

**OFFICE SPACE LICENSE AGREEMENT  
CITY OF DULUTH  
AND  
THE STEWARDSHIP NETWORK**

THIS OFFICE SPACE LICENSE AGREEMENT (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 STEWARDSHIP NETWORK, a Michigan non-profit corporation (“Licensee”).

WHEREAS, City owns City Hall, together with the adjoining real estate, various fixtures, and personal property contained therein, located at 411 W. First Street, Duluth, Minnesota 55802 (“City Hall”); and

WHEREAS, Licensee’s mission is to provide tools, resources, and funding in order to increase the collective regional impact of local conservation efforts (the “Mission”); and

WHEREAS, Licensee received a grant from the National Fish and Wildlife Foundation for the creation of a South St. Louis County Cooperative Weed Management Area to develop and implement an invasive weed management strategy. A portion of the grant funds received will employ a Cooperative Invasive Species Management Area Coordinator Position (the “Position”), which position will facilitate implementation of a multi-partner, multi-county invasive species management strategy in South St. Louis County (the “Services”). A more detailed job description for the Position is attached as Exhibit A; and

WHEREAS, City stated its support of Licensee’s grant application and efforts to create the South St. Louis County Cooperative Weed Management Area in City Council Resolution No. 16-0701; and

WHEREAS, Licensee desires to use desk space at City Hall for the person employed in the Position and to implement the Services; and

WHEREAS, City desires to allow Licensee to use desk space at City Hall as described in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

**A. THE LICENSE.**

1. Subject to the terms and conditions set forth in this Agreement, City grants to Licensee a non-exclusive, revocable license to use one desk within City Hall, which location within City Hall may change from time to time in City’s sole discretion. Licensee shall also have non-exclusive use of the common areas of City Hall, defined as the hallways, restrooms, and conference rooms. The licensed space shall be collectively referred to in this Agreement as the “Premises.”

2. Licensee accepts the Premises and City Hall “as is” in their present physical condition. City makes no warranties or representations, express or implied, that City Hall or the Premises are suitable for any purpose.

3. Licensee may only use the Premises in relation to providing the Services.

4. Licensee must obtain prior written approval from City’s Parks and Recreation Manager, or their designee (the “Parks Manager”) for each use of conference rooms within City Hall. Use of conference rooms is subject to availability, and Licensee is not guaranteed priority of its requests. The Parks Manager reserves the exclusive right to cancel and/or reschedule Licensee’s use of conference room(s) in City Hall should an unforeseen scheduling conflict arise. All meetings and events held at City Hall must be directly related to the Services.

5. Licensee shall follow all rules and regulations applicable to users of City Hall, as they may be amended by City from time to time.

6. The parties acknowledge and agree that this Agreement grants Licensee a license to occupy the Premises, and does not create a landlord and tenant relationship between City and Licensee.

**B. TERM OF AGREEMENT.**

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on June 1, 2020, and shall expire on May 31, 2023, unless terminated early as provided by this Agreement (the “Term”).

**C. LICENSE FEE.**

1. No license fee shall be due under this Agreement. The consideration for the use of the Premises shall instead be the public benefit to City provided by Licensee through the Services, including but not limited to:

- a. The purpose and activities of the Position are consistent with goals identified in City’s St. Louis River Corridor Vision;
- b. The Position increases capacity for City to better coordinate with regional, state and local partners on invasive species control and management; and
- c. The Position is an instrumental resource for City’s staff in the ongoing work around invasive species management and control.

2. Waiver of the license fee for the Premises is specifically conditioned upon Licensee’s continuation of the Services throughout the Term.

3. The right of Licensee to occupy and use the Premises is subject to Licensee's compliance with the provisions, covenants, and conditions of this Agreement.

**D. USE AND MAINTENANCE.**

1. Licensee shall maintain its desk space within the Premises in a safe and clean manner at all times. Licensee shall remove and properly dispose of all litter and waste into City Hall trash and recycling containers designated and/or provided by City. Licensee shall comply with City's recycling requirements.

