

**OBSERVATION COMMUNITY CENTER
LEASE AND OPERATIONS AGREEMENT
BY AND BETWEEN
THE CITY OF DULUTH AND
JUNGLE BOY BOXING GYM**

THIS AGREEMENT (this “Agreement”) is by and between the CITY OF DULUTH, a municipal corporation organized and existing under the laws of the State of Minnesota, (the “City”) and JUNGLE BOY BOXING GYM, a Minnesota non-profit corporation (“Jungle Boy”). The City and Jungle Boy are collectively referred to in this Agreement as the “Parties.”

WHEREAS, the City owns the Observation Community Center, together with adjoining land, various fixtures and personal property contained therein, located at 914 W. Third Street, Duluth, Minnesota 55806 (collectively, the “Community Center”); and

WHEREAS, Jungle Boy provides boxing opportunities to youth in the community through teaching skill development and creating personal fitness and behavior goals (the “Boxing Program”); and

WHEREAS, Jungle Boy desires to lease and operate a portion of the Community Center to operate the Boxing Program and provide related services to the Duluth community (as further described in the Program Description attached as Exhibit A, referred to in this Agreement collectively as the “Services”); and

WHEREAS, the City desires to lease a portion of the Community Center to Jungle Boy for Jungle Boy’s use and operation thereof, and so that Jungle Boy can provide the Services.

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

I. Leased Premises.

A. The City leases to Jungle Boy, on the terms set forth in this Agreement, the “Leased Premises,” which includes exclusive use and possession (except as set forth in this Agreement as to use by the public) of that portion of the Community Center outlined in red on the attached Exhibit B, including the building located at the Community Center (the “Building”). Jungle Boy’s use of the Leased Premises shall be limited to providing the Services.

B. Jungle Boy acknowledges and understands that the Community Center is a public park that requires the cooperation of all users and coordination of activities. This cooperation includes ingress and egress and use of amenities and related improvements. The City’s Property and Facilities Manager, or their designee (the “Manager”) shall ultimately determine the appropriate use of the Community Center and shall decide any disputes between Jungle Boy and any other users of the Community Center.

C. Jungle Boy is taking the Leased Premises “as is,” in its present physical condition, and the City makes no warranty, either express or implied, that the Community Center or the Leased Premises are suitable for any purpose, including the Services. The City is not obligated to make any alterations or improvements on or to the Leased Premises, or to provide any maintenance of the Leased Premises except as expressly required by Section VI below.

D. Regardless of the start of the Term (defined below), Jungle Boy shall not open the Leased Premises to the public or for the Programming until the City has approved the Safety and Operations Plan (defined below), and then shall open and operate the Leased Premises consistent with the Safety and Operations Plan.

II. Rent.

A. Jungle Boy shall pay monthly rent, in advance, in the amount of Two Hundred Fifty and no/100ths Dollars (\$250.00) for the first 12 months of this Agreement. Each year during the Term (defined below), on the anniversary date of this Agreement (June 1, 2021 and June 1, 2022), the monthly rent payment shall increase by five percent (5%) from the then-current rent amount. The City shall apply a rent credit to Jungle Boy’s rent obligation under this Agreement in the amount of \$466.80, which shall be credited towards the first and second rent payments due under this Agreement.

B. Jungle Boy acknowledges that the City is leasing the Leased Premises to Jungle Boy at a reduced rate because of the improved value of the Leased Premises and the public benefit of the Services. This reduced rate is specifically conditioned upon Jungle Boy’s continuation of the Services throughout the Term.

C. All rent shall be due and payable on or before the first day of each month. All payments made to the City shall be mailed to the City Treasurer, Room 105 City Hall, 411 W. 1st Street, Duluth, MN 55802. Lease proceeds shall be deposited in Fund 110-121-1222- 4622 (General, Public Administration, Property and Facilities Management, Rent of Buildings).

III. Term and Termination.

A. Term.

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall be deemed to commence on June 1, 2020, and shall expire on the end of the day on May 31, 2023, unless earlier terminated (the “Term”).

