

EXHIBIT 1

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota ("City") and COMPANIES TO CLASSROOMS, DULUTH, a Minnesota nonprofit corporation ("CTC").

The parties acknowledge the following:

A. City owns a building located at 901 East 11th Street in Duluth, Minnesota commonly known as and referred to in this Agreement as the "Grant Recreation Center." The Grant Recreation Center is outlined on the attached Exhibit A.

B. Grant Recreation Center is located on land owned by Independent School District No. 709, a Minnesota public corporation and political subdivision ("ISD 709").

C. City no longer maintains or uses Grant Recreation Center.

D. CTC's mission (its "Mission") is to support students and teachers by providing educational supplies free of charge through the operation of a store stocked with excess supplies and inventories donated by local businesses, organizations and individuals. CTC desires to use Grant Recreation Center for the advancement of its Mission and related services to the Duluth community (the "Services"), with the requirement that CTC will be responsible for all use and maintenance costs.

E. City and CTC desire to enter into this Agreement to allow CTC to use Grant Recreation Center to perform the Services.

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

A. THE LICENSE.

1. Subject to the terms and conditions set forth herein, City grants to CTC a revocable, exclusive license to use Grant Recreation Center (sometimes referred to in this Agreement as the "Licensed Premises") for the provision of the Services.

2. CTC may use the Licensed Premises only for the express purpose permitted by this Agreement and for no other purpose.

3. CTC acknowledges that Grant Recreation Center is located on land owned by ISD 709 and CTC's use is subject to the rights of ISD 709 as fee owner of the land on which the Licensed Premises are located.

B. TERM OF THE AGREEMENT. Notwithstanding the date of execution of this Agreement, this Agreement shall commence on or about October 11, 2021, and shall continue through September 30, 2024, unless earlier terminated (the "Term").

C. TERMINATION.

1. City may unilaterally terminate or suspend this Agreement immediately if City determines CTC has or is violating any term of this Agreement. City shall provide CTC with written notice of such violation and CTC shall have fourteen (14) days (or such longer period stated in the written notice) 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 City within fourteen (14) days (or such longer period stated in the written notice), then City may terminate this Agreement immediately by serving written notice to CTC. In the event of a violation of this Agreement by CTC, City, in addition to other rights or remedies it may have, shall have the immediate right of reentry to the Licensed Premises, and may remove all persons and property from the Licensed Premises. City may, in addition to any other remedy it may have, recover from CTC all damages incurred by reason of any violation of this Agreement, including the cost of recovering the Licensed Premises and for attorney's fees.

2. Either party may terminate this Agreement without cause by providing at least thirty (30) calendar days' written notice to the other party.

3. City may terminate this Agreement immediately on written notice to CTC if City believes in good faith that the health, welfare, or safety of the Licensed Premises, or occupants, users or neighbors would be placed in immediate jeopardy by CTC's continued use of the Licensed Premises. In the event of an immediate termination, CTC shall have fifteen (15) days to remove its personal property and fixtures from the Licensed Premises.

4. At the termination of this Agreement for any reason CTC shall restore the Licensed Premises to its original condition at the time CTC took possession of the Licensed Premises, or better, and remove all equipment or property, or, upon demand, pay to City the reasonable costs incurred by City to repair any damage and/or remove all equipment or property from the Licensed Premises owned or installed by CTC, its employees, servants, agents, contractors, invitees, tenants and licensees.

5. At the termination of this Agreement for any reason, City shall not be responsible for any of CTC's costs or expenses, including but not limited to costs associated with the removal or relocation of CTC's personal property and equipment.

D. LICENSE FEE. City shall not charge CTC a license fee for this Agreement. The parties acknowledge that the public benefit of the Services and CTC's repair and maintenance of the Licensed Premises is adequate consideration.

E. KEYS AND ACCESS TO BUILDING.

1. City, and/or its designees, shall have reasonable access to the Licensed Premises. CTC shall not change the locks or otherwise prohibit or inhibit City's access to any portion of the Licensed Premises.

2. City's Property and Facilities Manager (the "PFM Manager") shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution. CTC shall comply with City's Key Control Policy, a copy of which shall be provided to CTC, which is subject to unilateral change by City during the Term.

3. City shall provide CTC with keys and/or access cards to the Licensed Premises. CTC shall not make copies of any keys or access cards for the Licensed Premises. All keys and access cards shall be promptly returned to the PFM Manager upon termination or expiration of this Agreement.