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

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

4. Licensee shall be solely responsible for any losses or damages caused by Licensee, its employees, agents, volunteers, or program participants, to the Premises, City Hall, or to any of City's personal property.

5. Licensee shall not make improvements or alterations to City Hall, except with the permission of the PFM Manager as provided in Section T. below.

6. Licensee acknowledges that City Hall is a public facility and, accordingly, will limit its activities within City Hall to allow the general public to use City Hall, except when Licensee has reserved conference rooms per Section A.4. above, for its exclusive use.

7. Licensee is solely responsible for storage, theft, and/or vandalism of the Premises and personal property.

**E. TELECOMMUNICATION SERVICES.**

1. Upon request from Licensee, City will provide Licensee with the following telecommunications services (collectively, the "Telecommunications Services") at the following costs:

<b>Service</b>	<b>Fee paid by Licensee</b>
Wireless internet access	No charge for access to City's guest network
Telephone service including dial tone/non-analog/voicemail	\$40.00 per phone/month
Telephone device maintenance	\$5.00 per phone/month
Telephone programming and limited technical phone support	No charge to Licensee

Any funds paid to City by Licensee for the Telecommunications Services shall be deposited into Fund No. 110-121-1107-4320.

2. City will not be liable for any claims or damages resulting from Licensee's failure to meet data security standard best practices or any other regulatory security compliance standards. Licensee acknowledges that it is responsible for all costs associated in meeting network security requirements including having up-to-date virus protection with live monitoring and monthly full scans scheduled on each PC/laptop. City will not be liable for internet hacks or infections to Licensee's equipment. City reserves the right to deny internet access to Licensee due to data security concerns.

3. Licensee may utilize the Telecommunication Services solely for conducting the Services.

4. Fees for the Telecommunication Services are subject to change on June 1 each year during the Term upon written notice to Licensee at least thirty (30) days prior to the fee change. The Telecommunications Services do not include PC/laptop/printer equipment or technical PC/laptop/printer support.

**F. COPY SERVICES.**

Licensee may have limited use, in City's sole discretion, of City's copy services at no charge, which services do not include access to City's printer network.

**G. INTENTIONALLY OMITTED.**

**H. INDEPENDENT RELATIONSHIP.**

Nothing in this Agreement 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 Licensee as an agent, representative, or employee of 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. Licensee and its agents and employees shall not be considered employees of City, and any and

all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota and any and all claims whatsoever on behalf of Licensee arising out of employment or alleged employment, including without limitation, claims of discrimination against City, or its officers, agents, contractors, or employees shall in no way be the responsibility of City. Licensee and its agents, 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 from City.

## **I. RECORDS RETENTION.**

Licensee shall maintain all books, records, documents and data relating to this Agreement during the Term and for six (6) years after termination or expiration of this Agreement. The term "data" shall mean its definition pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

## **J. INSURANCE.**

1. During the Term, Licensee shall have such insurance coverage as will protect Licensee and City against risk of loss or damage to the Premises and any other property of City located or used at the Premises and against claims which may arise or result from the use of the Premises during the Term. Licensee 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 Minnesota and licensed to do business in Minnesota. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the obligations set forth herein, and products – completed operations. Licensee shall provide City with Certificate(s) of Insurance evidencing the required insurance coverage, with 30-day notice of cancellation, non-renewal, or material change provisions included. City does not represent or guarantee that the types or limits of coverage required by this Agreement are adequate to protect Licensee's interests and liabilities. The required insurance policies and certificates shall be in form acceptable to the City Attorney and shall name City as an additional insured. City reserves the right to require Licensee to increase the coverages set forth above and to provide evidence of such increased insurance to reflect the municipal liability limits set forth in Minn. Stat. § 466.04, as amended from time to time.

2. Licensee shall provide City with evidence of Statutory Minnesota Workers' Compensation Insurance.

3. City does not intend to waive any legal immunities, defenses, or liability limits that may be available.

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

**K. HOLD HARMLESS AND INDEMNIFICATION.**

1. Licensee hereby agrees to indemnify, save harmless, and defend 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 City or Licensee, 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 Licensee arising out of, related to or associated with the use of City Hall by Licensee or performance of its obligations under this Agreement.