B. Termination.

1. Abandonment. The City may terminate this Agreement with thirty (30) days written notice to Jungle Boy if the City determines that Jungle Boy has abandoned the Leased Premises or has stopped providing the Services on the Leased Premises, or both.

2. For Cause. The City may terminate this Agreement for the material breach by Jungle Boy of any provision of this Agreement if such breach is not cured to the satisfaction of the City within thirty (30) 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 necessary actions to remedy the breach. If Jungle Boy fails to cure the breach as required by the notice prior to the expiration of the thirty (30) day notice, this Agreement shall automatically terminate.

3. Without Cause. This Agreement may be terminated without cause by either party by serving at least sixty (60) days' written notice upon the other party.

4. Immediately. The City may terminate or suspend this Agreement immediately if (i) the City believes in good faith that the health, welfare or safety of the Community Center or the Leased Premises, or occupants, users or neighbors would be placed in immediate jeopardy by the continuation of Jungle Boy's operations on the Leased Premises; or (ii) if repairs or equipment replacement at the Leased Premises is necessary, in the City's sole discretion, and the City declines to undertake such repairs or replacement.

C. Surrender Possession.

1. Upon termination or expiration of this Agreement, whichever occurs first, Jungle Boy agrees to surrender possession of the Leased Premises to the City in as good condition and state of repair as the Leased Premises were in at the time Jungle Boy took possession, normal wear and tear and damage from the elements excepted. Jungle Boy shall restore the Leased Premises to its original condition at the time of execution of this Agreement, normal wear and tear and damage from the elements excepted, or, upon demand, pay to the City the reasonable costs incurred by the City to restore the Leased Premises as required by this Agreement.

2. Prior to expiration of the Term or within fourteen (14) days of early termination, whichever occurs first, Jungle Boy may remove its personal property from the Leased Premises. The removed personal property shall remain exclusive property of Jungle Boy.

3. All personal property remaining at the Leased Premises upon expiration of the Term or fourteen (14) days after early termination, whichever occurs first, shall become exclusive property of City.

V. Operation & Maintenance.

A. Jungle Boy shall be solely responsible for managing its use and the public's use of the Leased Premises. Jungle Boy's responsibilities shall include, but not be limited to, the following:

1. Operate the Boxing Program according to established and accepted training, coaching and safety standards. The primary hours of operation will be from 4:00 p.m. to 6:00 p.m. on Mondays through Thursdays, with additional hours, days, and programming to be added subject to the approval of the Manager. Jungle Boy may charge reasonable fees for its Services and retain the fees. The Boxing Program must be properly supervised by a competent adult boxing instructor at all times of operation.

2. To the extent possible under the Safety and Operations Plan, provide a space where the public will be welcome within the Building and a "viewing area" will be available for the purposes of observing the Boxing Program.

3. To the extent possible under the Safety and Operations Plan, ensure that during the hours the Building is open, the public will be allowed reasonable access to the bathroom facilities in the Building. Jungle Boy will ensure that appropriate precautions are taken so that the public is not exposed to risk of injury while on the Leased Premises.
4. Maintain, at its sole expense, the Leased Premises in good order and condition and state of repair, normal wear and tear excepted, including cleaning of interior windows of the Leased Premises.
5. Provide, at its sole expense, those items required for daily operation, maintenance and cleaning of the Leased Premises, including but not limited to, interior light bulbs, paper products, plastic products (e.g., garbage bags), program equipment and supplies, minor repairs, etc. so as to maintain the Leased Premises in good order and condition and state of repair, normal wear and tear excepted.
6. Remove snow and ice and provide anti-slip treatment on all sidewalks and pathways servicing and adjoining the Leased Premises and the Community Center in a timely manner.
7. Provide and promptly pay, at its sole expense, for all utilities and services to the Leased Premises, including but not limited to: electric, heat, water, sewer and garbage pick-up. Jungle Boy shall also be responsible for wireless internet service and any telephone lines and telephones if it chooses to have such services at the Leased Premises.
8. Remove all litter or other waste and properly dispose and recycle the same into the proper waste disposal and recycling containers.
9. Keep the Leased Premises free from rodents, insects, and other pests. The City may require Jungle Boy to contract with a pest exterminating contractor to exterminate as may be necessary and as may be directed by the City. The sole cost and expense of this service shall be the responsibility and obligation of Jungle Boy. In addition, the City may pay a pest exterminating contractor on behalf of Jungle Boy and immediately collect the same from Jungle Boy, or reduce any amount owed to Jungle Boy by the City pursuant to this Agreement.
10. Comply with the City's verbal and written guidelines and instructions relating to recycling, energy efficiency, and maintenance applicable to the Leased Premises, which written guidelines and instructions may be electronically provided by the City. Jungle Boy may have appliances in the Building only with the Manager's prior written approval. Any appliance in the Building must be energy star certified.
11. Maintain its own equipment in a safe and properly maintained manner at Jungle Boy's sole expense and prohibit the use of any unsafe or unmaintained equipment at the Leased Premises.
12. Provide, at its sole expense, all staff, equipment, and cleaning supplies necessary to carry out the provisions of this Agreement.

