

# EXHIBIT 1

## VACANT LAND LEASE AGREEMENT BETWEEN ECOLIBRIUM3 AND CITY OF DULUTH

This VACANT LAND LEASE 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 (the “City”), and ECOLIBRIUM3, a non-profit corporation under the laws of the State of Minnesota (“Eco3” or “Tenant”).

WHEREAS, Eco3’s mission is to inspire and lead change in the community toward an equitable and sustainable future (its “Mission”). Through various programming, Eco3 carries out its Mission by creating healthy, efficient, and resilient built environments; building partnerships and enabling participation in the community; and protecting the environment and advancing community sustainability.

WHEREAS, the City declared Lincoln Park to be the City’s first “Innovation Zone,” a small, targeted area in a specific neighborhood to test drive ideas generated by residents and community partners to address housing, transportation, education, energy, economic development, and health needs.

WHEREAS, Eco3 applied for and received a grant from the US Conference of Mayors and Wells Fargo’s CommunityWINS! program for its Innovation Zone Energy and Education Project (the “Project”), which includes installation of a 40kW solar array and related equipment (collectively, the “Solar Array”). The energy generated from the Solar Array will go into Minnesota Power’s electrical grid and Minnesota Power will net meter the energy. Eco3 intends to use the net proceeds generated from the Solar Array to offset electrical usage at the Duluth Veteran’s Place transitional housing project and to create an emergency energy fund to assist Duluth residents at-risk of utility shut-off. The Project will also use the site of the Solar Array to reduce neighborhood blight and integrate youth into community-based improvement projects, including artwork, education, and gardens.

WHEREAS, the City is fully dedicated to the Project and, in addition to other items of support, desires to lease land to Eco3 to provide a site for the Solar Array.

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

### I. LEASED PREMISES AND PROJECT REVENUE

A. The City demises and leases the following real property to Tenant, which is depicted on the attached Exhibit A (the “Leased Premises”):

Lots 216, 218, 220, 222 and 224, Block 22, Duluth Proper Second Division, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota, except highway right of way.

Lots 226, 228, 230, 232, 234, 236, 238, Block 21, Duluth Proper Second Division, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota, except highway right of way.

Lot 240, except Northerly 30 feet, Block 21, Duluth Proper Second Division, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota, except highway right of way.

B. Tenant is taking the Leased Premises and all other rights conveyed by this Agreement “as is” in its present physical condition. The City makes no warranty, either express or implied, that the Leased Premises are suitable for any purpose.

C. Tenant may only use the Leased Premises for the Project and related programmatic activities as permitted by this Agreement. In the event that the Project terminates or discontinues operations for any reason for a period of 60 days after the Solar Array becomes operational, the City may terminate this Agreement pursuant to paragraph IV.B. below.

D. Tenant’s rights with respect to the Leased Premises are subject to the encumbrances listed on the attached Exhibit B. Tenant shall not interfere with any other user of the Leased Premises pursuant to the rights listed in Exhibit B.

E. Tenant shall apply all net proceeds produced by the Solar Array (the “Project Revenue”) to (i) offset electrical usage at the Duluth Veteran’s Place transitional housing project, and (ii) create an emergency energy fund to assist residents at-risk of utility shut-off (the “Project Beneficiaries”). From time to time during the Term, Tenant may substitute new Project Beneficiaries or add additional Project Beneficiaries so long as the use of the Project Revenue by the new or additional Project Beneficiaries is consistent with its Mission; provided, however, that Tenant must first obtain the written approval of the Manager. Prior to substituting a new Project Beneficiary or adding an additional Project Beneficiary, Tenant must submit to the Manager a written request with detailed information regarding the new proposed Project Beneficiaries. The Manager may approve or deny such request in their sole discretion.

F. On or before October 14 of each year of the Term, Tenant shall deliver to the City a full and complete report, with supporting evidence, of the Project Revenue for the preceding year and proof of application of the Project Revenue for the Project Beneficiaries, certified by an officer of Tenant to be true and correct. Such reports shall be in a form acceptable to the City’s Property and Facilities Manager, or their designee (the “Manager”) and shall contain all information reasonably requested by the Manager. At any time and from time to time, Tenant shall supply any additional information reasonably requested by the Manager relating to the Project Revenue, the Project Beneficiaries and the application of the Project Revenue to the Project Beneficiaries. Failure to supply information reasonably requested by the Manager shall be a material breach of this Agreement and cause for termination of this Agreement.

