

EXHIBIT A

CENTRAL HILLSIDE CENTER OFFICE SPACE LEASE AGREEMENT CITY OF DULUTH AND ARROWHEAD ECONOMIC OPPORTUNITY AGENCY

THIS AGREEMENT is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (“City”), and the ARROWHEAD ECONOMIC OPPORTUNITY AGENCY, a Minnesota 501(c)(3) non-profit corporation (“Agency”).

WHEREAS, the City owns the Central Hillside Center building, together with the adjoining real estate, various fixtures, and personal property contained therein, located at the street address of 12 East 4th Street, Duluth, Minnesota 55805 (“Center”); and

WHEREAS, Agency is a non-profit corporation duly organized and existing under the laws of the State of Minnesota; and

WHEREAS, Agency's Mission (“Mission”) is to strengthen communities by providing opportunities for people experiencing social and economic challenges; and

WHEREAS, Agency desires to lease office space at Center for the advancement of its Mission and related services to the community further described on Exhibit B attached hereto and incorporated by reference as “Services”)

WHEREAS, the City desires to lease to the Agency office space at Center as described herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, both parties agree as follows:

A. LEASED SPACE.

1. Agency shall have exclusive use of Office B (#003) and Office B.I (#003.1) of the Center. Agency may have non-exclusive use of the common areas of the Center, defined as the hallways, restrooms, and conference rooms. However, use of the conference rooms must be approved by One Roof Community Housing, management agent for the Center (“Manager”), pursuant to policies further-described in Article A(3) below. The exclusive and non-exclusive leased space shall be collectively referred to as the “Premises.”, and is further described and depicted in Exhibit A attached hereto and incorporated by reference into this Agreement. Agency accepts the Premises, Center, adjoining real estate, and equipment on and inside Center and Premises “as is” in its present physical condition. The City makes no warranties or representations, express or implied, that the Center, adjoining real estate, and equipment on and inside Center and Premises are suitable for any purpose.

2. Agency may only use Premises for its Services.

3. Agency must obtain prior written approval from Manager for each use of Premises conference rooms. All requests shall be made in accordance with the current rental policies established by Manager, which are subject to unilateral change by Manager during this Agreement. Use is subject to availability, and Agency is not guaranteed priority of its requests. Manager reserves the exclusive right to cancel and/or reschedule Agency's use of Premises conference room(s) should an unforeseen scheduling conflict arise. All meetings and events held in the Premises conference rooms must follow this criteria:

- a. The meeting or event must be directly related to the Agency's Services
- b. At least one designated keyholder of Agency (person who was directly assigned a key from City Property and Facilities Management) must be present for the entire duration of the event or meeting occurring at Premises.
- c. Agency shall follow all security measures, criteria, and protocol established by Manager, who may unilaterally change said security measures, criteria, and protocol during this Agreement.

B. TERM OF AGREEMENT.

The term of this Agreement shall be three years. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on April 1, 2016, and expire on March 31, 2019, unless terminated early as provided for herein.

C. LEASE FEE.

Partial consideration by Agency for this Agreement shall be the public benefit provided by Agency's Services. Therefore, the City agrees to a reduced lease fee downward from the City's current calculated lease market price of \$14.00 per square foot. Agency shall pay One Hundred Thirty-five Dollars and 62/100ths (\$135.62) per month (310 sq. ft. at \$5.25/sq. ft., \$1,627.50 per year) for the first year of this agreement. Thereafter, rent shall increase five percent (5%) during each year of this Agreement.

Full lease payments shall be due and payable on or before the first day of each calendar month. Payments shall be mailed or delivered to the City Treasurer, Room 105 City Hall, 411 West 1st Street, Duluth, Minnesota 55802. Lease proceeds shall be deposited in Fund 110-121-1222-4622 (General Fund, Public Administration, Facilities Management, Rent of Buildings).

D. OPERATION AND MAINTENANCE.

1. Agency shall maintain the Premises in a safe and clean manner at all times, including cleaning of interior windows of its exclusive leased space. Agency shall remove and properly dispose of all litter and waste into Center trash and recycling containers designated

and/or provided by Manager and/or City. Agency agrees to comply with the City's recycling requirements established by the City's Energy Coordinator, which are subject to unilateral change by City during this Agreement.

