

EXHIBIT 1

CENTRAL HILLSIDE COMMUNITY CENTER LEASE & MANAGEMENT AGREEMENT BETWEEN THE CITY OF DULUTH AND ONE ROOF COMMUNITY HOUSING

THIS LEASE & MANAGEMENT AGREEMENT (this “Agreement”) is entered into by and between the CITY OF DULUTH, a municipal corporation organized and existing under the laws of the State of Minnesota (the “City”) and ONE ROOF COMMUNITY HOUSING, a Minnesota non-profit corporation (“Tenant”).

WHEREAS, the City owns the Central Hillside Community Center together with the adjoining property, various fixtures and personal property contained therein, located at 12 East 4th Street, Duluth, Minnesota 55805 as depicted on the attached Exhibit A (the “Community Center”); and

WHEREAS, Tenant is a nonprofit corporation duly organized and existing under the laws of the State of Minnesota; and

WHEREAS, Tenant’s mission (its “Mission”) is to enrich lives and communities, one home at a time. Tenant makes home a better place by helping lower income people find and fix their homes and providing housing development services to the Duluth community (the “Services”); and

WHEREAS, Tenant desires to lease the Community Center for advancement of its Mission and provision of the Services as set forth herein; and

WHEREAS, the City desires to lease a portion of the Community Center to Tenant for Tenant’s use and to engage Tenant to manage the public’s use of portion of the Community Center.

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

I. GRANT OF RIGHTS

A. The City leases to Tenant the following spaces within the Community Center (collectively, the “Leased Premises”):

1. Exclusive Space. Tenant shall have exclusive use of the following rooms as depicted on the attached Exhibit B (collectively, the “Exclusive Space”):

- (a) Lower Floor: Office C (#010), Office D (#011), Office E (#012), Storage (#014), Office F (#007), Office B (#003), Office B.1 (#003.1), Office Space (#004), and those portions of the storage areas outlined on Exhibit B (#014 and #015).

- (b) Upper Floor: Corridor/Reception (#104), Open Office 1 (#105), Office 2 (#106), Office 3 (#107), Office 4 (#108), Office 5 (#109), Office 6 (#110), Work/IT (#111), Storage (#112), Storage (#113).

Tenant acknowledges and understands that the Community Center's parking lot(s), sidewalks and surrounding green space (including those portions within the red outline on the attached Exhibit A) are open to the general public.

2. Non-Exclusive Space. Lessee shall have non-exclusive use of (collectively, the "Non-Exclusive Space"): (a) the following indoor areas of the Community Center at such times as they are not occupied by or rented to another user group: kitchen, hallways, bathrooms, and conference/community rooms, and (b) the following outdoor areas of the Community Center: parking lot(s), sidewalks, entryways, and green space within the red outline on the attached Exhibit A.

B. Tenant is taking the Leased Premises and the Community Center "as is," in their present physical condition, and the City makes no warranty, either express or implied, that the Leased Premises or the Community Center are suitable for any purpose, including its Mission and the Services.

C. Tenant's use of the Leased Premises shall be limited to conducting its Mission and the Services. However, Tenant shall be responsible for all activities arising out of, related to, or associated with Tenant's use, management, and operation of the Community Center and the Leased Premises.

D. Tenant acknowledges and agrees that (i) Tenant will use the Leased Premises to provide the Services; (ii) Tenant shall not interfere with other parties' right to use the Non-Exclusive Space.

E. The Community Center is a multi-use facility requiring the cooperation of all users and coordination of all activities. This cooperation includes ingress and egress, amenities, and related improvements. Tenant acknowledges that 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 Tenant and any other users or tenants of the Community Center.

F. The right of Tenant to lease, occupy, manage, and use the Community Center is subject to Tenant's compliance with the undertakings, provisions, covenants, and conditions set forth in this Agreement and Tenant's continued use of the Community Center for advancement of its Mission and provision of the Services.

II. RENT

A. For the period January 1, 2023 through December 31, 2023, Tenant shall pay rent of \$7.93 per square foot for office space (4,521 square feet) and \$3.61 per square foot for storage space on the lower level of the Community Center (488 square feet), for a total rent payment for the year 2023 of Thirty-seven Thousand Six Hundred Thirteen and 21/100ths Dollars

(\$37,613.21). Rent payments shall be due and payable in advance in twelve (12) approximately equal monthly installments, on or before the first day of each month starting on January 1, 2023.

B. For the period January 1, 2024 through December 31, 2024, Tenant shall pay rent of \$8.17 per square foot for office space (4,521 square feet) and \$3.72 per square foot for storage space on the lower level of the Community Center (488 square feet), for a total rent payment for the year 2024 of Thirty-eight Thousand Seven Hundred Fifty-one and 93/100th Dollars (\$38,751.93). Rent payments shall be due and payable in advance in twelve (12) approximately equal monthly installments, on or before the first day of each month starting on January 1, 2024.

C. For the period January 1, 2025 through December 31, 2025, Tenant shall pay rent of \$8.42 per square foot for office space (4,521 square feet) and \$3.83 per square foot for storage space on the lower level of the Community Center (488 square feet), for a total rent payment for the year 2025 of Thirty-nine Thousand Nine Hundred Thirty-five and 86/100th Dollars (\$39,935.86). Rent payments shall be due and payable in advance in twelve (12) approximately equal monthly installments, on or before the first day of each month starting on January 1, 2025.

D. All payments made to the City shall be mailed to the City Auditor, Room 120 City Hall, 411 W. 1st Street, Duluth, MN 55802. Rent payments shall be deposited in Fund 110, Public Administration 121, Property and Facilities Management 1222, Rent for Land 4623.

III. TERM

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall be deemed to commence on January 1, 2023, and shall expire on the end of the day on December 31, 2025 (the "Term").

IV. EARLY TERMINATION OR EXPIRATION OF AGREEMENT

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

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

C. Without Cause. This Agreement may be terminated without cause by either party by serving at least one hundred eighty (180) days' written notice upon the other.

D. Immediately. The City may terminate this Agreement immediately if the City believes in good faith that the health, welfare or safety of the Community Center or its occupants or neighbors would be placed in immediate jeopardy by the continuation of Tenant's occupancy.