## II. TERM OF AGREEMENT

A. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on October 15, 2019, and shall expire on October 14, 2044, unless terminated early as provided for herein (the “Term”).

B. Provided that Tenant is not in default under this Agreement, Tenant may extend the Term for two additional periods of five years each. To extend the Term, Tenant must provide written notification to the City at least 180 calendar days and no more than 270 calendar days prior to expiration of the then-current Term.

## III. RENT

There shall be no rent payment due from Tenant. The consideration for use of the Leased Premises shall be the public benefit provided by Tenant through the Project.

## IV. TERMINATION

A. General Provisions. Upon termination or expiration of this Agreement for any reason, Tenant shall 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 Tenant took possession. The Solar Array shall be removed from the Leased Premises prior to expiration or termination of this Agreement for any reason. Other than the Solar Array, all personal property remaining on the Leased Premises upon termination or expiration of this Agreement shall become the exclusive property of the City. This paragraph IV.A. shall survive termination of this Agreement for any reason.

### B. Termination For Cause.

1. The City may unilaterally terminate this Agreement immediately if the City believes in good faith that the health, welfare or safety of occupants or neighbors of the Leased Premises would be placed in immediate jeopardy by the continuation of this Agreement or the occupancy of the Leased Premises by Tenant.

2. The City may unilaterally terminate this Agreement if the City determines Tenant has or is violating any term of this Agreement. The City shall provide Tenant with written notice of such violation and shall allow Tenant 30 days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied to the satisfaction of the City within 30 days, then the City may terminate this Agreement immediately by serving written notice to Tenant. In the event of a violation of this Agreement by Tenant, the City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Leased Premises, and after five days prior written notice to Tenant, may remove all persons and property from the Leased Premises. The City may, in addition to any other remedy it may have, recover from Tenant all damages incurred by reason of any violation of this Agreement, including the cost of (i) recovering the Leased Premises, (ii) removal and disposal of the Solar Array, and (iii) attorney’s fees. This paragraph IV.B.2. shall survive termination of this Agreement for any reason.

3. Tenant may terminate this Agreement if Tenant determines that the City has or is violating any term of this Agreement. Tenant shall provide the City with written notice of such violation and shall allow the City 30 days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied within 30 days, then Tenant may terminate this Agreement immediately by serving written notice to the City.

V. USE AND MAINTENANCE OF LEASED PREMISES

A. Tenant may only utilize the Leased Premises for the Project. Tenant shall not: (i) permit any unlawful practice or activity to be carried on in the Leased Premises; (ii) make any use of or allow the Leased Premises to be used for any purpose that might invalidate or increase the rate of insurance thereof; (iii) create any nuisance or commit or suffer waste; or (iv) permit any use prohibited by a zoning or building restriction.

B. Tenant acknowledges that it and all of its employees, volunteers, and invitees using the Leased Premises and improvements to the Leased Premises do so at its/their own risk.

C. Tenant shall maintain the Leased Premises in a safe and clean order, condition, and state of repair and take care of all improvements installed on the Leased Premises. Tenant shall be responsible for maintaining its own personal property in a safe, legal, and properly maintained manner at Tenant's sole expense. Tenant shall prohibit the use of any unsafe, illegal, or deficient equipment on the Leased Premises.

D. Tenant is solely responsible for storage, theft, and/or vandalism of the Leased Premises and all improvements and personal property, including but not limited to equipment, tools, and machinery.

E. Tenant shall provide the City's Property and Facilities Manager, or their designee (the "Manager") with forty-eight (48) hours prior written notice of its planned application of any fertilizers, herbicides, or pesticides on the Leased Premises. No fertilizer, herbicides, or pesticides may be applied to the Leased Premises without the prior written permission of the Manager, which permission may be granted or withheld in the Manager's sole discretion. The application of any restricted label fertilizers, herbicides, or pesticides may be performed only by an applicator currently licensed by the State of Minnesota. Any restricted label fertilizers, herbicides, or pesticides applied by other than a currently licensed applicator shall be grounds for immediate termination of this Agreement. The City reserves the right to prohibit application of environmentally harmful fertilizers, herbicides or pesticides on the Leased Premises.

F. All applications and connections for utility services to the Leased Premises shall be made in the name of Tenant only, and Tenant will pay for all utilities, if any, on and to the Leased Premises during the Term.