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

**L. GOVERNMENT DATA PRACTICES.**

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

**M. INCIDENT REPORTS.**

Licensee shall promptly notify the Parks Manager and City's Property and Facilities Manager, or their designee (the "PFM Manager") in writing of any incident of injury or loss or damage to City's property or any of Licensee's participants or invitees occurring on or within City Hall. Such written report shall be in a form acceptable to City's Claims Investigator and Adjuster. A copy of City's current form of Incident Report is attached as Exhibit B.

**N. COMPLIANCE WITH LAWS.**

1. Licensee 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 use of City Hall and/or the Premises.

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

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

4. The Services shall be in compliance with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City.

**O. 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 any services or other activities contemplated under this Agreement.

**P. NOTICES.**

Unless otherwise provided herein, notice to City or Licensee 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  
(218) 730-4430

The Stewardship Network  
Attn: Executive Director  
416 Longshore Drive  
Ann Arbor, MI 48105  
(734) 395-4483

**Q. CITY ACCESS.**

1. Licensee shall permit City to access and inspect the Premises at any time. Licensee shall not change the locks or otherwise prohibit or inhibit City's access to any portion of the Premises.

2. The PFM Manager shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution. Licensee shall comply with City's Key Control Policy, a copy of which shall be provided to Licensee, and is subject to unilateral change by City at any time.

3. Licensee shall not make copies of keys for the Premises. All keys shall be promptly returned to the PFM Manager upon termination or expiration of this Agreement. If keys are not promptly returned, City may rekey the locks to the Premises and charge Licensee for actual costs of rekeying.

**R. SMOKING, TOBACCO, & ALCOHOL USE PROHIBITED.**

No smoking, tobacco, or alcohol use is allowed on the Premises. Licensee shall prohibit smoking and using tobacco or alcohol on the Premises.

**S. EXPIRATION OR TERMINATION OF AGREEMENT.**

1. Upon termination or expiration of this Agreement for any reason, Licensee shall surrender possession of the Premises to City in as good condition and state of repair as said Premises were in at the time Licensee took possession. All personal property remaining on the Premises upon termination or expiration of this Agreement shall become the property of City.

2. This Agreement may be terminated by City or Licensee for any reason with thirty (30) days written notice to the other party. City may terminate this Agreement immediately if City believes in good faith that the health, welfare or safety of the occupants of City Hall would be placed in immediate jeopardy by the continuation of this Agreement. City may, in addition to any other remedy it may have, recover from Licensee all damages incurred by reason of a default under this Agreement, including the cost of removing Licensee from the Premises.

**T. ALTERATIONS AND IMPROVEMENTS.**

1. Licensee may, at its sole cost and expense, make suitable improvements or alterations to the Premises upon advance written approval from the PFM Manager. All such improvements or alterations (excluding appliances and equipment plugged into an electricity source) shall become the property of City. Prior to commencing any improvements or alterations, Licensee shall submit to City a Project Proposal Request including detailed plans, in form acceptable to City. A copy of City's current form of Project Proposal Request is attached as Exhibit C. The Project Proposal Request shall be submitted to 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 federal, Minnesota law, and the Duluth City Code.

2. Not less than thirty (30) days prior to commencement of any construction of any alteration or improvement on the Premises, Licensee will provide City with sufficient proof of required insurance, including Worker's Compensation insurance, in form acceptable to the City Attorney.

**U. TAXES.**

Licensee shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Licensee's use of the Premises, including real property and sales taxes, if applicable. It is further agreed that City may pay the same on behalf of Licensee and immediately collect the same from Licensee. Licensee 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.

**V. GENERAL PROVISIONS.**

1. Licensee acknowledges that City Hall is a multi-use area requiring the cooperation of all users. This cooperation includes ingress and egress, amenities, and related improvements. Licensee acknowledges that the Parks Manager shall ultimately determine the appropriate use of the Premises and shall prevail in any disputes between users.

2. The right of Licensee to use the Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions in this Agreement are on its part complied with promptly.

3. The waiver by City or Licensee 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.

4. 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.