13. Prohibit smoking and use of tobacco products, alcohol, and illegal drugs at the Leased Premises by any person.

14. Promptly notify the City of any maintenance or major repair work needed at the Leased Premises and immediately take actions to maintain the public safety, avoid injury to persons and limit damage to the Leased Premises, including but not limited to, bed bugs or roaches, property damage, major accident or death, flooding or leaking (water, gas, etc.), environmental crisis (pollutants, electrical lines down, gas leak, chemical release, flooding, or other serious issues), and any property/physical building emergencies not otherwise listed. Jungle Boy acknowledges that the City (i) does not intend to undertake any major repairs or equipment replacement or repair at the Leased Premises; and (ii) intends to close the Leased Premises and terminate this Agreement in the event major repairs or equipment replacement at the Leased Premises are necessary.

15. Submit a written safety and operations plan (the “Safety and Operations Plan”) to the Manager for approval prior to operating in the Leased Premises, which plan shall outline specific processes and procedures to ensure the health, safety, and welfare of participants of the Programming, the public and Jungle Boy’s staff and volunteers, including but not limited to cleaning and sanitization of the Leased Premises. Notwithstanding the Term, Jungle Boy may not use the Leased Premises until the Safety and Operations Plan has been approved by the Manager. The Safety and Operations Plan shall be updated during the Term at the City’s request.

16. Manage, oversee, and supervise the rentals of the Leased Premises, which duties include:

a. Schedule recreational and community events and programs (each an “Event”). Jungle Boy may rent any portion of the Building to private groups, clubs or parties and may, at its discretion, charge a rental fee and/or require a deposit. The rental fee for each Event shall be comparable to rental prices charged under similar circumstances in the community. Jungle Boy shall have the right to retain all rental fees. All rentals shall be documented by a written rental agreement, which form of rental agreement must be in form acceptable to the City Attorney and approved prior to its use by Jungle Boy. A schedule of rental fees for the use of the Building shall be created by Jungle Boy and submitted to the Manager for approval prior to becoming effective, which approval shall not be unreasonably withheld or delayed.

b. Maintain a master calendar (“Master Calendar”) of all scheduled Events. An up to date version of the Master Calendar shall be provided to the Manager on or before the 1st day of each month or upon request during the Term.

c. Collect the rental fees and deposits, if applicable. All fees and deposits shall be separately managed and/or accounted for by Jungle Boy in order to identify funds received or expended in the operation and maintenance of the Leased Premises.

d. Ensure renters and user groups’ compliance with all rules and laws.

B. Jungle Boy shall be responsible for any losses or damages whatsoever caused by the negligence or intentional act of Jungle Boy, or its employees, agents, Services participants, volunteers, or invitees to the Leased Premises or to any of the City's personal property or fixtures.

C. Jungle Boy shall follow all of the City's written and unwritten policies, procedures, and instructions regarding premises and/or building safety and security, including, but not limited to, securing exterior doors. Jungle Boy shall immediately report any safety or security issues or concerns to the City's Police Department and the Manager.

VI. City Responsibilities.

A. As the City's budget allows and in accordance with the City's schedule for parks and green space grounds maintenance, the City will perform mowing and related grounds maintenance at the Community Center. The frequency of the City's mowing and grounds maintenance at the Community Center shall be in the City's sole discretion.