G. Tenant is responsible for all maintenance of the Leased Premises, including but not limited to, cleaning, washing, sand or debris removal, tree and grass cutting and removal, sweeping, and restroom services, if appropriate or applicable. The City shall not provide or assist in maintenance of the Leased Premises, except that City shall remove snow and ice from

the Cross City Trail on the Leased Premises in accordance with the priority given in the Snow & Ice Control Policy, as amended from time to time.

H. Tenant is responsible, at its expense, for the legal, proper, and final disposal of garbage and refuse generated by its operations at the Leased Premises.

I. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in or on the Leased Premises, except in designated parking spaces, except as needed temporarily for site maintenance or with prior permission of the Manager for special events.

J. Tenant is responsible for snow and ice removal on the Leased Premises as it pertains to its own activities on or access to the Leased Premises.

K. Tenant shall solely be responsible for any losses or damages caused by Tenant, including its employees, agents, volunteers, or project participants, to the Leased Premises.

L. Tenant shall comply with all statutes, rules, and regulations of federal, state, or local government units governing the disposition of hazardous substances or materials whether now existing or hereinafter enacted. Tenant shall not cause or permit any hazardous substances or materials to be used, stored, generated, or disposed of on the Leased Premises, except in such amounts as are customary for operating the Project, and then only in compliance with all statutes, rules or regulations of federal, state or local governmental units. Tenant shall ensure proper and legal disposal of hazardous substances and hazardous materials. As used in this Agreement, the terms “hazardous substance” and “hazardous material” include any element, substance, compound, material, matter or thing which is regulated by any federal, state or local law, rule, ordinance, directive or decision because of its ignitability, corrosiveness, toxicity, volatility, radioactivity or carcinogenic or other negative health effect. Hazardous substances and hazardous materials also specifically include petroleum and its derivatives and byproducts, natural and synthetic gas and their derivatives and byproducts, urea formaldehyde, asbestos and PCBs. Tenant shall indemnify and hold the City harmless from and against any claim, damage or expense arising out of Tenant’s installation, use, generation, storage or disposal of any hazardous substances and hazardous materials, regardless of whether the City approved the activity. The representations, warranties, indemnifications, and duties set forth in this paragraph shall survive termination or expiration of this Agreement.

M. In addition to the foregoing costs and charges set forth above, Tenant shall bear, and promptly pay, on or before the due date, all other costs, fees, and charges of any kind whatsoever arising out of the use or occupancy of the Leased Premises.

## VI. ALTERATIONS AND IMPROVEMENTS.

A. Tenant, on or before October 14, 2020 shall complete installation of the Solar Array, consistent with the conceptual drawing attached as Exhibit C. The Manager may, in their sole discretion and in writing, extend the deadline for completion of the Solar Array to October 14, 2021. In the event Tenant fails to complete the improvements required by this paragraph VI.A. within the required timelines, the City shall have the option to terminate this Agreement

pursuant to paragraph IV.B. above. All improvements and alterations installed on the Leased Premises shall be the property of Tenant.

B. Except for the improvements contemplated by Paragraph VI.A. above, Tenant may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises only with the advance written approval of the Manager. All such improvements and alterations shall be the property of Tenant. Prior to commencing any improvements or alterations, Tenant shall submit to the City a Project Proposal Request along with detailed plans. A copy of the current form of Project Proposal Request is attached to this Agreement as Exhibit D. The Project Proposal Request shall be submitted to the City at least 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.

C. Not less than 30 days prior to commencement of any construction, alteration or improvement on the Leased Premises, Tenant 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, alteration or improvement.

D. Tenant agrees to follow all notice requirements under Minn. Stat. § 216D.04, Subd. 1(a) regarding determination of underground utilities and notification of property owners. Failure to abide by the notice requirements under Minn. Stat. § 216D.04, Subd. 1(a) shall be grounds for immediate termination of this Agreement.

## VII. ACCESS

City shall have unlimited access to the Leased Premises during the Term for the purposes of inspection and ensuring Tenant's compliance with this Agreement.

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

IX. INSURANCE.

A. Tenant shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Leased Premises. A Commercial General Liability Insurance policy shall be maintained in force by Tenant throughout the Term 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 One Million Five Hundred Thousand Dollars (\$1,500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all Tenant activities occurring on or within the Leased Premises whether said activities are performed by employees or agents under contract to Tenant. Tenant shall provide satisfactory proof of Statutory Minnesota Workers' Compensation Insurance. The City does not represent or guarantee that these types or limits of coverage are adequate to protect Tenant's interests and liabilities.

