

## **EXHIBIT 1**

### **LEASE AGREEMENT BETWEEN CITY OF DULUTH AND DULUTH AMATEUR YOUTH BASKETBALL ASSOCIATION**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, by and between the CITY OF DULUTH, hereinafter known as the "City," and the Duluth Amateur Youth Basketball Association, Inc., hereinafter known as "DAYBA."

WHEREAS, the City is the property owner of the Washington Recreation center located at 310 N. First Avenue West (the "Premises"); and

WHEREAS, DAYBA is a nonprofit corporation duly organized and existing under the laws of the State of Minnesota and provides a youth basketball program that benefits the community, its citizens, and residents; and

WHEREAS, the DAYBA wishes to enjoy non-exclusive use of the gymnasium and lease two rooms of the Premises for its youth basketball program including games, practices, and related activities; and

WHEREAS, the City and DAYBA wish to enter into this Lease Agreement ("Agreement") for the ongoing access and use of portion of the Premises.

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

#### **I. PREMISES**

A. The term "Premises" includes the following:

1. Non-Exclusive Premises shall mean the gymnasium of the Premises.
2. Exclusive Premises shall mean Rooms 109 and 109B of the Premises. A drawing of the Premises is attached to this Agreement as Exhibit A.

B. DAYBA is taking the Premises "as is" in its present physical condition, and the City makes no warranty, either express or implied, that the Premises are suitable for any purpose.

C. DAYBA's use of the Premises shall be limited to its youth basketball program including games, practices, and related activities. Said program is defined in its Narrative of Programs, which is attached to this Agreement as Exhibit B (the "Programs"). Any other activities not approved by the Manager of Parks and Recreation shall be grounds for immediate termination of this Agreement.

## **II. TERM AND TERMINATION OF AGREEMENT**

- A. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2016 and expire on December 31, 2018, unless earlier terminated as provided for herein.
- B. This Agreement may be terminated by either party by serving thirty (30) days' written notice upon the other. Any such notice to be given to the City shall be addressed to the Property and Facilities Manager, and any such notice to be given to DAYBA shall be directed to the current official contact person.
- C. Upon termination of this agreement, DAYBA agrees to surrender possession of the Premises to City in as good condition and state of repair as said premises were in at the time DAYBA took possession, except for reasonable wear and tear and acts of God. DAYBA shall remove all DAYBA equipment not later than the expiration of the notice period, and any such DAYBA equipment remaining after this period shall become the property of the City.
- D. Should DAYBA be in default or violation of any of the provisions of this Agreement, City shall provide to DAYBA written notice of such violation or default and shall allow DAYBA thirty (30) days within which to cure or remedy any violations or defaults set forth therein. If such violation or default is not cured or remedied within thirty (30) days, then the City may terminate this Agreement immediately by serving notice to DAYBA in the manner described.
- E. In the event of default by DAYBA, City, in addition to other rights or remedies it may have, shall have the immediate right of re-entry in the Premises, and after five (5) days prior written notice to DAYBA, may remove all persons and property from the Premises. The property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of DAYBA.

## **III. RENT**

- A. In consideration of DAYBA providing its Programs, the City has agreed to a reduced rent price from the current City's lease market price of \$10.00 per sq. ft. For the Exclusive Premises, DAYBA shall pay Three Hundred Five Dollars and 27/100ths (\$305.27) per month (964 sq. ft. at \$3.80/sq. ft.; \$3,663.20 per year) for the first year of this Agreement. Thereafter, rent shall increase three percent (3%) during each year of this Agreement.

Rent proceeds shall be deposited into Fund 110-121-1222-4622. This reduced rent price is subject to DAYBA's continuation of the Programs. Payments shall be mailed to the City Treasurer, Room 105 City Hall, 411 West 1st Street, Duluth, Minnesota 55802.