5. Licensee shall neither assign nor transfer any rights or obligations under this Agreement.

6. 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.

7. 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.

*[Remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, City and Licensee have executed this Agreement as indicated below.

**CITY OF DULUTH**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Date Attested: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

**STEWARDSHIP NETWORK**

By: Spencer Kellum

Printed Name: Spencer Kellum

Its: COO

Dated: 7/30/2020

**SOUTHERN ST LOUIS COUNTY****COOPERATIVE INVASIVE SPECIES MANAGEMENT AREA  
COORDINATOR POSITION**

**Position:** A 30-hour a week with benefits (health, dental & retirement), grant-funded coordinator is being sought to facilitate and coordinate the activities of the Southern St. Louis County Cooperative Weed Management Area/Cluster/Collaborative Conservation Community (CCC). Continued employment is contingent on securing additional funding. This is a coordinator position that focuses on facilitating implementation of a multi-partner, multi-county invasive species management strategy and associated ecological restoration initiatives funded by a grant from the National Fish & Wildlife Foundation.

**Compensation:** This is a 30 hour/week position at \$21/hour with competitive benefits and flexible schedule.

**Work Location:** The Coordinator position is based in Duluth, MN. Office space is provided at Duluth City Hall. Field work, workshops, and meetings to occur throughout southern St. Louis County.

**Overview:** The Southern St. Louis County CCC (SSLCC CCC) is a partnership based management structure that coordinates the invasive species control activities of its members within the geographic boundaries of Southern St. Louis County.

The Coordinator will be in a leadership position working as an employee of The Stewardship Network (TSN) to coordinate the SSLCC CCC Steering Committee and provide oversight and support for all CCC projects included in an awarded 2017 National Fish & Wildlife Foundation Pulling Together Initiative (NFWF PTI) grant. Additionally, the Coordinator will be responsible for an independent natural resource assessment of CCC service area, literature review of existing management plans, and interviews of local stakeholders to assist in alignment of conservation interests in Southern St Louis County. The SSLCC CCC Coordinator will work closely with TSN (grant fiduciary), the Steering Committee, and Partner organizations to provide timely reporting to funding agencies (NFWF).

The Coordinator will be responsible for expanding partnerships throughout the region and ensuring all projects are implemented successfully. The SSLCC CCC views implementation of the 2017 NFWF PTI Grant as a springboard for building and implementing a broader region-wide invasive species management initiative which can be leveraged to garner future funding, and local and regional efficiencies, in support of long-term ecological restoration efforts. A strong willingness to learn, lead, work independently and inclusively (team coordination) is necessary.

**Coordinator Responsibilities:**

- The Coordinator, grant fiduciary (TSN), and LSSC CCC Steering Committee will be responsible for the successful implementation of the NFWF PTI grant. A goal is to create a functional, area-wide cooperative management team to combat invasive species and promote restoration of biodiversity.
- The Coordinator will work closely with the grant fiduciary to administer the NFWF PTI grant; activities include managing budgets and providing reporting assistance to the SSLCC CCC Steering Committee.

- Work with the SSLC CCC Steering Committee and other collaborative conservation communities to strengthen invasive species efforts in the region through exchange of information and best management practices.
- Work to develop and maintain public/private partnerships to work on invasive species issues, including identification of high-priority species and management efforts.
- Serve as a liaison between private landowners and the SSLC CCC Steering Committee.
- Coordinate with the Steering Committee to implement effective invasive species management outreach and education programs for landowners and other regional stakeholders in the project area.
- Work with public and private partners, and the Steering Committee to ensure landowners and/ or volunteers are properly trained in identification, inventory, reporting, safety and treatment protocol in invasive species management.
- Ensure invasive species treatment is conducted according to best management practices.
- Coordinate GPS data collection, validation, storage and transfer of observations to an online database (either the Midwest Invasive Species Identification Network – MISIN or Great Lakes Early Detection Network - GLEDN).
- Work with The Stewardship Network to create/ maintain a web presence for the SSLC CCC and to increase knowledge, skills and abilities in working with partners and promoting invasive species management.
- Gather relevant outreach materials from partners to create a library of invasive species education pieces.
- Assist in identifying and writing grants for future funding of the SSLC CCC including the Coordinator position and continued funding for strategic on-the-ground invasive species control.
- Other duties as assigned.