B. Tenant shall provide the City with Certificates of Insurance evidencing required insurance coverages with 30-day notice of cancellation, non-renewal, or material change provisions included. Such policies of insurance shall be in a form acceptable to the City Attorney. The City shall be named as an additional insured on the policies of insurance required by this Agreement. When using the "Accord" Certificate form cancellation provisions, the words "endeavor to" on- Line 2 must be deleted. As an additional insured under the insurance contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, the additional named insured endorsement shall read as follows (or other language acceptable to the City Attorney): "This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage."

C. The City reserves the right to require Tenant to increase the coverages set forth above and to provide evidence of such increased insurance if: (i) the liability limits as provided in Minn. Stat. § 466.04 are increased, or (ii) the City Attorney determines that higher liability limits are necessary to protect the City's interests.

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

E. The City shall not be liable to Tenant 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.

X. HOLD HARMLESS AND INDEMNIFICATION.

A. Tenant will protect, indemnify and hold the City and its officers, agents, servants, and employees harmless from and against all liabilities, losses, damages, costs, expenses, including attorneys' fees and expenses, causes of action, suits, claims demands and judgements of any nature arising from:

1. Any injury to or death of any person or damage to property in or upon the Leased Premises, or growing out of or in connection with the use or non-use, condition or occupancy of the Leased Premises or any part thereof and also, without limitation, any and all acts or operations

related to any construction or installation on any portion of the Leased Premises. The foregoing indemnification shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for Tenant, its employees, agents and invitees under any Workers' Compensation Act, Disability Benefit Acts or any other Employee Benefit Acts;

2. Any violation by Tenant of any provision of this Agreement;

3. Any violation of any contract, agreement or restriction related to Tenant's use of the Leased Premises which shall have existed at the commencement of the Term or shall have been approved by Tenant; and

4. Any violation of any law, ordinance, court order or regulation affecting the Leased Premises or the ownership, occupancy or use thereof.

B. Promptly after receipt by City of notice of the commencement of any action with respect to which Tenant is required to indemnify such person under this Article, City shall notify Tenant in writing of the commencement thereof, and, subject to the provisions as hereinafter stated, Tenant shall assume the defense of such action, including the employment of counsel satisfactory to the City and the payment of expenses. Insofar as such action shall relate to any alleged liability of the City with respect to which indemnity may be sought against Tenant, the City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such separate counsel shall be at the expense of Tenant.

#### XI. REPORTING, RECORDS RETENTION, AND GOVERNMENT DATA PRACTICES.

A. All data collected, created, received, maintained or disseminated for any purpose by the parties because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it may be amended or replaced from time to time (the "Minnesota Government Data Practices Act"). Tenant shall comply with the Minnesota Government Data Practices Act.

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

C. Tenant agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement for six (6) years following the termination or expiration of this Agreement.

D. Tenant acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all Tenant books, records, documents, and accounting procedures and practices related to this Agreement 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, the Tenant shall provide all requested books, records, documents, and accounting procedures and practices related to this Agreement.

XII. INCIDENT REPORTS.

Tenant shall promptly notify the Manager in writing of any incident of injury or loss or damage to the property of the City or to any of Tenant's participants or invitees occurring on or within the Leased Premises during the Term. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's current form of Incident Report is attached as Exhibit E.

XIII. COMPLIANCE WITH LAWS.

A. Tenant shall make the Project and related activities 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 Leased Premises.

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

C. Tenant shall procure, at Tenant's sole expense, all licenses and permits necessary to operate the Project and to carry out the provisions of this Agreement.

D. The activities conducted at the Leased 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.

XIV. 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 the activities contemplated under this Agreement.

XV. NOTICES.

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

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

Ecolibrium3  
2014 W. Superior Street  
Duluth, Minnesota 55806

XVI. TAXES.

Tenant shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Tenant's lease or use of the Leased Premises, including real property and sales taxes, if applicable. The City may pay the same on behalf of Tenant and immediately collect the same from Tenant, or reduce any amount owed to Tenant by the City under this Agreement. Tenant shall 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 file all required reports and forms in proper form related thereto on or before their due date.