2. Agency shall keep and maintain the Premises in good order, condition, and state of repair.

3. Agency shall be responsible for maintaining its own equipment in a safe, legal, and properly maintained manner at Agency's sole expense. Agency shall prohibit the use of any unsafe, illegal, or deficient equipment on Premises.

4. Agency shall solely be responsible for any losses or damages caused by Agency, including its employees, agents, volunteers, or program participants, to the Premises, Center, or to any City equipment.

5. Agency shall not make structural changes to the Premises or Center without written authorization from Manager and/or City.

6. Agency agrees and understands that the Premises is a public facility and, accordingly, will limit its activities within the area to allow the general public the use of the common areas and conference rooms, except when Agency has reserved the Premises conference rooms per Section A.3. above, for its exclusive use.

Agency is solely responsible for storage, theft, and/or vandalism of Premises and personal property, equipment, tools, and machinery.

E. LIMITS OF USE.

Agency shall only use Premises for its Services.

F. INDEPENDENT RELATIONSHIP.

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Agency as an agent, representative, or employee 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. Agency shall not be considered an employee of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Agency while so engaged and any and all claims whatsoever on behalf of Agency 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. Agency 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.

G. RECORDS RETENTION.

Agency agrees to maintain all Premises and Services records during this Agreement and for six (6) years after its termination or expiration.

H. INSURANCE.

1. Agency shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Premises. A Comprehensive General Liability Insurance policy shall be maintained in force by Agency throughout the life of this agreement in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all Agency activities occurring on or within the Premises whether said activities are performed by employees or agents under contract to Agency. Such policy of insurance shall be approved by the City Attorney and shall contain a condition that it may not be cancelled without thirty (30) days' written notice to the City. The City shall be named as an additional insured on said policy of insurance required by this paragraph.

2. Agency shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.

3. Agency shall provide to City Certificates of Insurance evidencing such coverage with 30-day notice of cancellation, non-renewal, or material change provisions included. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the Agency's interests and liabilities.

4. The City reserves the right to require Agency 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.

5. The City does not intend to waive any legal immunities, defenses, or liability limits that maybe available.

6. When using the "Accord" Certificate form cancellation provisions, the words "endeavor to" on- Line 2 must be deleted. As an additional insured under the contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage." The City of Duluth is an additional insured not subject to the "other insurance" condition or other policy terms which conflict with the agreement between the named insured and the City of Duluth.

7. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, then it must be a pre-2004 edition.

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

I. HOLD HARMLESS AND INDEMNIFICATION.

1. Agency hereby 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 Agency, 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 Agency arising out of, related to or associated with the use, management, maintenance or operation of the premises by Agency or performance of its obligations under this Agreement.

2. Agency will indemnify the City for any damage to any City property on the Premises and Center caused by Agency, its agents, volunteers, employees, and invitees.

J. GOVERNMENT DATA PRACTICES.

Agency 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 Agency 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 Agency. If Agency receives a request to release the data referred to in this clause, Agency must immediately notify the City and consult with the City as to how Agency should respond to the request. Agency agrees to hold the City, its officers, and employees harmless from any claims resulting from the Agency's unlawful disclosure or use of data protected under state and federal laws.

K. INCIDENT REPORTS.

Agency shall promptly notify the Manager and City's Property and Facilities Manager in writing of any incident of injury or loss or damage to the property of City or any Agency's participants or invitees occurring on or within Center and Premises during this Agreement. 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 and incorporated by reference into this Agreement as Exhibit C.

L. COMPLIANCE WITH LAWS.

1. Agency shall make its Services 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 the Center and/or Premises.

2. Agency shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Premises.

3. Agency shall procure at its sole expense all licenses and permits necessary for carrying out the provisions of this Agreement.

4. Agency's Services conducted on the Premises shall be in compliance with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

M. COMMUNICATIONS.

The parties agree that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.