B. The City may, at its discretion, undertake major repairs to the Leased Premises and/or fixtures or repairs requiring a licensed or skilled tradesperson.

VII. Access.

A. The City shall have unlimited access to the Leased Premises during the Term for the purposes of inspection and to ensure Jungle Boy's compliance with this Agreement. Except in the case of an emergency, the City shall provide Jungle Boy with reasonable notice prior to accessing the Leased Premises. Jungle Boy shall not change the locks or otherwise prohibit or inhibit the City's access to any portion of the Leased Premises.

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

C. Jungle Boy shall not make copies of keys for the Leased Premises. All keys shall be promptly returned to the Manager upon termination or expiration of this Agreement.

VIII. Alterations or Improvements.

A. Jungle Boy may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises only upon advance written approval from the City, which approval may be given or withheld in the City's sole discretion. All such improvements or alterations (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, Jungle Boy shall submit to the City a Project Proposal Request along with detailed plans. A copy of the City's form of Project Proposal Request is attached as Exhibit C. 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 all applicable laws.

B. Not less than thirty (30) days prior to commencement of any construction, alteration or improvement to the Leased Premises, Jungle Boy will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance is subject to the approval of the City's Claims Investigator and Adjuster, which must be obtained before the commencement of any construction hereunder.

IX. Insurance and Indemnification.

A. During the Term, Jungle Boy shall maintain such insurance coverage as required by this Agreement and as will protect Jungle Boy and the City against risk of loss or damage to the Leased Premises and against claims that may arise or result from the lease, maintenance and operation of the Leased Premises during the Term. Jungle Boy 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 by 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 City), Jungle Boy shall provide the City with Certificates of Insurance evidencing the insurance required by this Agreement. The insurance policies shall be subject to approval 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. Jungle Boy 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 Jungle Boy 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 Jungle Boy's interests and liabilities.

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

E. Jungle Boy 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 Jungle Boy, 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 Jungle Boy, arising out of, related to or associated with the lease, maintenance or operation of the Leased Premises by Jungle Boy or performance of its obligations under this Agreement.

X. Financials, Reporting, and Records Retention.

A. Jungle Boy acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all of Jungle Boy books, records, documents, and accounting procedures and practices related to the operation and maintenance of the Leased Premises 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, Jungle Boy shall provide all requested books, records, documents, and accounting procedures and practices related to the operation and maintenance of the Leased Premises.

B. Jungle Boy shall maintain all records relating to the Services and the Leased Premises during the Term and for six (6) years after the termination, cancellation, or expiration of this Agreement.

C. Jungle Boy shall file with the City Auditor an annual itemized statement showing all Jungle Boy income and expenses related to the lease, operation and maintenance of the Leased Premises. The statement shall be filed not later than May 1 of each year this Agreement remains in effect and shall include all required financial information from the previous year. The statement shall also include a designation of the official contact person responsible for the administration of this Agreement along with that person's address and phone numbers. A current copy of Jungle Boy's Bylaws and Articles of Incorporation shall be provided to the City before this Agreement takes effect, and Jungle Boy shall provide the City with updated copies if said documents change during the Term.

XI. Independent Relationship.

A. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the Parties or of constituting Jungle Boy 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.

B. Jungle Boy 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 Jungle Boy's employees or agents while so engaged shall in no way be the responsibility of the City.

XII. No Assignment Allowed.

Jungle Boy shall not in any way assign or transfer its rights or interests under this Agreement or sublet the Leased Premises or any portion thereof, except for an Event as described in Section V. above.

XIII. Laws, Rules, and Regulations.

A. Jungle Boy shall make the 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 lease, operation or maintenance of the Leased Premises.

B. Jungle Boy shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Leased Premises.

C. Jungle Boy shall operate the Leased Premises in compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

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

XIV. Taxes.

Jungle Boy shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Jungle Boy's lease or operation of the Leased Premises, including real property and sales taxes, if applicable. It is further agreed that City may pay the same on behalf of Jungle Boy and immediately collect the same from Jungle Boy, or reduce any amount owed to Jungle Boy by City pursuant to this Agreement. Jungle Boy 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.