E. Surrender Possession.

1. Upon termination or expiration of this Agreement, 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.

2. Prior to expiration of this Agreement or within fourteen (14) days of early termination, whichever occurs first, Tenant may remove any of its personal property from the Leased Premises, which shall remain exclusive property of Tenant.

3. All personal property remaining at the Community Center upon expiration of this Agreement or fourteen (14) days after early termination, whichever occurs first, shall become exclusive property of the City, or, at the option of the City, Tenant shall pay the City upon demand for any costs associated with disposal of said personal property.

V. TENANT'S RESPONSIBILITIES

A. Tenant shall be solely responsible for managing public use of the Community Center. Tenant's responsibilities shall include, but not be limited to, the following:

1. Scheduling recreational and community events and programs (each an "Event" and collectively, the "Events"). Tenant may rent any portion of the Community Center to private groups, clubs or parties and may, at its discretion, charge a rental fee. The rental fee for an Event shall be comparable to rental prices charged under similar circumstance in the community and shall be subject to approval by the Manager. Tenant shall have the right to retain all rental fees. All rentals shall be documented by a written rental agreement, and the current form of the written rental agreement is attached as Exhibit C. Any revisions to the written rental agreement shall be submitted to the City and subject to the approval of the City Attorney prior to its use by Tenant.

2. Maintaining a master calendar tracking the Events (the "Master Calendar"). Upon request, the Master Calendar shall be provided to the Manager within five business days.

3. Collecting the rental fees and deposits for the Events, if applicable. All fees and deposits for the Events shall be separately managed and/or accounted for by Tenant in order to identify and track funds received or expended in the operation and maintenance of the Community Center. Such accounting details shall be provided to the City, in form acceptable to the City, on request.

4. Managing the Events and all user groups (including guests, invitees and agents thereof) of the Community Center, including ensuring renters and user groups' compliance with all rules and laws. Tenant is not required to have a physical presence at the Community Center in order to fulfill the foregoing obligation.

5. Ensuring that renters and user groups have obtained the appropriate alcohol permit(s) from the City if an Event will include the consumption of alcoholic beverages and that all such consumption occurs in compliance with all laws regulating such consumption.

B. Except as specifically designated as a City responsibility in Article VI below and except for those areas of the Community Center exclusively occupied by another tenant or the City, Tenant shall maintain, at its sole expense, the Community Center in good order and condition and state of repair, in compliance with all applicable laws, regulations and codes. Tenant shall promptly notify the Manager of proposed major repairs or Non-Routine Maintenance (defined below) needed at the Community Center, including any repair work that requires a licensed or skilled tradesperson.

C. Tenant shall, at its expense, provide janitorial services to the Community Center, except for those areas of the Community Center exclusively occupied by another tenant or the City. Tenant shall provide, at its expense, those items required for daily operation and maintenance of the Community Center, including but not limited to, interior light bulbs (for the Exclusive Space only), paper products, plastic products (e.g., garbage bags), minor repairs, etc., so as to maintain the Community Center in good order and state of repair. On a regular and continuing basis, Tenant shall thoroughly clean the kitchen located in the Non-Exclusive Space as well as all other Non-Exclusive Space. Tenant shall regularly clean the interior of the windows of the Community Center.

D. Tenant shall, at its sole expense, obtain wireless internet service and telephone service for its Exclusive Space, if such services are desired.

E. Except as specifically provided in Article VI below, Tenant shall, at its sole expense, remove debris, snow and ice and provide anti-slip treatment on all steps and sidewalks servicing the Community Center that lie within the Leased Premises.

F. Tenant shall remove all litter, recycling and other waste from the Community Center and properly dispose of it into the proper waste disposal and recycling containers provided by the City on the grounds of the Community Center.

G. Tenant shall provide, at its sole expense, all staff, equipment, and cleaning supplies necessary to carry out the provisions of this Agreement.

H. Tenant shall comply with the City's written guidelines and instructions relating to recycling, energy efficiency, and maintenance applicable to Community Center, which written guidelines may be electronically provided by the City.

I. Tenant may have appliances on the Leased Premises only with the Manager's prior written approval. Any appliance on the Leased Premises must be energy star certified. This provision applies to all appliances currently within the Leased Premises at the time of execution of this Agreement. Electric space heaters are expressly prohibited from the Leased Premises and any electric space heaters on the Leased Premises at the time of execution of this Agreement must be removed.

J. Tenant shall be responsible for maintaining its own personal property, including office-related equipment 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.

K. Tenant shall follow all established written policies, procedures, and instructions of the City regarding premises and/or building safety and security, including, but not limited to, securing exterior doors, which written policies, procedures and instructions may be electronically provided by the City. Tenant shall immediately report any safety or security issues or concerns to the City's Police Department and the Manager.

L. Tenant shall be responsible for installation and removal (at the end of this Agreement) of its signage at the Community Center. The size, design, location, and wording of all signage shall be subject to the approval of the Manager.

M. Tenant shall provide and install light bulbs for the light fixtures within the Exclusive Space.

N. Tenant shall keep the Community Center free from rodents, insects, and other pests. The City may require Tenant to contract with a pest exterminating contractor to exterminate as may be necessary and as may be directed by City. The sole cost and expense of this service shall be the responsibility and obligation of Tenant. The City may pay a pest-exterminating contractor on behalf of Tenant and immediately collect the cost of the extermination from Tenant, or reduce any amount owed to Tenant by the City pursuant to this Agreement.

VI. CITY'S RESPONSIBILITIES

A. The City shall, at its expense, provide the following utilities and services to the Community Center: electricity, natural gas, water, sewer, and garbage/recycling pick-up.

B. The City shall, at its discretion, undertake major repairs and Non-Routine Maintenance to the structural and mechanical components of the Community Center, including, but not limited to, plumbing, electrical, HVAC, roofing, windows and flooring systems. "Non-Routine Maintenance" shall be defined as major system replacement and repair items or replacement of whole systems, major building and/or assembly or upgrade of any fixed asset, road repair, locks and key changes, and winterizing water systems.