- B. For the Non-Exclusive Premises, Rent will be \$15.00 per hour. Use of the Non-Exclusive Premises must be scheduled and approved by the Parks and Recreation staff member on duty at the Washington Center. A yearly schedule for the Non-Exclusive Premises shall be submitted to the Manager of Parks and Recreation for approval on or before November 1 during each year of this Agreement. Such use may not exceed fifty (75) hours per calendar year. Any

use exceeding this limit must be approved in writing by the Manager of Parks and Recreation. As such rent shall be pre-paid on a monthly basis and is due and payable on or before the first day of the month. All rent for Non-Exclusive Premises shall be deposited in Special League Fund 210-030-3190-4625-07 and shall be mailed to the City Treasurer at the address listed above.

C. Use of conference rooms shall be without charge if requested in writing and in advance by DAYBA. DAYBA shall complete the form supplied by the City and submit it to the Recreation staff member assigned to Washington Center. Use of a conference room is subject to availability. City reserves the exclusive right to reschedule DAYBA's use of the conference room should an unforeseen scheduling conflict arise. If DAYBA's conference room use becomes displaced by such scheduling conflict, then it shall be rescheduled by City. All meetings and events held in the conference rooms must follow this criteria:

1. The meeting or event must be directly related to DAYBA's goals and mission;
2. A key holder (a person who has been assigned a key from Property and Facilities Management) must be present for the duration of the event or meeting; and
3. DAYBA agrees to follow all security measures and criteria set up by the Manager of Parks and Recreation or his or her designee.

#### **IV. DAYBA'S RESPONSIBILITIES**

A. DAYBA shall maintain the Exclusive Premises in a safe and clean manner at all times, including but not limited to cleaning of interior windows, and removing and disposing of all litter or other waste into the proper disposal containers provided within the Washington Center.

B. DAYBA shall be responsible for providing, at its own expense, those items required for daily operation and maintenance of the Exclusive Premises, including but not limited to, interior light bulbs (except as otherwise provided by City as described in the City's Responsibilities section), paper products, plastic products (e.g., garbage bags), program equipment and supplies, and minor repairs, etc. so as to maintain the Exclusive Premises in a reasonable state of repair.

C. DAYBA shall be responsible for cleaning of the gymnasium floor immediately following its programming and removing all litter or other waste and properly disposing of same into the proper disposal containers provided within the Washington Center.

D. DAYBA shall comply with City's guidelines relating to recycling, energy efficiency, and maintenance of the Premises. A copy of the guidelines will be provided to DAYBA upon their execution of this Agreement.

E. DAYBA shall be responsible for the installation and prompt payment of any telephone and internet service as it deems necessary for the operation of its Programs.

F. DAYBA shall be responsible for maintaining all DAYBA-related equipment in a safe and properly maintained manner at DAYBA expense and shall prohibit the use of any equipment not determined to be safe and properly maintained.

G. DAYBA may use the work stations within the Exclusive Premises, but shall be solely responsible for their maintenance.

H. DAYBA agrees that at all times the Premises is open for community usage, unless under the supervision of authorized City staff, it shall be supervised by an adult DAYBA representative competently trained. Such person shall be responsible to the Board of Directors of DAYBA.

I. DAYBA shall follow all established policies and procedures regarding safe and supervised building usage and security, including-but not limited to securing exterior doors after hours, monitoring DAYBA'S participants in the shared hallways and bathroom spaces, and immediately reporting any concerns to the Recreation staff member assigned to the Washington Center.

J. DAYBA shall not make structural changes to the Premises with the exception of the installation of necessary telephone and internet service.

K. DAYBA agrees and understands that the Premises is a public facility and, accordingly, will limit its Program activities within the area to allow the general public the use of the Non-Exclusive Premises.

L. DAYBA shall make its programs 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 Premises.

M. DAYBA shall maintain a current schedule of user or instructional fees and activities for DAYBA programs and provide a current copy to the Manager of Parks and Recreation and the Recreation staff member on duty at the Washington Center.