XV. Government Data Practices.

A. Jungle Boy 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 Jungle Boy under this Agreement.

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

XVI. 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.

XVII. No Third Party Rights.

This Agreement is to be construed and understood solely as an agreement between the Parties 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 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, may be waived at any time by mutual agreement between the Parties.

XVIII. Communications.

The Parties acknowledge 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 this Agreement.

XIX. Notices.

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

Jungle Boy Boxing
Attn: Zach Walters
4 Chester Parkway
Duluth, Minnesota 55805
(218) 940-8927

City of Duluth
Attn: Property and Facilities Manager
1532 W. Michigan Street
Duluth, MN 55806
(218) 730-4430

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 Jungle Boy to lease, occupy, manage, and use the Leased Premises are subject to Jungle Boy's compliance with the undertakings, provisions, covenants, and conditions set forth in this Agreement.

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 this 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.

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 this Agreement did not contain the particular term or provision held to be invalid.

XXIV. 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.

XXV. Incident Reports.

Jungle Boy shall promptly notify the Manager in writing of any incident of injury or loss or damage to the Leased Premises or to any employee, agent, user, participant or invitee occurring on or within the Leased Premises during the Term, except for damage to Jungle Boy'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 as Exhibit D.

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. The exhibits to this Agreement are as follows:

- | | |
|-----------|-------------------------------|
| Exhibit A | Boxing Program Description |
| Exhibit B | Depiction of Leased Premises |
| Exhibit C | Project Proposal Request Form |
| Exhibit D | Incident Report Form |


[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as indicated below.

CITY OF DULUTH

JUNGLE BOY BOXING GYM

By: _____
Mayor

By:  _____

Its: Boxing Coach

ATTEST:

Printed Name: Zach Walters

City Clerk

Dated: 6/10/2020

Dated: _____

Approved as to form:

City Attorney

Countersigned:

City Auditor

EXHIBIT A

To whom it may concern,

I'd like to take a moment to share about Jungle Boy Boxing Gym. We are 501c3 organization dedicate to helping youth through teaching the art of boxing.

The main function of Jungle Boy Boxing Gym is teaching the art of boxing. We want those that come through the gym to learn how to box, enjoy their time in the sport, and stay safe. Boxing is a lot of fun when taught correctly and the health benefits are great.

The gym is open Monday through Thursday in the evenings. The number of boxers in the gym at one time varies, but there are always a good number of kids using the facility. The gym is either full, or packed! The ages of the young people in the gym vary from 6 years old to 20 years old. Most of them are in their mid teens. Over a year's time we'll get roughly 40 different faces come through the gym. Some try boxing and move on while others stick with it longer.

The daily routine at the gym varies in the activity, but follows a basic template of warm up exercises, skills, and then strength exercises in the end. Here's an example of a day at the gym. Doors open at 3:45 or so and boxers start to arrive depending on when they get done with school. At 4:00 we start with the agility ladder and go through 20 or so footwork routines to get warmed up. From there we change to 3 sets of 50 pushups, 3 set of 100 squats, and 3 sets of 10 pull-ups. After that the boxers get their hands wrapped up for boxing. We start with shadow boxing (punching the air) where boxers work on footwork and punching combinations. There three coaches there and during this time the boxers are critiqued on their form and boxing techniques. After 4 rounds of shadowboxing the boxers are divided into groups depending on their experience levels. Some will hit the various punching bags, spend time on the focus mitts with the coaches, do offence-defense punching drills, or get some rounds of sparring. During this time the coaches circulate the gym to make sure the boxers are using correct form and application of the punches. Sparring is used sparingly and only for the experienced boxers with competition coming up. After about 45 minutes of this portion we transition the boxers back to group exercises. This will be the last 20 minutes or so of training. The focus here is core strength along with more pushups and squats. The days are always different, but this is a good example of a typical day at the gym. The boxers are pushed hard to surpass their self imposed limitations. It's amazing to see the effect of a kid that starts to believe in himself.