#### **Minimum Qualifications:**

- A bachelor's degree in a related field.
- Two years of experience in natural resources management or education programing/outreach preferred.
- Preferred candidate would have a diverse working knowledge of ecosystem and natural community function and management needs in a fragmented, urban setting.
- Experience with invasive species policies, management, and planning across multiple government agencies, NGOs, and interest groups.
- Proven experience in project and budget management.
- Successful grant writing and application experience.

- Experience with technical aspects of pesticide application for invasive control.
- Proficiency in GPS/GIS for inventory, reporting and treatment of invasive species.
- Proficiency in software programs needed to develop outreach and educational materials, social media, coordinate communication with partners and effective reporting to NFWF. (e.g. ArcGIS suite, Microsoft Office suite, Facebook, etc.)
- Excellent communication, organizational and coordination skills, including experience with group conflict-resolution, and integrating multiple perspectives into a team work environment.
- Valid driver's license and dependable vehicle.
- Ability to lift, push, pull, or carry up to 50lbs over short distances.
- Ability and willingness to work in an outdoor field setting in conditions including inclement weather, seasonal insects, poisonous plants.
- Must be a self-starter and be able to work independently.

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**To apply send resume, cover letter and a minimum of three references to [jobs@stewardshipnetwork.org](mailto:jobs@stewardshipnetwork.org) with “SSLC CCC Coordinator Position” in the subject line.**

**All applications must be submitted by midnight on Tuesday, February 28<sup>th</sup>, 2017.**

The Stewardship Network an equal opportunity employer and program provider.

**EXHIBIT B**  
**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](mailto:accidentreporting@duluthmn.gov).

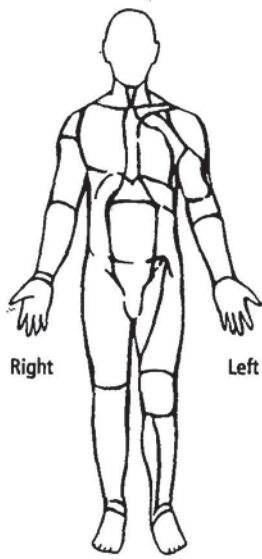
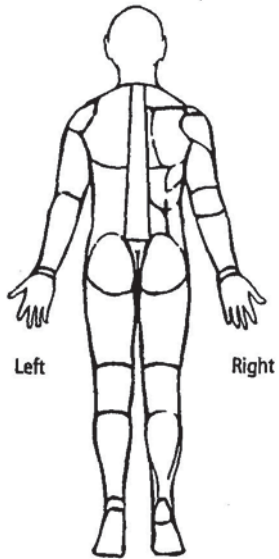
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury 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><b>CAUSE</b></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><b>TYPE OF INJURY</b></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;"><b>MARK AREAS OF INJURY BELOW:</b></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><b>Front</b></p>  </div> <div style="text-align: center;"> <p><b>Back</b></p>  </div> </div>
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COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE						
<p><b>For vehicle accidents:</b> 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 #:				
<b>City vehicle, property, or equipment involved</b>	Description:					
	Vehicle #:		Make/Model:		Year:	
	Describe damage:					
<b>Non-city vehicle, property, or equipment involved</b>	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><b>Weather conditions:</b></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><b>Roadway conditions:</b></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><b>Light conditions:</b></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](mailto:accidentreporting@duluthmn.gov).

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## 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](http://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





## CITY OF DULUTH - PARKS AND RECREATION PROJECT PROPOSAL FORM



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](mailto: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):**

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## CITY OF DULUTH - PARKS AND RECREATION PROJECT PROPOSAL 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:**

JESSICA SCHOONOVER  
ADMINISTRATIVE CLERICAL SPECIALIST  
CITY OF DULUTH  
PARKS AND RECREATION  
411 WEST FIRST STREET  
DULUTH, MN 55802  
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