F. CITY WARRANTY. City makes no representation that the Licensed Premises are suitable for any particular purpose or specific uses and CTC accepts the Licensed Premises in "as is" condition without representations or warranties of any kind.

G. CTC'S RESPONSIBILITIES. CTC shall, at its own expense, be solely responsible for the following:

1. Clean, repair and maintain the Licensed Premises in a clean, safe and reasonable state of repair, normal wear and tear excepted. CTC shall not make any alterations or improvements to the Licensed Premises without the prior written consent of City and then only upon the terms and conditions which may be imposed by City.

2. Provide all items required for daily use and cleaning of the Licensed Premises, including but not limited to, cleaning supplies, interior light bulbs, paper products, and plastic products (e.g., garbage bags).

3. Contract and pay for all utilities for Grant Recreation Center, including electric, heating fuel, water, sewer, and garbage/recycling pick-up. CTC shall remove and properly dispose of all litter and other waste. CTC shall comply with City's recycling requirements established by City's Energy Coordinator, which are subject to unilateral change by City during the Term.

4. Promptly notify City of any major repair work needed at the Licensed Premises and immediately take actions to maintain the public safety, avoid injury to persons and limit damage to the Licensed Premises, including but not limited to plugged toilet, bed bugs or roaches, property damage, major accident or death, flooding or leaking (water, gas, etc.), environmental crisis (pollutants, electrical lines down, gas leak, chemical release, flooding, or other serious issues), and any property/physical building emergencies not otherwise listed. CTC acknowledges that City (i) does not intend to

undertake any repairs or equipment replacement or repairs at the Licensed Premises; and (ii) intends to close the Licensed Premises and terminate this Agreement in the event major repairs or equipment replacement at the Licensed Premises are necessary and are not undertaken by CTC.

5. Remove snow and ice and provide anti-slip treatment on all sidewalks and pathways servicing Grant Recreation Center.

6. When offering the Services, ensure that the Licensed Premises will be properly supervised and overseen by employees or agents of CTC with sufficient empowerment and decision-making authority to act on behalf of CTC.

7. Procure and maintain all licenses and permits necessary for carrying out the provisions of this Agreement.

8. Maintain CTC's equipment, if any, in a safe, legal, and properly maintained manner. CTC shall prohibit the use of any unsafe, illegal, or deficient equipment on the Licensed Premises.

9. Be solely responsible for any losses or damages caused by CTC, including its employees, agents, volunteers, or program participants, to the Licensed Premises, or to any personal property owned by City. CTC shall pay to City upon demand the reasonable costs incurred by City to repair any damage done to the Licensed Premises by CTC, its employees, servants, agents, contractors, invitees, and licensees.

10. Be solely responsible for storage, theft, and/or vandalism of the Licensed Premises and CTC's personal property, equipment, tools, and machinery.

11. Follow all established written and unwritten policies, procedures, and instructions of City regarding the safety and security of the Licensed Premises, including, but not limited to, securing exterior doors and windows. When leaving the Licensed Premises, ensure that all doors are closed and locked and lights should be turned off. CTC shall immediately report any safety or security issues or concerns to City's Police Department and the PFM Manager.

12. Maintain the thermostat setting at a reasonable level to conserve energy. CTC acknowledges that only one of the two furnaces in the Licensed Premises is working properly and, if the second furnace is necessary to heat the Licensed Premises (to be determined by CTC), CTC shall be responsible for repairing it at CTC's sole expense.

13. Notify City in writing of any incident of injury or loss or damage to the property of City or any of CTC's participants or invitees occurring within the Licensed Premises. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of City's current form of Incident Report is attached as Exhibit B.

14. CTC may rent out any portion of the Licensed Premises to private groups, clubs or parties and may, at its discretion, charge a rental fee and collect a deposit. The rental fee and deposit shall be comparable to rental prices charged under similar circumstances. A schedule of rental fees shall be created by CTC and submitted to the City's Manager of Parks and Recreation (the "Parks Manager") for approval prior to becoming effective, which approval shall not be unreasonably withheld or delayed. CTC shall have the right to retain all rental fees, and the fees and deposits collected shall be separately managed and/or accounted for by CTC in order to identify funds received or expended in the operation and maintenance of the Licensed Premises. Such accounting details shall be provided to the City upon request. All rentals of the Licensed Premises shall be documented by a written rental agreement, which form of rental agreement shall be subject to the approval of the City Attorney prior to its use by CTC. If CTC rents out the Licensed Premises, it shall maintain a master calendar (the "Master Calendar") of all of the rentals. The Master Calendar shall be provided to the Parks Manager upon request. CTC shall be responsible to manage, oversee, and supervise rentals of the Licensed Premises and ensure that use of the Licensed Premises complies with all rules and laws.