## **V. CITY'S RESPONSIBILITIES**

A. The City shall post one outside building sign identifying DAYBA as a building tenant. The design, wording, and payment for this panel shall be subject to the approval of the Property and Facilities Manager for the City. The City shall also add DAYBA to interior directories. DAYBA shall be responsible for the installation and removal of any signage of the Exclusive Premises. The size, design, and wording of such interior signage shall be subject to City approval.

B. The City shall, at its expense, provide the following utilities and services: electric, natural gas, water, sewer, and garbage/recycling pick-up.

C. The City will provide the following light bulbs: 4'-0-'' and 8'-0'' fluorescent tubes and all exterior light bulbs and will install (upon advance written request by DAYBA to the Property and Facilities Manager) any bulbs that are not accessible by Lessee due to height location, including all exterior lighting.

## **VI. INDEPENDENT CONTRACTOR**

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting DAYBA as an agent, representative, or employee of the City for any purpose or in any manner whatsoever. DAYBA shall not be considered an employee of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of DAYBA while so engaged and any and all claims whatsoever on behalf of DAYBA arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors or employees shall in no way be the responsibility of the City. DAYBA and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, or severance pay.

## **VII. INSURANCE**

A. DAYBA shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Premises. A Comprehensive General Liability Insurance policy shall be maintained in force by DAYBA throughout the life of this agreement 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 Five Hundred Thousand Dollars (\$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 DAYBA activities occurring on or within the Premises whether said activities are performed by employees or agents under contract to DAYBA. Such policy of insurance shall be approved by the City Attorney and shall contain a condition that it may not be cancelled without thirty (30) days' written notice to the City of Duluth. The City of Duluth shall be named as an additional insured on said policy of insurance required by this paragraph.

B. DAYBA shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.

C. DAYBA shall provide to City Certificates of Insurance evidencing such coverage with 30-day notice of cancellation, non-renewal, or material change provisions included. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the DAYBA's interests and liabilities.

D. The City reserves the right to require DAYBA 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.

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

F. When using the “Acord” Certificate form cancellation provisions, the words “endeavor to” on- Line 2 must be deleted. As an additional insured under the 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 of Duluth 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 of Duluth.

G. The 2004 edition of ISO Additional Insured Endorsement CG 20 10is not acceptable. If the CG 20 10 is used, then it must be a pre-2004 edition.

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

### **VIII. HOLD HARMLESS AND INDEMNIFICATION**

DAYBA 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, invitees, guests, or agents of the City or DAYBA, 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 DAYBA, arising out of, related to or associated with the use, maintenance, or operation of the Premises by DAYBA or performance of its obligations under this Agreement.

### **IX. INCIDENT REPORTS**

DAYBA shall promptly notify the City's Manager of Parks and Recreation in writing of any incident of injury or loss or damage to the property of City or any DAYBA's participants or invitees occurring within the Premises during the Term of this Agreement. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto as Exhibit C.

### **X. COMPLIANCE WITH LAWS**

A. DAYBA shall make its programs 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 Premises.

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

C. DAYBA agrees to procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement.

D. DAYBA agrees to conduct its programming on the Premises in strict compliance with the laws; rules and regulations of the United States, State of Minnesota; St. Louis County, and the City of Duluth.

## **XI. COMMUNICATIONS**

A. The parties agree 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. DAYBA agrees to provide to the City's Manager of Parks and Recreation a report on or before the 1st day of each month identifying the scheduled activities to be held at the Premises, including a copy of any brochures, advertisements, flyers, sample invites, etc. promoting such activities. In addition, when applicable, DAYBA will provide to the City a website link relating to the activity for inclusion on the City's website.

C. DAYBA agrees to provide the City with a quarterly summary report identifying all activities held on the Premises during the previous quarter. The report will include statistics about the activity, including date of the activity, name of activity, number of people in attendance, and brief description of the activity.