C. As the City's budget allows and in accordance with the City's schedule for parks and green space ground maintenance, the City will perform mowing and related grounds maintenance at the Community Center. The frequency of the City's mowing and ground maintenance at the Community Center shall be in the City's sole discretion. The City will plow the parking lot(s) depicted on Exhibit A remove snow, ice, and other debris from the public sidewalks abutting Lake Avenue and Fourth Street in accordance with its Snow and Ice Control Policy, as amended from time to time, which policy depends on work force and equipment availability. The City's responsibilities under this paragraph shall apply only outside of the Leased Premises outlined in red on Exhibit A.

D. City shall provide and install light bulbs for the light fixtures within the Non-Exclusive Space.

E. City shall be responsible for all repairs and maintenance of the heating system and shall perform bi-annual cleaning of the heating system in the spring and fall.

VII. ALCOHOL, TOBACCO AND DRUG USE

A. Tenant shall prohibit alcohol sale and consumption at the Community Center unless and until it verifies that all permits and/or licenses have been obtained.

B. Alcohol may be sold at the Community Center only when the appropriate on-sale alcoholic beverage license has been obtained from the City prior to the event and all application, fee and other requirements have been met.

C. The City reserves the right to prohibit certain groups, persons, and/or organizations from serving, selling, possessing, and/or consuming alcohol at the Community Center.

D. The City reserves the right to prohibit serving, selling, possessing, and/or consuming alcohol in specific rooms and/or portions of the Community Center.

E. There shall be no smoking or use of tobacco products or illegal drugs whatsoever at the Community Center or as otherwise prohibited by state or local laws.

VIII. ACCESS

A. The City and its employees shall have unlimited access to the Community Center and the Leased Premises for the purposes of inspection and ensuring Tenant's compliance with this Agreement. Except in the case of an emergency, the City shall provide Tenant with reasonable notice prior to accessing the Exclusive Space and shall only access the Exclusive Space after business hours. Tenant shall not change the locks or otherwise prohibit or inhibit the City's access to any portion of the Community Center.

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

C. Tenant shall not make copies of keys for the Community Center. All keys shall be promptly returned to the City upon termination or expiration of this Agreement.

D. Notwithstanding anything contained herein, during such times when City-wide voting or elections are held, Tenant shall make available those portions of the Community Center designated by the City Clerk for this propose. Generally, elections are held the second Tuesday in August and the first Tuesday of November. The City shall provide Tenant with thirty (30) days written notice prior to any special election. Tenant acknowledges that use of the Community Center by the City as a voting place takes precedence over any prior commitment Tenant may have scheduled. Tenant shall not hinder, obstruct, or interfere in any way with the City's access or use of the Community Center for voting purposes.

IX. ALTERATIONS OR IMPROVEMENTS

A. Tenant shall not make any alterations or improvements to the Community Center that are not herein described without the prior written consent of the City and then upon the terms and conditions which may be imposed by the City. Tenant shall pay to the City upon demand the reasonable costs incurred by the City to restore or repair any damage done to the Community Center by Tenant, its employees, volunteers, servants, agents, contractors, invitees, and licensees.

B. Tenant may, at its sole cost and expense, make suitable improvements or alterations to the Community Center upon advance written approval from the City, which may be approved or denied in the City's sole discretion. All such alterations or improvements (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, Tenant shall submit to the City a Project Proposal Request in form acceptable to the City, along with detailed plans. A copy of the current form of Project Proposal Request is attached as Exhibit D. These documents shall be submitted to the City at least sixty (60) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Code.

C. Not less than thirty (30) days prior to commencement of construction of any alteration or improvement on the Community Center, Tenant will provide the City with sufficient proof of required insurance, including worker's compensation, in form acceptable to the City's Claims Investigator and Adjuster.

X. INSURANCE AND INDEMNIFICATION

A. Tenant shall procure and maintain continuously in force a policy of insurance covering all of its activities at the Community Center. 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 of Tenant's activities occurring on or within the Community Center, 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,

additional named insured endorsement shall read as follows: “This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage.” The City is an additional insured not subject to the “other insurance” condition or other policy terms which conflict with the agreement between the named insured and the City. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, then it must be a pre-2004 edition.

C. The City reserves the right to require Tenant 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.

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 Community Center, nor for any damage that may result from the negligence of any other person whatsoever.

F. Tenant shall be responsible for any losses or damages whatsoever caused by the acts of Tenant, or its employees, agents, participants, volunteers, or invitees. Tenant 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, damages 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 Tenant, 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 Tenant, arising out of, related to or associated with the lease, use, maintenance or operation of the Community Center by Tenant or performance of its obligations under this Agreement. Promptly after receipt by the City of notice of the commencement of any action with respect to which Tenant is required to indemnify the City, the City shall notify Tenant in writing of the commencement thereof, and, subject to the provisions of this Agreement, Tenant shall assume the defense of such action, including the employment of counsel satisfactory to the City and the payment of expenses. In so far 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. This indemnification provision shall survive expiration or termination of this Agreement for any reason.

XI. REPORTING, RECORDS RETENTION, AND GOVERNMENT DATA PRACTICES

G. 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. Tenant shall comply with the Minnesota Government Data Practices Act.

H. 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 Agreement and

referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, Tenant shall immediately notify the City and consult with the City as to how Tenant should respond to the request. Tenant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Tenant's unlawful disclosure or use of data protected under state and federal laws.

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

J. 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, Tenant shall provide all requested books, records, documents, and accounting procedures and practices related to this Agreement.

XII. INDEPENDENT RELATIONSHIP

A. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Tenant as 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. Tenant 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 Tenant's employees or agents while so engaged shall in no way be the responsibility of the City.

XIII. NO ASSIGNMENT ALLOWED

Tenant shall not in any way assign or transfer its rights or interests under this Agreement or sublet the Leased Premises or any portion thereof.

XIV. 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 and/or the operation of the Community Center, 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.

XV. WAIVER

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.

XVI. NO THIRD PARTY RIGHTS

This Agreement is to be construed and understood solely as an agreement between the parties hereto regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person, organization, or business shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

XVII. COMMUNICATIONS AND NOTICES

A. 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.

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

One Roof Community Housing
Attn: Executive Director
12 E. 4th Street
Duluth, MN 55805
(218) 727-5372

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.