H. CITY RESPONSIBILITIES. City does not intend and is not obligated to undertake any repairs or equipment replacement at the Licensed Premises. City shall not be responsible for the security of the Licensed Premises or any damage to CTC's property due to vandalism, lack of maintenance to the Licenses Premises, or any other cause.

I. HOLD HARMLESS. CTC agrees to indemnify, save harmless, and defend City and its officers, agents, servants, and employees from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of City or CTC, 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 CTC arising out of, related to or associated with the use or maintenance of the Licensed Property by CTC or in its performance of its obligations under this Agreement.

J. INSURANCE.

1. CTC, at its sole cost and expense, shall procure and maintain continuously in force Liability Insurance written on an "occurrence" basis under a Commercial General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of not less than \$1,500,000 for property damage liability, including limits of not less than \$100,000 for damage to rented premises (each occurrence). Insurance required in this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. CTC shall provide

City with Certificates of Insurance evidencing the required insurance coverage. The required insurance policies are subject to approval by the City Attorney, shall name City as an additional insured and shall provide for at least 30 days' written notice to City prior to the cancellation or modification of the policy. CTC shall provide copies of all insurance policies required by this Agreement within 10 days of City's written request. City reserves the right to require CTC 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.

2. City does not represent or guarantee that the types or limits of coverage required by this Agreement are adequate to protect CTC's interests and liabilities.

3. City shall not be liable to CTC for any injury or damage resulting from any defect in the construction or condition of Grant Recreation Center nor for any damage that may result from the negligence of any other person whatsoever.

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

K. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting CTC or CTC personnel as an agent, representative, or employee of City for any purpose or in any manner whatsoever. CTC and its employees shall not be considered employees of City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of CTC's employees or agents while so engaged, shall in no way be the responsibility of City.

L. ASSIGNMENT. CTC shall not in any way assign or transfer its rights or interests under this Agreement or subcontract with any other party without the prior written consent of City.

M. LAWS, RULES AND REGULATIONS. CTC shall conduct its activities related to this Agreement 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, including, but not limited to, all laws, rules, and regulations relating to accessibility standards under the Americans with Disabilities Act. CTC shall not unlawfully discriminate and shall comply with all applicable federal and state laws regarding non-discrimination. CTC shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed at the Licensed Premises.

N. WAIVER. The waiver by City or CTC of any breach of any term, covenant, or condition herein contained, shall not be deemed a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

O. 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 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.

P. NOTICES. Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to Companies to Classrooms, Duluth, Attn: Mary Streufert, 218 Garden Street, Duluth, MN 55812 and to City of Duluth, Attn: Property and Facilities Manager, 1532 W. Michigan Street, Duluth, Minnesota 55806, or to such other persons or addresses as the parties may designate to each other in writing from time to time.

Q. COMPLIANCE WITH AGREEMENT. The right of CTC to use the Licensed Premises is subject to CTC's compliance with the undertakings, provisions, covenants, and conditions herein.

R. APPLICABLE LAW. This Agreement, together with all of its paragraphs, terms, and provisions, is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

S. AMENDMENTS. Any amendments to this Agreement shall be in writing and shall be executed by the authorized individuals of each party.

T. 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 individuals who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said individuals will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

U. DATA PRACTICES. CTC shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by CTC under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by CTC. If CTC receives a request to release the data referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, CTC must immediately notify City and consult with City as to how CTC should respond to the request. CTC agrees to hold City, its officers, and employees harmless from any claims resulting from CTC's unlawful disclosure or use of data protected under state and federal laws.

V. ALCOHOL, TOBACCO, AND DRUG USE. There shall be no smoking, vaping, or use of alcohol, tobacco, or e-cigarette products or illegal drugs whatsoever on the Licensed Premises or as otherwise prohibited by state or local laws.

W. ALTERATIONS AND IMPROVEMENTS

1. CTC may, at its sole cost and expense, make suitable improvements or alterations to the Licensed Premises only with the advance written approval of the PFM Manager, in their sole discretion. This provision includes the delivery, installation, and/or storage of any temporary or permanent containers or structures on the Licensed Premises. All improvements and alterations to the Licensed Premises shall become the property of the City. Prior to commencing any improvements or alterations CTC shall submit to the City a project proposal request along with detailed plans in the form required by the City. A copy of the City's current form of Project Proposal Request is attached to this Agreement as Exhibit C. The Project Proposal Request 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 all applicable laws.

