lake Avenue
Duluth, MN 55802
(218) 733-0690
WWW.WAGNERZAUN.COM
DESIGN@WAGNERZAUN.COM
PROJECTS@WAGNERZAUN.COM

STRUCTURAL ENGINEER:
DANIEL J. ZIMMERMAN
1013 1st Ave. W., Suite 101
Duluth, MN 55808
(218) 733-9995

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, AND REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.

21630
REGISTRATION #
NAME: **DONG ZAUN**
DATE: 6/12/2008
SIGNATURE: *[Signature]*

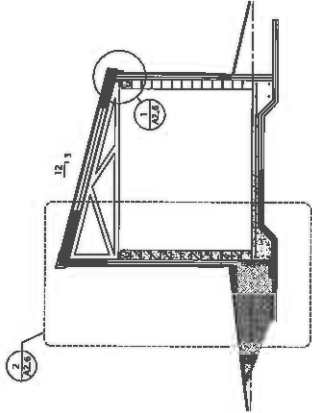
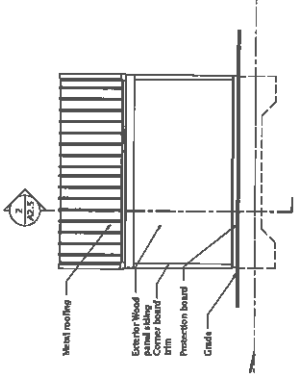
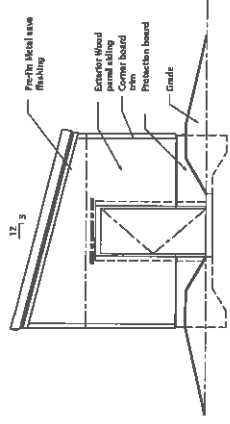
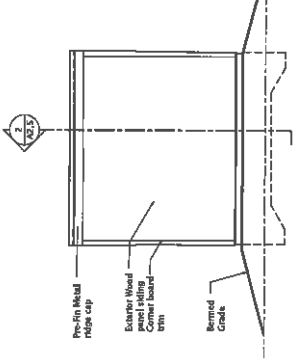
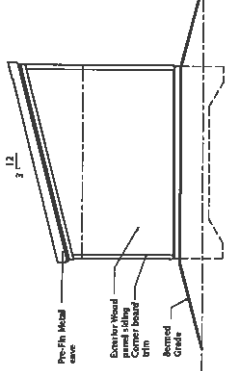
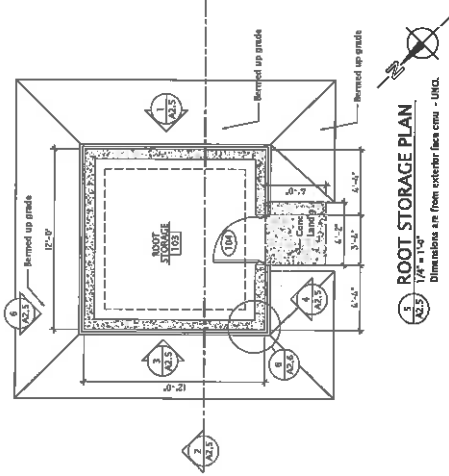
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PROJECT #: 1517
West Duluth Deep Winter Greenhouse
N 45th Ave West and Grand Avenue
Duluth, Minnesota

REVISION/ISSUE
DATE
DATE
DATE

SHEET NAME:
**Root Storage Building
Plan & Elevations**

SHEET #:
A 2.5



[illegible]THE LAWS OF THE STATE OF
MINNESOTA

SIGNATURE _____ DATE X / X / XXXX

THIS LINE WILL BE 2" LONG

100

SHEET NAME:

NOVA
S.A. - A SPINOFF OF

174

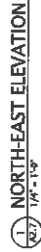




EXHIBIT C
Public Administration Department
Parks and Recreation Division

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

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.

☐ 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**

EXHIBIT D
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:	Date of birth:	
		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:
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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

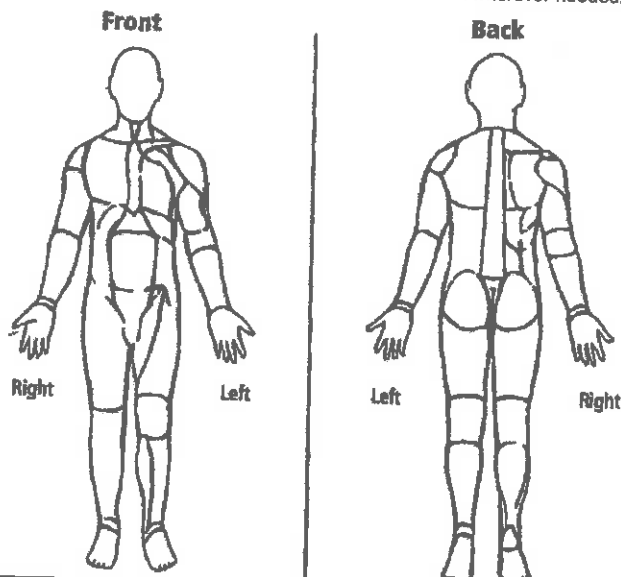
- ☐ Slip and fall
- ☐ Struck by equipment
- ☐ Lifting or moving
- ☐ Caught (in, on, or between)
- ☐ Needle puncture
- ☐ Object in eye (☐ Right ☐ Left)
- ☐ Repetitive/overuse
- ☐ Other (specify): _____

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: _____

☐ Driver ☐ Passenger ☐ Other

Owner address: _____

Owner phone number: _____

Vehicle license #: _____

Make/Model: _____

Color: _____

Year: _____

Describe damage: _____

Weather conditions:

- ☐ Clear ☐ Wind
- ☐ Rain ☐ Cloudy
- ☐ Fog ☐ Sleet
- ☐ Snow

Roadway conditions:

- ☐ Dry ☐ Mud
- ☐ Wet ☐ Paved
- ☐ Snow ☐ Unpaved
- ☐ Ice

Light conditions:

- ☐ Night
- ☐ Day
- ☐ Good
- ☐ Poor

Approximate temperature: _____ °F

Estimated speed: _____ mph

Vehicle: ☐ Loaded ☐ Empty

What was load: _____

Drug and/or alcohol test? ☐ Yes ☐ No ☐ 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: _____