There is more to our boxing program than just boxing though. We want to do our part to keep youth away from lure and snares of drugs and delinquency. At some point in life, kids will become aware of these temptations and it's important that they have a back bone of self confidence to steer away from peer pressures. In some cases young people come into the gym that have already been down a rough road and we help break them away from that life by showing them a better way to live. We teach kids the benefits of healthy living, diet, and nutrition. We also stress the importance of respecting others and living with discipline. The sport builds self confidence and teaches the rewards of hard work. Boxing has helped change the lives of countless youth over the years. Not all that box at Jungle Boy Boxing Gym will become champions, but after being involved with the program they will learn to value hard work and hopefully become better people.

Thanks for taking time to read about my boxing program. If you would like to reach me you can stop by the gym at any time to check things out or give me a call on my cell.

Sincerely,

Zach Walters
Jungle Boy Boxing Gym Head Coach
Cell: 218-940-8927



The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

EXHIBIT B LEASED PREMISES

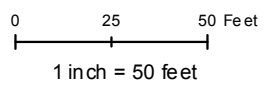


photo date: 2016
Printed: 4/13/2017





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



April 9, 2019

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 Parks and Recreation as the City entity that will: (1) accept and review all submitted parks related Project Proposal Forms; (2) conduct an internal review to determine compatibility with all parks planning documents, industry best practices, and standards set by the Division, (3) pending preliminary approval by parks review staff, forward to appropriate city staff in other divisions, (4) if approved, facilitate the process to project completion. Once your project proposal request is received, staff will initiate the review process, with the intent to provide a response within sixty (60) days.

The intent of this process is to expedite decision making, properly evaluate proposals against existing plans, standards, and uses; 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, Parks and Recreation 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 Jessica Schoonover at (218) 730-4325.

Sincerely,

Jessica Peterson
Parks and Recreation Manager
City of Duluth
411 W First Street
Duluth, MN 55802



Use this form to propose a City of Duluth improvement project on park property. 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 sixty (60) days of submission. **Please submit completed form, along with attached map to: projectproposal@duluthmn.gov.**

APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Park Location:

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 park name, location within park, and GPS coordinates. 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 those reviewing the proposal have 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 park?



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):



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:

JESSICA SCHOONOVER
ADMINISTRATIVE CLERICAL SPECIALIST
CITY OF DULUTH
PARKS AND RECREATION
411 WEST FIRST STREET
DULUTH, MN 55802
projectproposal@duluthmn.gov
(218) 730-4325

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.

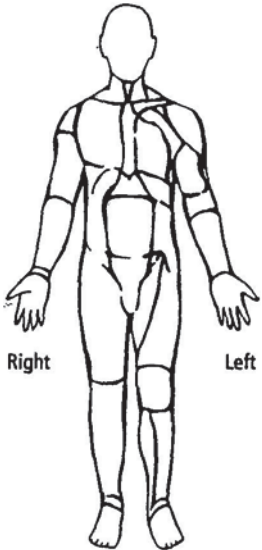
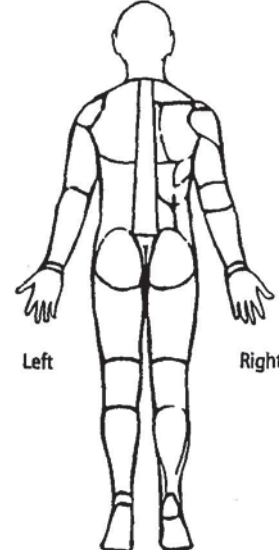
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury 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:
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;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Front</p>  </div> <div style="text-align: center;"> <p>Back</p>  </div> </div>
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COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE				
<p>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)</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:			
Weather conditions:	Roadway conditions:	Light conditions:	Approximate temperature: _____ °F	
<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night	Estimated speed: _____ mph	
<input type="checkbox"/> Rain <input type="checkbox"/> Cloudy	<input type="checkbox"/> Wet <input type="checkbox"/> Paved	<input type="checkbox"/> Day	Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty	
<input type="checkbox"/> Fog <input type="checkbox"/> Sleet	<input type="checkbox"/> Snow <input type="checkbox"/> Unpaved	<input type="checkbox"/> Good	What was load: _____	
<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor	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: _____