2. Not less than ten (10) days prior to commencement of construction of an alteration or improvement on the Licensed Premises, CTC will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance is subject to approval by the City Attorney before the commencement of construction of the alteration or improvement.

3. CTC shall be responsible for operational costs and maintenance of improvements, installations, and facilities installed pursuant to this Section W and shall operate them in a safe manner.

X. ENTIRE AGREEMENT. This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes and completely replaces all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. There are no representations, warranties or stipulations, either oral or written, not herein contained.

Y. 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 is intentionally left blank.]

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

CITY OF DULUTH, MINNESOTA

COMPANIES TO CLASSROOMS, DULUTH

By: _____
Mayor

By: _____

Printed Name: _____

ATTEST:

Its: _____

City Clerk

Date: _____

Dated: _____

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM:

City Attorney

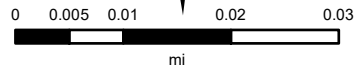


EXHIBIT A



Grant Recreation Center/
Licensed Premises

Map created using County Land Explorer
www.stlouiscountymn.gov/explorer



County Land Explorer

St. Louis County

www.stlouiscountymn.gov/explorer

Minnesota

Disclaimer

This is a compilation of records as they appear in the Saint Louis County Offices affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein

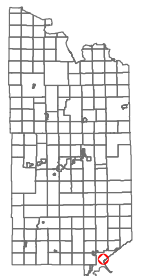


EXHIBIT B City of Duluth Incident/Injury Report

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to accidentreporting@duluthmn.gov.

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

Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:	Date of birth:	
			Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
---	--

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

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

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

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

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

Names and phone numbers of witnesses:

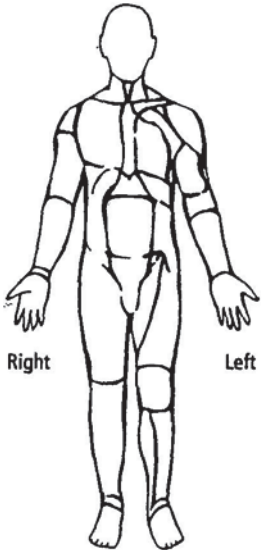
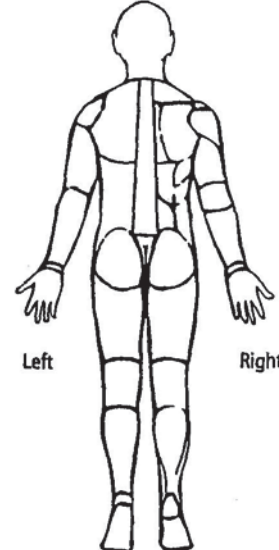
Incident was a result of: safety violation machine malfunction product defect motor vehicle accident N/A

Supervisor comments:

What actions have been taken to prevent recurrence?

EXHIBIT B

City of Duluth Incident/Injury Report

<p>CAUSE</p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p>TYPE OF INJURY</p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;">MARK AREAS OF INJURY BELOW:</p> <p style="text-align: center;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Front</p>  </div> <div style="text-align: center;"> <p>Back</p>  </div> </div>
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COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE				
<p>For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred. Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)</p>				
Incident Location: _____		Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____		
City vehicle, property, or equipment involved	Description:			
	Vehicle #: _____	Make/Model: _____	Year: _____	
	Describe damage: _____			
Non-city vehicle, property, or equipment involved	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other	
	Owner address: _____			
	Owner phone number: _____		Vehicle license #: _____	
	Make/Model: _____		Color: _____	Year: _____
	Describe damage: _____			
Weather conditions:	Roadway conditions:	Light conditions:	Approximate temperature: _____ °F	
<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night	Estimated speed: _____ mph	
<input type="checkbox"/> Rain <input type="checkbox"/> Cloudy	<input type="checkbox"/> Wet <input type="checkbox"/> Paved	<input type="checkbox"/> Day	Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty	
<input type="checkbox"/> Fog <input type="checkbox"/> Sleet	<input type="checkbox"/> Snow <input type="checkbox"/> Unpaved	<input type="checkbox"/> Good	What was load: _____	
<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor	Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____



EXHIBIT C

Public Administration Department Parks and Recreation Division

City Hall - Ground Floor • 411 West First Street • Duluth, Minnesota • 55802
218-730-4300 • www.duluthmn.gov/parks/index.cfm



April 9, 2019

Dear Community Partner:

Thank you for your interest in proposing an improvement project for City property. We recognize that working closely with the community is an important way we can fulfill our responsibility to develop long-term strategies, plans and improvements that benefit the greatest number of constituents possible and effectively use limited resources.