XVIII. COMPLIANCE WITH LAWS

A. Tenant shall conduct its activities related to the Services and the Community Center in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth.

B. Tenant 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 the Community Center.

C. Tenant shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed at the Community Center.

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

XIX. APPLICABLE LAW

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

XX. AMENDMENTS

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.

XXI. 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, 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.

XXII. 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.

XXIII. 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 Community Center 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.

XXIV. ENTIRE AGREEMENT

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. All previous agreements between the parties for any portion of the Community Center or the Leased Premises are terminated.

XXV. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date shown below.

CITY OF DULUTH

By: _____
Mayor

ATTEST:

City Clerk

Dated: _____

Approved as to form:

City Attorney

Countersigned:

City Auditor

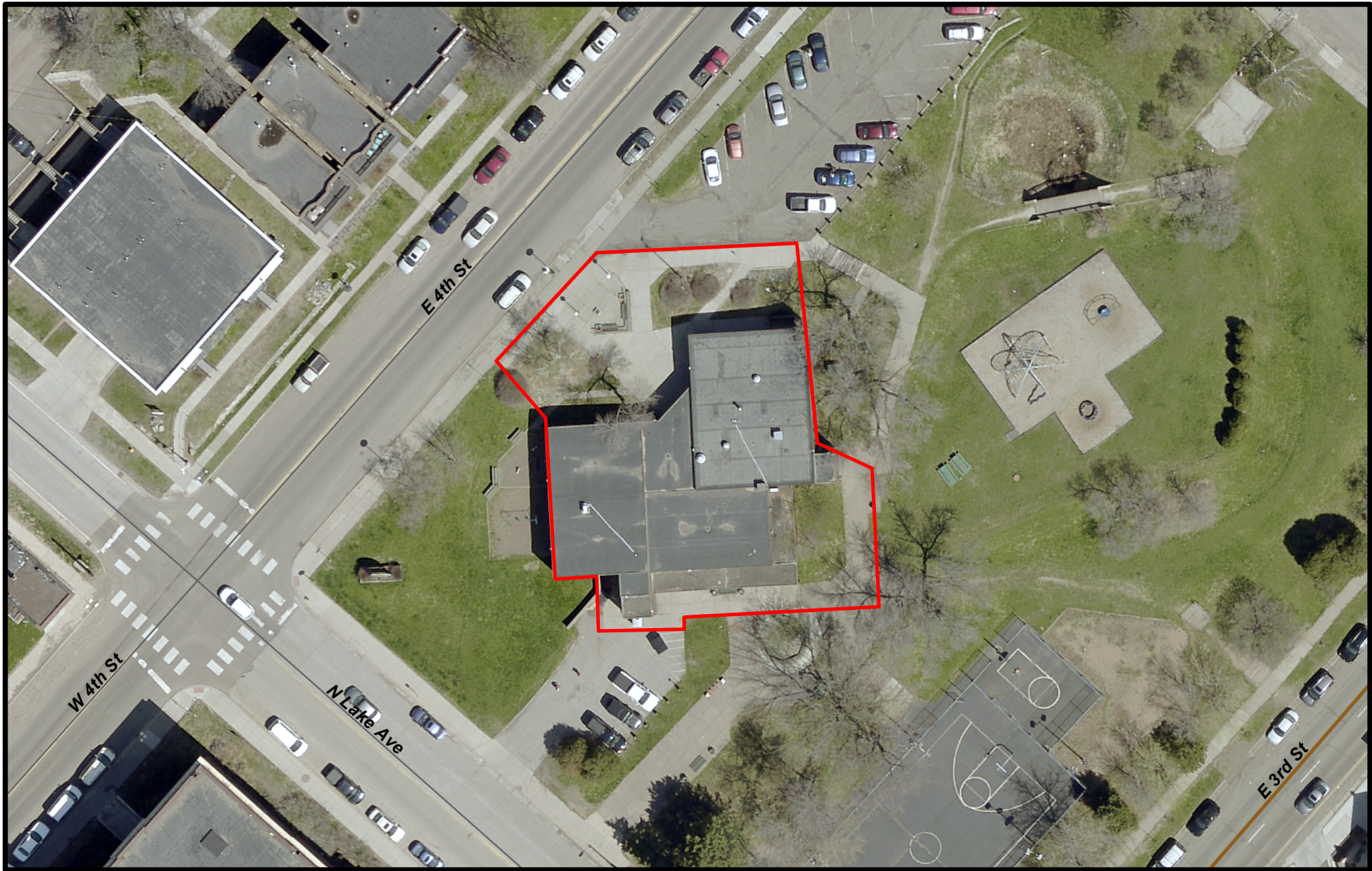
ONE ROOF COMMUNITY HOUSING

By: _____

Its: _____
Authorized Representative

Printed Name: _____

Dated: _____



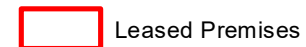
Printed Date: 4/17/2020

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.