N. NOTICES.

Unless otherwise provided herein, notice to the City or Agency shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth 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: Property and Facilities Manager
1532 W. Michigan St.
Duluth, Minnesota 55806

Arrowhead Economic Opportunity Agency
Attn: Dave Johnson
12 East 4th Street
Duluth, Minnesota 55805
(218) 735-6818

O. CITY ACCESS.

1. Agency shall permit the City and Manager, and their designees, to access and inspect the Premises at any time. Agency shall not change the locks or otherwise prohibit or inhibit City or Manager access to any portion of the Premises.

2. City Properties and Facilities Management shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution.

Agency shall comply with City's Key Control Policy, a copy of which shall be provided to Agency, and is subject to unilateral change by City during this Agreement.

3. Agency shall not make copies of Premises keys. All keys shall be promptly returned to the City's Property & Facilities Manager upon termination or expiration of this Agreement.

P. SMOKING, TOBACCO, & ALCOHOL USE PROHIBITED.

No smoking, tobacco, or alcohol use is allowed on Premises.

Q. TERMINATION OR EXPIRATION OF AGREEMENT.

1. **GENERAL PROVISIONS.** 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, acts of God excepted. All personal property remaining on Premises upon termination or expiration of Agreement shall become exclusive property of City.

2. **WITHOUT CAUSE.** This Agreement may be terminated without cause by City by serving at least thirty (30) days' written notice upon Agency.

3. **FOR CAUSE.**

- a. City may unilaterally terminate or suspend this Agreement immediately if City believes in good faith that the health, welfare or safety of Premises occupants or neighbors would be placed in immediate jeopardy by the continuation Agency's operations.
- b. City may terminate this Agreement immediately by serving written notice to Agency if City determines Agency has or is violating any term of this Agreement. City shall provide to Agency written notice of such violation or default and shall allow Agency thirty (30) days within which to cure or remedy any violations or defaults set forth therein. If such violation or default is not cured or remedied within thirty (30) days, then the City may terminate this Agreement immediately by serving notice to Agency. In the event of default by Agency, City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to Agency, may remove all persons and property from the Premises. All personal property remaining on Premises shall become exclusive property of City.
- c. Should City elect to reenter, this Agreement shall be deemed terminated; provided, however, that City shall be entitled as against Agency to the measure of damages provided by law, namely the difference between the rent for the balance of the term of this Agreement following the day of reentry and the lease fee(s)

City receives during that period from any subsequent tenant of the Premises. City shall in such event have no obligation to relet the Premises.

- d. City may, in addition to any other remedy it may have, recover from Agency all damages incurred by reason of the breach, including the cost of recovering the Premises.

R. ALTERATIONS AND IMPROVEMENTS.

1. Agency may, at its sole cost and expense, make suitable improvements or alterations to the Premises upon advance written approval from the City's Architect. 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, Agency 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 D. 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 Codes.

2. Agency agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Premises, Agency 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 any construction hereunder.

S. GENERAL PROVISIONS.

1. Prior to execution of this Agreement by the City, Agency shall provide evidence that it is an entity legally capable of entering into obligations of a contract and it is a non-profit organization currently in good standing with the Minnesota Secretary of State.

2. The Premises is a multi-use area requiring the cooperation of all users. This cooperation includes ingress and egress, amenities, and related improvements. Agency acknowledges that Manager shall ultimately determine the appropriate use of the site and/or improvements and shall prevail in any disputes between user groups.

3. The rights of Agency to occupy, use, and maintain said Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

4. The waiver by the City or Agency 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.

5. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

6. Agency agrees that it shall neither assign nor transfer any rights or obligations under this Agreement.

7. 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.

8. 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 hereto.