XVII. SMOKING, TOBACCO, & ALCOHOL USE.

Tenant shall not permit smoking or use of tobacco or illegal drugs whatsoever on the Leased Premises. The possession, use, or sale of alcohol is permitted on the Leased Premises only under the following conditions:

A. Alcohol may be sold, possessed, consumed or served only when the appropriate permit or license has been obtained from City and all application, fee and other requirements have been met.

B. All state laws and Duluth City Code provisions shall be followed at all times.

XVIII. GENERAL PROVISIONS.

A. The right of Tenant to occupy, use, and maintain the Leased Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

B. The waiver by the City or Tenant 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.

C. 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.

D. Tenant shall neither assign nor transfer any rights or obligations under this Agreement, nor sublet any portion of the Leased Premises.

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

F. 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.

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

H. 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.

I. 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, the parties have caused this Agreement to be executed as indicated below.

CITY OF DULUTH

ECOLIBRIUM3

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

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

Printed Name: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

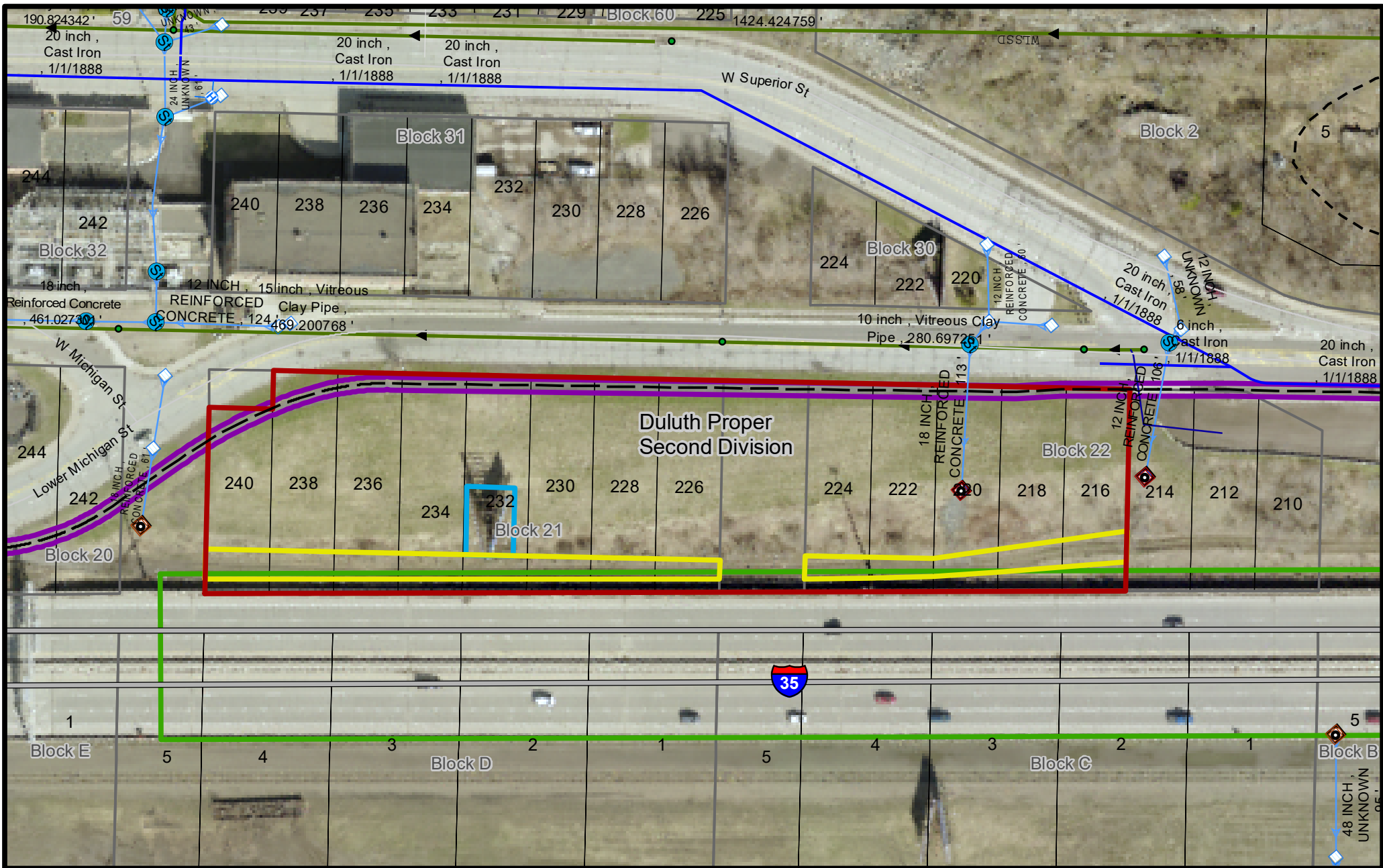
Date Attested: \_\_\_\_\_

Countersigned:

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

Approved as to form:

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

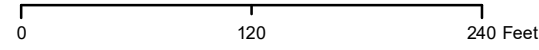
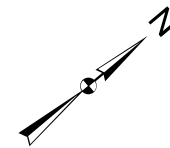


Printed Date: 10/4/2019

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. The City of Duluth requires that this map/data not be redistributed to any party in whole or in part, including any derivative works of products generated by combining the data with other data, unless authorized by the City of Duluth GIS office.

# EXHIBIT A

- Billboard
- Cross City Trail Corridor
- Leased Premises
- Doc #224072
- Doc #1194890



## **EXHIBIT B**

### **ENCUMBRANCES ON LEASED PREMISES**

1. Final Certificate in favor of the State of Minnesota, Department of Transportation, recorded in the Office of the St. Louis County Recorder on October 28, 1975 as Doc. No. 224072. The portion of the Leased Premises subject to this encumbrance is depicted in green on Exhibit A.
2. Easement in favor of the State of Minnesota, Department of Transportation, recorded in the Office of the St. Louis County Recorder on September 5, 2012 as Doc. No. 01194890. The portion of the Leased Premises subject to this encumbrance is depicted in yellow on Exhibit A.
3. The portion of the Leased Premises used for the Cross City Trail, which trail corridor is depicted in purple on Exhibit A.
4. The portion of the Leased Premises used for utilities, which utilities are depicted on the Exhibit A.
5. Overhead power lines across the property and the rights of the utility companies to use and maintain said overhead power lines.
6. Placement of and access to (including utilities access) the billboard located on the Leased Premises as depicted in blue on Exhibit A.
7. Michigan Street, which is depicted on Exhibit A.

# EXHIBIT C

## Concept Drawing

Ecolibrium3 Solar Garden



South view to I-35



Side view showing integration of art panels to solar panels



Backlight art panels with designs to be determined through community process (cultural representations, history, Lincoln Park, art for art's sake)



## 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](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





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](mailto:projectproposal@duluthmn.gov)  
(218) 730-4325

# EXHIBIT E

## 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 birth:
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:
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Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Date employer notified of injury: _____	Date employer notified of lost time: _____	
First date of any lost time: _____	Return to work date: _____	RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Describe the nature of the illness or injury. Be specific. Include body parts affected.

Describe the activities when injury occurred with details of how it happened.

What tools, equipment, machines, objects and/or substances were involved?

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____	Date report completed: _____
Supervisor name: _____	Supervisor phone number: _____	

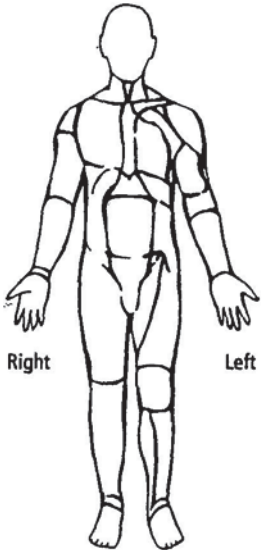
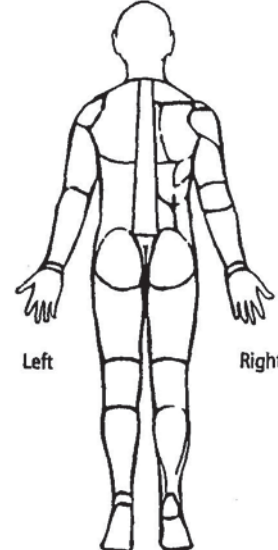
Names and phone numbers of witnesses:

Incident was a result of:  safety violation  machine malfunction  product defect  motor vehicle accident  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;">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><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. 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: _____			
<b>Weather conditions:</b>	<b>Roadway conditions:</b>	<b>Light conditions:</b>	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](mailto:accidentreporting@duluthmn.gov).

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

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

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

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