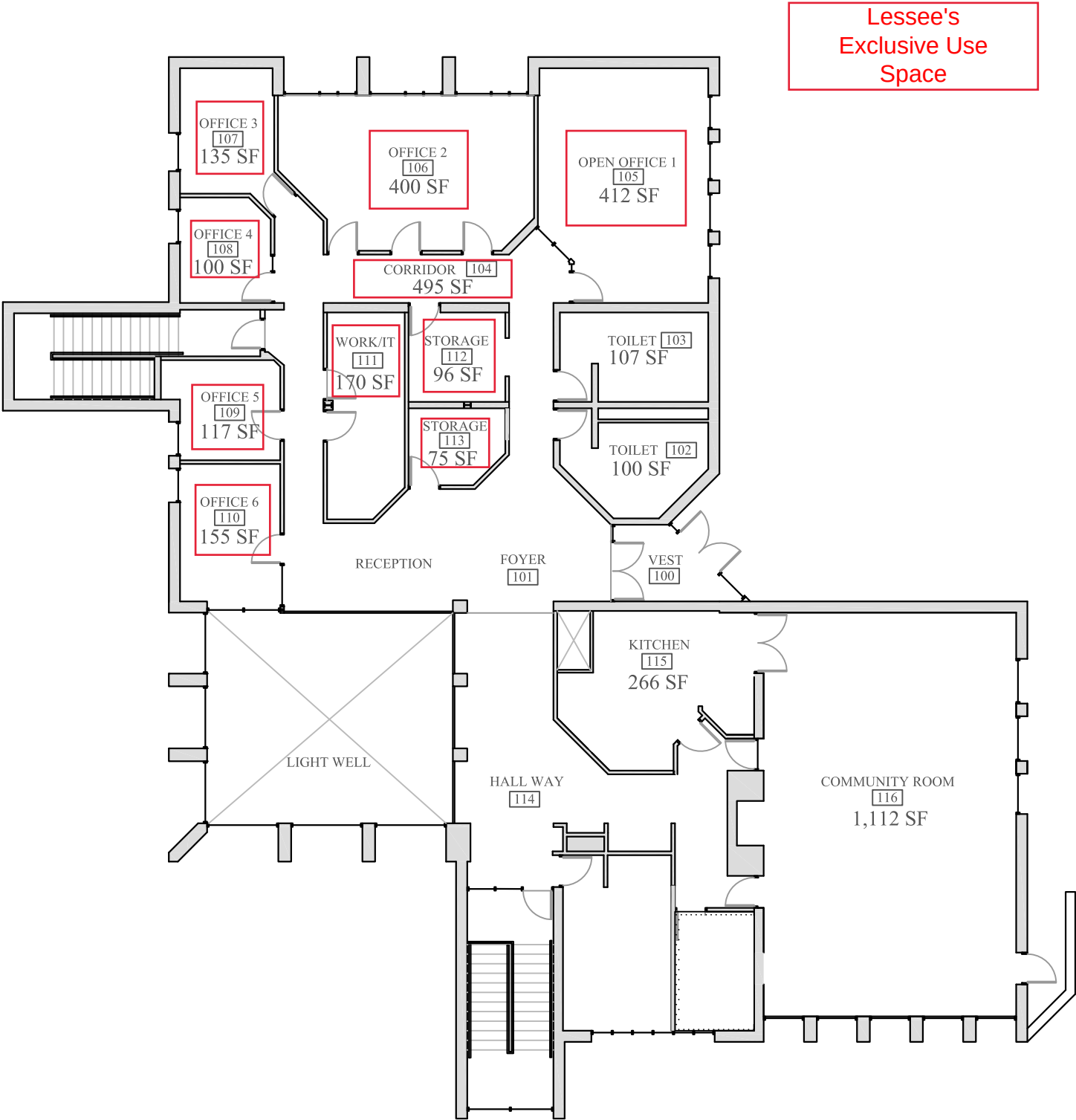
Exhibit A



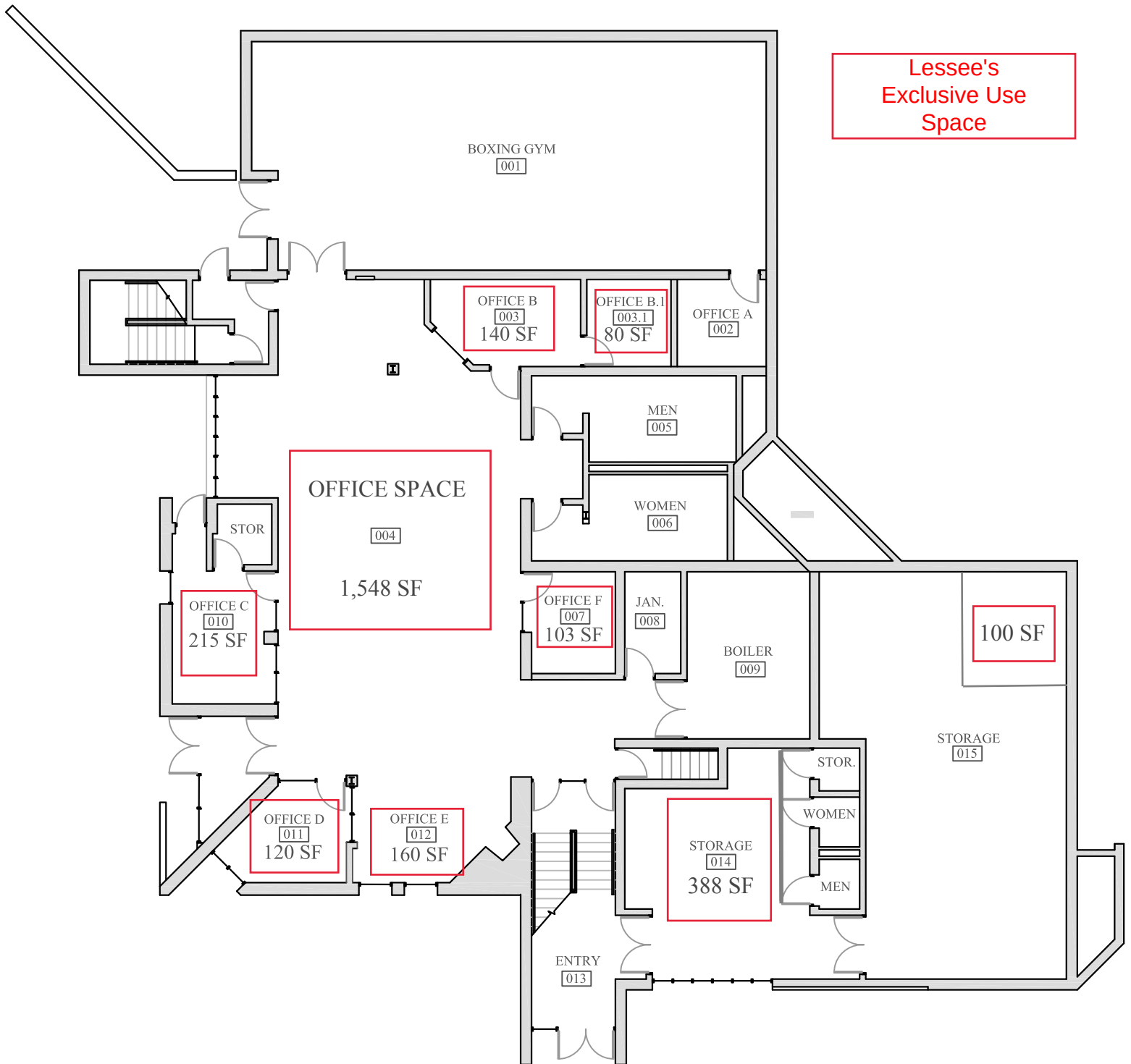
0 60 120 Feet



EXHIBIT B



CHC - UPPER FLOOR PLAN



CHC - LOWER FLOOR PLAN



EXHIBIT C

12 East 4th Street, Duluth MN 55805
CENTRAL HILLSIDE CENTER (CHC)
BUILDING RENTAL PERMIT

ROOM REQUESTED	Classroom	DATE(S) OF EVENT:
TYPE OF ACTIVITY:		
CONTACT:		RECURRING? YES NO
ADDRESS:		
CITY:	STATE:	ZIP:
		TIME: _____ am/pm to _____ am/pm (Please Include Set-Up & Clean-Up Time.) ***Times available 8am-10pm***
CONTACT E-MAIL:		KITCHEN USE REQUESTED: YES NO
PHONE:	CELL	HOME
APPLICANT SIGNATURE:		APPLICATION DATE:

This is a City-Owned Facility that is managed by One Roof Community Housing.

ALL PAGES OF THIS FORM MUST BE FILLED OUT & SIGNED BEFORE IT CAN BE APPROVED

CENTRAL HILLSIDE CENTER RENTAL FEES:

PLEASE WRITE TWO SEPARATE CHECKS (payable to "One Roof Community Housing", one for the rental fees and one for the deposit; deposit check will be returned upon satisfactory inspection of building).

Meetings & Events (private parties, political events, etc.): \$20 per hour

Building Damage Deposits (required for all rentals): \$100 w/o alcohol, \$200 w/alcohol consumption permit**/

**Additional fees apply for applying for alcohol consumption permit.*

If the Key Card is lost or damaged you will be charged \$25. If you paid the building deposit, \$25 will be deducted from this amount to cover the replacement costs.

Alcohol:

No alcoholic beverages shall be distributed to, carried on, or consumed by the persons attending this event unless an alcohol consumption permit has been approved and a uniformed police officer is present. MN State statutes may also apply. You **must apply** for an alcohol consumption permit with the City of Duluth. Alcohol Consumption Applications can be found here: <http://www.duluthmn.gov/parks/reservations/> or ask us for a copy. The approved permit must be in your possession at the event.

Please provide a copy of the approved permit to One Roof at least three days prior to the scheduled event.

CHC RENTAL POLICIES AND RULES

CHC RENTALS INCLUDE:

- Existing tables and chairs. Please discuss needs and plan to move tables and chairs within the building as needed for your event, and return them after the event.
- Additional items must be provided by permittee. **We do not provide projectors, screens or any other audiovisual equipment.**

- When renting a room, please indicate if you will use the kitchen (note: if during business hours, you may be sharing with building tenant staff)

KITCHEN USE INCLUDES:

- Sinks, countertops, stove, microwave, dishwasher, and limited cookware/serve ware. Any use of cookware/serving ware must be washed and put away immediately following your event. Detergent and cleaning supplies are found above the sink.
- Refrigerators and freezers are **not available** for use. They are ONLY for building tenant staff.
- Additional serving utensils, cups/dishes, etc., must be provided by permittee.