Each year there are numerous requests for projects on City property. To better respond to the requests, the City has developed a system that will result in better communications, tracking and processing of project proposals. It establishes Parks and Recreation as the City entity that will: (1) accept and review all submitted parks related Project Proposal Forms; (2) conduct an internal review to determine compatibility with all parks planning documents, industry best practices, and standards set by the Division, (3) pending preliminary approval by parks review staff, forward to appropriate city staff in other divisions, (4) if approved, facilitate the process to project completion. Once your project proposal request is received, staff will initiate the review process, with the intent to provide a response within sixty (60) days.

The intent of this process is to expedite decision making, properly evaluate proposals against existing plans, standards, and uses; clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. At any point in the process, Parks and Recreation can be contacted to respond to questions or concerns.

In past years, this process has seen a number of projects completed for the betterment of our community, including installation of park benches, playfield renovations and community beautification projects. Proposals may be submitted by individuals and community organizations, as well as City staff.

Please note that acquiring funds for a project through CDBG, a DNR grant, fundraising, donations or other means does not guarantee project acceptability. Any project on City property must also receive recommendation and approval by the appropriate City officials. It is strongly recommended that City approval should occur in advance of, or at least concurrent with, pursuing funding.

If you have any questions, please contact Jessica Schoonover at (218) 730-4325.

Sincerely,

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



Use this form to propose a City of Duluth improvement project on park property. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests. You or your organization will receive a response to the project proposal request within sixty (60) days of submission. **Please submit completed form, along with attached map to: projectproposal@duluthmn.gov.**

APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Park Location:

E-mail:

Primary Phone:

Secondary Phone:

IS YOUR PROJECT RELATED TO

PUBLIC

-ARTS-
-MEMORIALS-
-MONUMENTS-

IF SO, YOUR PROPOSAL WILL BE SHARED WITH THE DULUTH PUBLIC ARTS COMMISSION FOR REVIEW.

PROJECT PROPOSAL

Use additional sheets if more space is needed.

PROJECT LOCATION

Describe as best as possible the location of the proposed project. Give the park name, location within park, and GPS coordinates. If the project is City-wide, please state "City-wide."

PROJECT DESCRIPTION

Describe the proposed project in as much detail as possible. Why is the project needed and necessary? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required so those reviewing the proposal have a better understanding of your project. These may include location, sizes, wording, colors, etc. **Please attach any additional information about this project.**

Attached

Not Applicable

PROJECT JUSTIFICATION

Describe the benefit of the proposed project. Is it a safety issue? Will it provide cost savings to the City? Is it a functional improvement? Does it provide aesthetic benefit to the park?



PROJECT COST

Describe the approximate cost to complete the project. This can be a "guesstimate." This is only considered to be a rough guideline.

POTENTIAL SOURCE OF FUNDING

Describe potential funding sources for the project.

NEIGHBOR SUPPORT

Does this project have the support of neighbors living nearby?

Yes No Uncertain Not Applicable

Comments:

ENERGY USE

Will this project change the use of any energy type listed below?

Yes No Uncertain Not Applicable

If yes, check all energy types where use is expected to change.

ELECTRICITY (kWh) GAS (Therms) OIL (gallons) STEAM (Pounds) WATER and SEWER (CCF)

ADDITIONAL CONSIDERATIONS

The City of Duluth considers our long-term strategies, Master Plans, Accessibility Plan and Capital Improvement list, as well as legal requirements, in evaluating proposals. Please review the considerations below and add any comments you have.

CONSIDERATION (A): Project is compatible with Park Master Plan, systems plans, Strategic Plans, etc.

COMMENT (A):

CONSIDERATION (B): Project is compliant with ADA Accessibility Plans.

COMMENT (B):



CONSIDERATION (C): Project is compatible with surrounding and adjoining uses.

COMMENT (C):

CONSIDERATION (D): Project will meet standards for materials and construction practices.

COMMENT (D):

CONSIDERATION (E): Project complies with zoning code and land uses.

COMMENT (E):

CONSIDERATION (F): Project does or does not require a permit.

COMMENT (F):

CONSIDERATION (G): Increases cost to maintain or operate. *(Note: If this is the case, and the project is approved, it may need to be incorporated into the Capital Improvement Plan and be approved by City Council.)*

COMMENT (G):

SUBMIT COMPLETED FORMS to:

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