CITY OF DULUTH

**ARROWHEAD ECONOMIC
OPPORTUNITY AGENCY**

By: _____
Mayor

By:  _____

Printed Name: DAVID M. JOHNSON

Attest: _____
City Clerk

Its: Weatherization/Rehab Manager

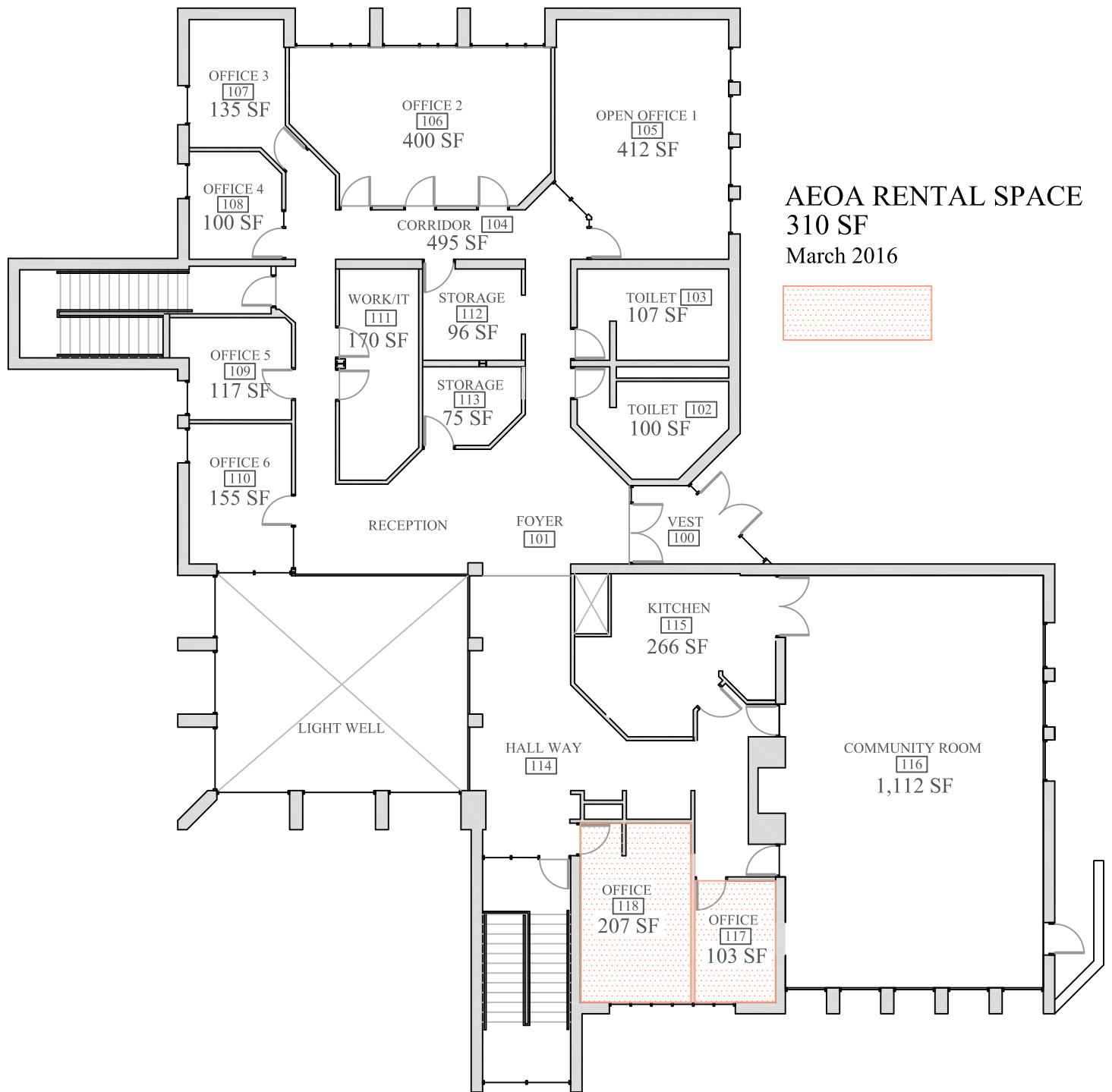
Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney



CENTRAL HILLSIDE BUILDING UPPER LEVEL FLOOR PLAN

EXHIBIT B

AEOA Description of Services

Central Hillside Center Office Space

Energy Assistance Program

Availability:

Cook, Lake, and St. Louis counties, including the City of Duluth, and Grand Portage Reservation.

Program Description:

Provides financial grants to be used towards energy costs for residential heating bills. Additional funds are available for crisis situations and energy-related repairs. Information on energy conservation practices is also available.

Weatherization Assistance Program

Availability:

Services are available to income-eligible homeowners of Cook, Lake, and St. Louis Counties; including the City of Duluth.