- Permittees may NOT consume any disposable plates, napkins, cups, silverware or paper towels found in the kitchen. Those belong to building tenants only.

CLEANING

- Areas used must be swept and spot-mopped
- A broom, mop, bucket and cleaning supplies are available in the kitchen

RULES AND GUIDELINES

- A copy of the signed permit must be in the permittee's possession when using the facility.
- The contact person or organization shall be responsible for the conduct and safety of all present.
- Only the room or rooms indicated in the permit shall be used for your event. Please control/limit access to other parts of the building by your guests.
- During business hours, please limit music, incense, scented candles, etc. and large gatherings outside the front entrance until after business hours or any other activities that would interfere with clientele and staff operations with-in the building.
- For-Profit sales are only allowed after business hours and only if rental fees (not the deposit) have been paid.
- Deposit all trash and recyclables in the proper receptacles.
- Motorized vehicles of any type may not be driven on or parked upon any off-the-road area.
- City ordinances must be followed.
- Permit fees are non-refundable and non-transferable from one day to another.
- Your deposit check will be returned upon the satisfactory inspection of building following your event.
- If your reservation falls on a weekend, Please make arrangements to pick up the key for the facility at least two days prior to the event.
- Please discuss door unlocking procedure, security during the event, key reservations and returns prior to the event.
- Any Face Book events created for your activity must reference the location as: **"Central Hillside Community Center Classroom, 12 E. Fourth St. (Corner of Lake Ave & 4th Str.)"** You do not have permission to use One Roof Community Housing's Face Book presence as the location for the event.
- If you have a problem or *emergency* with a reservation and it falls on an evening or weekend, please contact 218-348-1850. If you have a problem with the building WHILE you are here during your event/ meeting, please call 218-348-1850.

Recurring Meetings:

- A new rental permit and security deposit needs to be signed at the beginning of each year (January 1st) before your event will be added to the new calendar year.
- We reserve the right to cancel your recurring meetings if two consecutive meetings are not held. We will make two attempts to contact you. Therefore:
- It is your responsibility to update the contact information provided on the rental permit.

I have read these Rental Policies and Rules and will follow them as described herein. I acknowledge that if I do not follow these rules, my deposit may be retained to cover any direct costs associated with cleaning or damage repair and that my (or my organizations') ability to rent the facility again may be jeopardized.

Applicant Signature

Date:

Name of Organization Applicant is representing

NON PROFIT AND/OR COMMUNITY GROUP USAGE POLICY One Roof may, under certain circumstances, waive the building rental fee for meetings by non-profit agencies, government agencies and/or community groups. In particular, the fee may be waived for meetings that include or are open to the general public and serve to provide information toward or receive input into matters that serve a community purpose or that concern the well-being or betterment of the immediate surrounding neighborhood or the community as a whole. Waiver of fees shall not be granted for exclusive events, for-profit business, fundraisers, parties/weddings or political events. Waiver of fees shall not be assumed and must be granted in writing by One Roof. Building Damage Deposits for meetings or events after hours or on weekends shall not be waived under any circumstances, for any non-profit or community group. One Roof Executive Director or Deputy Director will make the determination as to which rentals constitute a community purpose or which organizations qualify for this fee waiver.

If requesting a fee waiver, please provide additional information about your organization or group, meeting purpose and anticipated audience: _____

SIGN HERE IF REQUESTING WAIVER: _____

ONE ROOF DECISION ON WAIVER (Circle One): APPROVED/DENIED

ONE ROOF SIGNATURE: _____

CHC BUILDING USE HOLD HARMLESS

Permittee agrees to defend, indemnify, and save harmless the City of Duluth and/or One Roof Community Housing from any and all liens, claims, suits, demands, liability, judgment costs, damages, and expenses which may accrue against or be charged or may be recovered from the City and/or One Roof Community Housing by reason of or account of any claim for damage arising from Permittee's use or occupancy of the premises whether or not person or persons including Permittee, its members, Permittee's employees, agents, volunteers, invitees, or tenants, whomsoever occasioned or caused by the contact, acts, or omission of Permittee, its members, volunteers, invitees, or tenants, or by reason of the use, development, operation, or maintenance of said premises by Permittee under this agreement. Upon ten (10) days written notice, Permittee will appear and defend all claims and lawsuits against the City and/or One Roof Community Housing growing out of any such injury or damage resulting from any defect in the construction or condition of all the interior and exterior premises of the site. The City and/or One Roof Community Housing do not waive its immunities under state or federal law.

Permittee Signature

Date

Name and Organization Permittee is Representing

FOR OFFICE USE ONLY Private _____ For Profit _____ Non Profit _____

Alcohol Consumption: YES NO If Yes...Open Bar _____ Cash Bar _____ **Attach Alcohol Permit

Total Rental Fee Due: _____ Hourly Rate: _____

Deposit: _____ Key Deposit: _____

Check # _____ Deposit Check# _____

Amount Paid: _____ Receipt # _____ Deposit Receipt # _____

Deposit Return Date: _____

*****Please return Application and Alcohol Permit (as applicable): in person, by email at info@1roofhousing.org, by fax 218-727-9368 or by mail to One Roof Community Housing, 12 E. 4th Street, Duluth MN 55805***

EXHIBIT D



Parks & Recreation

Ground Floor
411 West First Street
Duluth, Minnesota 55802



218-730-4300



parks@duluthmn.gov

July 1, 2022

Dear Community Partner:

Thank you for your interest in proposing an improvement project on City property. We recognize that working closely with the community is an important way 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. Proposals may be submitted by individuals and community organizations, as well as City Divisions/Departments. Please note that acquiring funds for a project through grants, fundraising, donations, or other means does not guarantee project approval. It is strongly recommended that organizations seek City approval in advance of, or at least concurrent with, pursuing funding.

In responding to project proposal submissions, Parks and Recreation, as the City entity receiving completed project proposals, will:

1. Accept and review all Project Proposal Forms;
 - a. Should project proposals be submitted that do not apply to park property, our Division will route that project proposal onward to the appropriate City Division for review and processing.
2. For Parks-related Project Proposal Forms:
 - a. Conduct an internal review to evaluate project proposals.
 - b. Use general criteria included with the Project Proposal Application Form for reference.
 - c. Consult across departments/divisions as appropriate.
 - d. Communicate with proposer with questions, requests for additional information, and/or requests or suggestions for proposal modifications.
 - e. Provide notice of Project Proposal status as approved or denied.
 - i. If approved, facilitate the process with the proposer to project completion.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

The intent of this process is to streamline review, evaluation, and decision making against existing plans, standards, and uses. Please contact our mainline at 218-730-4300 for additional information.

Thank you for proposing projects that improve and enhance our City!

Jessica Peterson
Parks and Recreation Manager



PROJECT PROPOSAL APPLICATION FORM

Use this form to propose a City of Duluth improvement project on park property. Responses should be attached to your submission. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

Please submit completed application materials to: projectproposal@duluthmn.gov.

APPLICANT CONTACT INFORMATION - REQUIRED

Date of Application

Name

Organization

Email

Phone

Organization Description (length operating, membership, formal/informal, non-profit status, mission, etc.)

Proposed Project Name

Proposed Project Location

PROJECT PROPOSAL FORM - APPLICATION QUESTIONS

Please submit responses to the following questions regarding your proposed project.

- 1. Describe, with as much detail as possible, the location(s) of the proposed project.** Give the park/trail name(s), location within park/trail, GPS coordinates, and/or attach an image clearly identifying the location(s).
- 2. Describe the proposed project in as much detail as possible.** Why is the project needed and necessary? What is the timeline? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required for any physical improvements. These may include location, sizes, wording, colors, etc. Include or attach any additional information about this project.
- 3. Describe the benefits of the proposed project.** Is it expected to add to or reduce costs for the City or a user group? Is it a functional improvement? Does it provide aesthetic benefit to the park? Are there potential safety concerns or does it resolve safety concerns?

4. **Describe the approximate cost to complete the project and the funding sources.** Are funding sources planned, pending, or secured? Is the proposer seeking City funding or resources to support the project? If so, what resources and how much (time, materials, cash contribution...)?

5. **Does this project have the support of neighbors living nearby and/or other groups who may be regularly using the space?** How have you communicated the proposed project to them?

6. **Does the project require any specific permitting?** If so, have permits been secured? (Park space reservations for exclusive use, construction permits, land use, etc.)

NOTE: It is generally advised that applicants be aware of permit requirements, but not pursue these until approval of the project is granted.

7. **Long-term maintenance.** If applicable, what is the long-term maintenance plan for the proposed project? Who will be involved and what are their proposed roles/responsibilities? Timeline?