Program Description:

Our highly qualified energy Auditors evaluate your house and then experienced and skilled Work Crews will complete improvements to reduce heating costs. Services are free for low-income households who qualify.

Conservation Improvement Programs

Availability:

Services are available to income-eligible homeowners of Cook, Lake, and St. Louis Counties; including the City of Duluth.

Program Description:

Our highly qualified energy Auditors evaluate your house and then complete energy saving measures to reduce Electrical costs. CFL Light Bulbs, Low Flow shower Heads are some examples. Services are free for low-income households who qualify.

Current Energy Partners Include: Minnesota Power, Lake Country Power, Co-op Light and Power, and Arrowhead Cooperatives.

Arrowhead Weather

Availability:

Services are available to homeowners of Cook, Lake, and St. Louis Counties; including the City of Duluth.

Program Description:

Our highly qualified Weatherization crews perform construction, remodeling, and insulating services on a fee for service basis.

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.

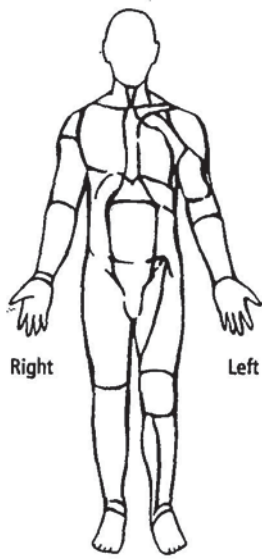
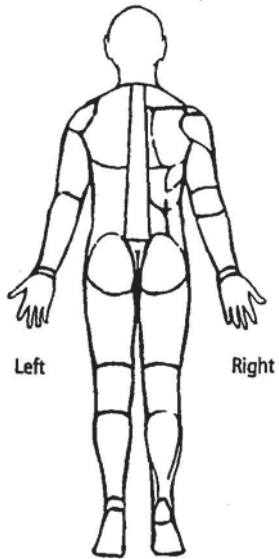
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury 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

<p>CAUSE</p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p>TYPE OF INJURY</p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;">MARK AREAS OF INJURY BELOW:</p> <p style="text-align: center; font-size: small;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;"> <p>Front</p>  <p>Right Left</p> </div> <div style="text-align: center;"> <p>Back</p>  <p>Left Right</p> </div> </div>
---	--

COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE						
<p>For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.</p> <p>Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)</p>						
Incident Location: _____			Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.			
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> 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:					
<p>Weather conditions:</p> <p><input type="checkbox"/> Clear <input type="checkbox"/> Wind</p> <p><input type="checkbox"/> Rain <input type="checkbox"/> Cloudy</p> <p><input type="checkbox"/> Fog <input type="checkbox"/> Sleet</p> <p><input type="checkbox"/> Snow</p>		<p>Roadway conditions:</p> <p><input type="checkbox"/> Dry <input type="checkbox"/> Mud</p> <p><input type="checkbox"/> Wet <input type="checkbox"/> Paved</p> <p><input type="checkbox"/> Snow <input type="checkbox"/> Unpaved</p> <p><input type="checkbox"/> Ice</p>		<p>Light conditions:</p> <p><input type="checkbox"/> Night</p> <p><input type="checkbox"/> Day</p> <p><input type="checkbox"/> Good</p> <p><input type="checkbox"/> Poor</p>		<p>Approximate temperature: _____ °F</p> <p>Estimated speed: _____ mph</p> <p>Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty</p> <p>What was load: _____</p> <p>Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>

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



October 20, 2015

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 respond to 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. At any point in the process, Property and Facilities Management can be contacted to respond to questions or concerns.

The intent of this process is to expedite the decision making process, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and 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 Tari Rayala at 218-730-4434.

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.

APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Neighborhood:

Email:

Primary Phone:

Secondary Phone:

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:

**TARI RAYALA
CITY OF DULUTH - ARCHITECT
PROPERTY & FACILITIES MANAGEMENT
1532 W MICHIGAN STREET
DULUTH, MN 55806
TRAYALA@DULUTHMN.GOV
(218) 730-4434**





CITY OF DULUTH – PROJECT PROPOSAL REQUEST FORM (cont'd/addt'l information)