For Temporary Art Installations:

8. **Describe the envisioned timeline and duration of the installation.** Dates, length of time, etc. from installation to removal.

9. **Does the project have a designated point of contact** to respond to vandalism, damage, etc. on short notice if needed? Please provide contact information.

10. If an event is intended to coincide with the installation, have you or will you be coordinating this with the Parks Permit Coordinator or another City staff person? Please share details.

Additional Information:

FOR OFFICE USE ONLY

The following criteria will be used to evaluate project proposals:

- Impacts to any of the following energy types? Electricity, Gas, Oil, Steam, Water and Sewer.
- Alignment and compatibility with plans: Comprehensive Plan, Parks and Recreation Master Plan, system plans, strategic plans, mini-master plans, etc.
- Compliance with ADA and/or ABA standards for accessibility
Compatibility with surrounding and adjoining uses
- Compatibility with current licenses, agreements, contracts between City and applicable third-party organizations
- Compliance with zoning and land use
- Permit requirements identified and able to be obtained

	<u>Y</u>	<u>N</u>	<u>N/A</u>
1. Is the proposed location(s) available and safe for proposed project?			
2. Will the proposed project ensure that current users or park use have limited negative impact or interference? (Safety, enjoyment of space...)			
3. Will the proposed project ensure that the physical nature of the site and its surroundings—short and long-term—are not negatively impacted? <i>Turf damage, modifications creating safety concerns, tree damage, litter, disintegration or detachment of installation materials...</i>			
4. If the park has an established theme or style, will the proposed project complement that theme or style?			
5. Is the proposer or their approved appointee available to respond to, address, repair, and/or remove the proposed project materials within a reasonable notice period if requested by City? <i>Graffiti, vandalism, weather impacts, broken parts, etc.</i>			
6. Will private/special/public events in the vicinity of the proposed project remain unaffected?			
a. If affected, is artist willing to adjust or mitigate?			
7. Might private/special/public events benefit from the proposed project?			
8. Temporary Art: Is this truly a Temporary Art Installation? <i>Not a permanent installation, permanent mural, nor a special/private event. Consult permitting as appropriate.</i>			

CITY OF DULUTH
PARKS AND RECREATION
411 WEST FIRST STREET DULUTH, MN 55802
projectproposal@duluthmn.gov
(218) 730-4300

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.

Date of incident/injury:	☐ Employee ☐ Non-Employee	Department/Division:
Choose one that best describes this claim: ☐ Incident only, no medical care ☐ Medical only, no lost time ☐ Injury includes lost time		
Initial treatment sought: ☐ Hospital ER ☐ Clinic ☐ Refused to see MD / None		Doctor/clinic name, address, phone number:

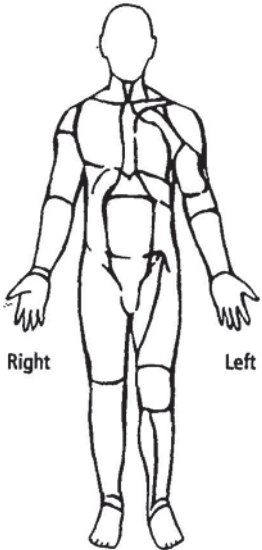
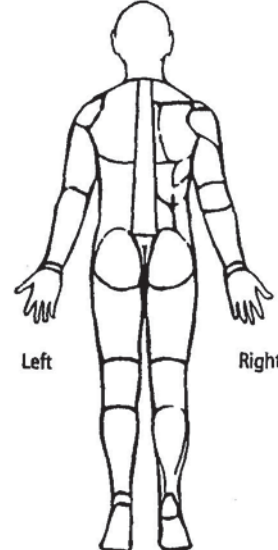
Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:		Gender: ☐ Male ☐ Female

Did injury occur on employer's premises? ☐ Yes ☐ No	Name and address of the place of the occurrence:
Time employee began work: _____ ☐ a.m. ☐ p.m. Time of injury: _____ ☐ a.m. ☐ 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: ☐ Yes ☐ No ☐ 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: ☐ Yes ☐ 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?	

EXHIBIT E

City of Duluth Incident/Injury Report

CAUSE ☐ Slip and fall ☐ Struck by equipment ☐ Lifting or moving ☐ Caught (in, on, or between) ☐ Needle puncture ☐ Object in eye (☐ Right ☐ Left) ☐ Repetitive/overuse ☐ Other (specify): _____ TYPE OF INJURY ☐ Scrape/bruise ☐ Sprain/strain ☐ Puncture wound ☐ Cut/laceration ☐ Concussion ☐ Bite ☐ Chemical burn/rash/breathing difficulties ☐ No apparent injury ☐ Other (specify): _____	MARK AREAS OF INJURY BELOW: Areas can be marked by typing an "X" in the text box wherever needed. Front  Back 
---	--

COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE						
<u>For vehicle accidents:</u> Attach sketch and additional information of how vehicle accident occurred. Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)						
Incident Location: _____			Time of incident: _____ ☐ a.m. ☐ p.m.			
Police called: ☐ Yes ☐ No		Police Traffic Accident Report ICR #: _____				
City vehicle, property, or equipment involved	Description:					
	Vehicle #:		Make/Model:		Year:	
	Describe damage:					
Non-city vehicle, property, or equipment involved	Owner full name:			☐ Driver ☐ Passenger ☐ Other		
	Owner address:					
	Owner phone number:		Vehicle license #:			
	Make/Model:		Color:		Year:	
	Describe damage:					
<u>Weather conditions:</u> ☐ Clear ☐ Wind ☐ Rain ☐ Cloudy ☐ Fog ☐ Sleet ☐ Snow		<u>Roadway conditions:</u> ☐ Dry ☐ Mud ☐ Wet ☐ Paved ☐ Snow ☐ Unpaved ☐ Ice		<u>Light conditions:</u> ☐ Night ☐ Day ☐ Good ☐ Poor		Approximate temperature: _____ °F Estimated speed: _____ mph Vehicle: ☐ Loaded ☐ Empty What was load: _____ Drug and/or alcohol test? ☐ Yes ☐ No ☐ N/A

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____