## **XII. NOTICES**

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

City of Duluth  
Attention: Property and Facilities Manager  
1532 W. Michigan Street  
Duluth, Minnesota 55806

Duluth Amateur Youth Basketball Association, Inc.  
Attn: Jim Wallner  
310 North First Avenue, Room 109  
Duluth, Minnesota 55805

### **XIII. CITY ACCESS**

A. DAYBA shall permit the City, its officials, employees, or agents to access and inspect the Premises at any time. DAYBA shall not change the locks or otherwise prohibit or inhibit the City access to any portion of the Premises. Property and Facilities Management for the City shall be exclusively responsible for the design of keying systems, lock changes, key fabrication and key distribution and DAYBA agrees to abide by the Key Control Policy, a copy of which shall be provided to DAYBA. All keys shall be promptly returned to the City's Manager of Parks and Recreation upon termination of this Agreement.

B. The parties agree to meet on an annual basis to jointly inspect the Shared Premises to determine whether the Shared Premises are in all respects in proper condition and, if necessary, to review the terms and conditions of this Agreement.

### **XIV. ALCOHOL/SMOKING AND TOBACCO**

A. The possession, use or sale of alcohol is permitted on the Premises only under the following conditions:

1. Alcohol may be possessed, consumed or served only when the appropriate permit or license has been obtained from the City prior to the event and all application, fee and other requirements have been met.
2. Alcohol may be sold 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.
3. At least thirty (30) days' written notice of a request to serve or sell alcohol shall be provided to the City before the event to give the City sufficient time to review the request. Requests that are not timely submitted may be denied.
4. DAYBA must have adequate procedures in place to ensure that no one under the age of twenty-one (21) is served alcohol and to ensure that no one is served alcohol in an amount to cause intoxication.
5. Depending on the request, licensed peace officer(s) may be required to attend the event.
6. All state laws and Duluth City Code provisions shall be followed at all times.
7. The City reserves the right to prohibit the serving, sale, or possession of alcohol on the Premises.

B. There shall be no smoking or use of tobacco whatsoever on the Premises.

## **XV. ALTERATIONS AND IMPROVEMENTS**

A. DAYBA may, at its sole cost and expense, make suitable improvements or alterations to the Premises upon advance written approval from the City's Property and Facilities Manager. All such improvements (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, DAYBA shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request Form is attached to this Agreement as Exhibit D. These documents shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Code.

B. DAYBA agrees that not less than thirty (30) days prior to commencement of any construction, alteration, or improvement on said Premises, DAYBA will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction hereunder.

## **XVI. GENERAL PROVISIONS**

A. Prior to execution of this Agreement by the City, DAYBA shall provide evidence that it is an entity legally capable of entering into obligations of a contract and it is a non-profit organization currently in good standing with the Minnesota Secretary of State. City officials are granted the authority to refuse to execute this Agreement upon default by DAYBA of the requirements of this paragraph.

B. The Premises is a multi-use area requiring the cooperation of all users. This cooperation includes ingress and egress, amenities, and related improvements. DAYBA acknowledges that the City's Manager of Parks and Recreation shall ultimately determine the appropriate use of the site and/or improvements and shall prevail in any disputes between user groups.

C. The rights of DAYBA to occupy, use, and maintain said premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.

D. The waiver by the City or DAYBA 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.

E. 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.

F. DAYBA agrees that it shall neither assign nor transfer any rights or obligations under this Agreement without the prior written approval of the City.

G. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, then the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

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

**CITY OF DULUTH**

By:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

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

Countersigned:

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

Approved as to form:

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

**DULUTH AMATEUR YOUTH  
BASKETBALL ASSOCIATION**

By:

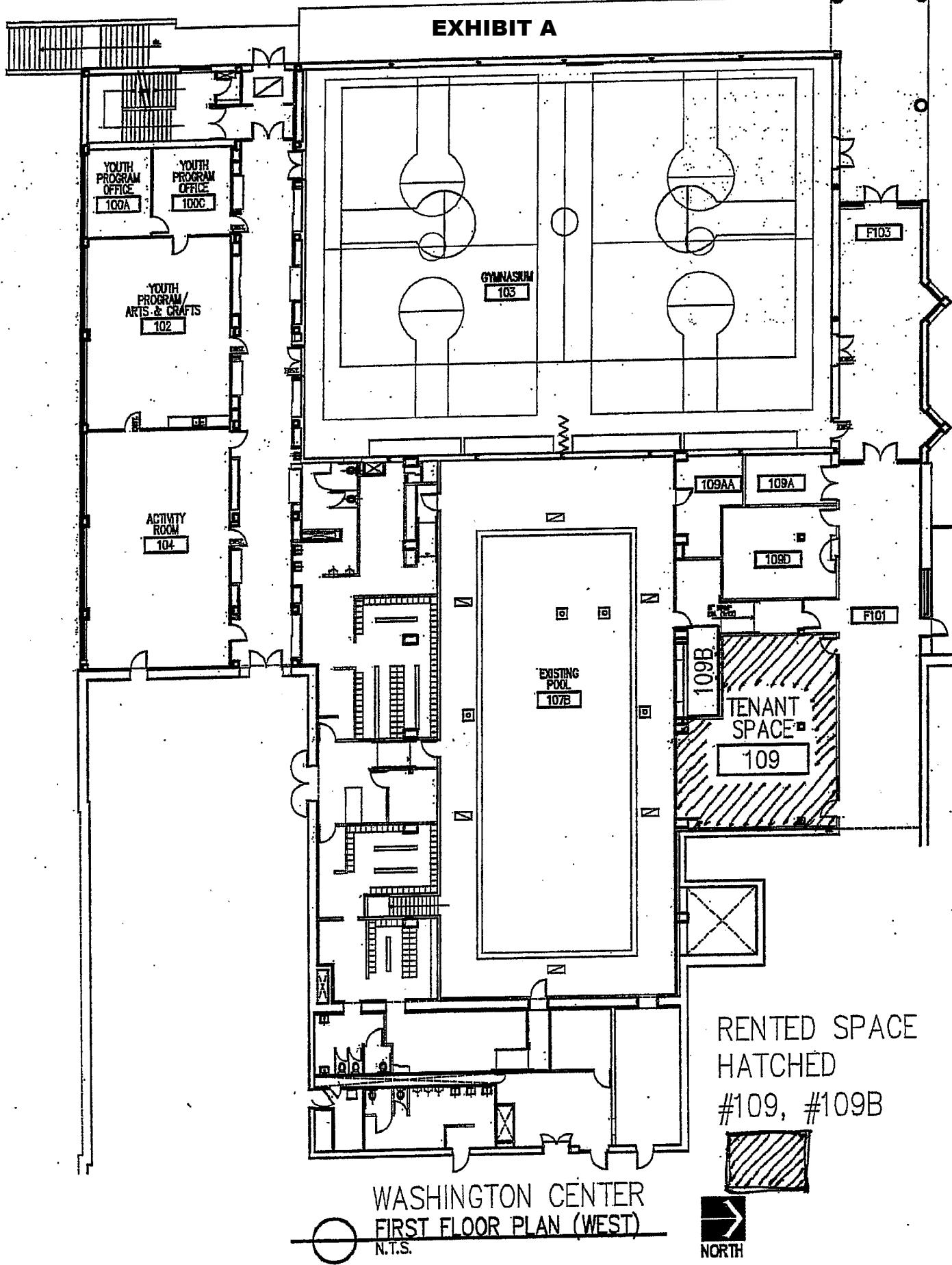
\_\_\_\_\_  
James Wallner

Printed Name: James Wallner

Its:

President.

**EXHIBIT A**



## **EXHIBIT B**

### **Narrative of Programs**

**Mission Statement:** We strive to offer affordable, high-quality basketball opportunities for Duluth-area youngsters in grades 5-8. In doing so, we hope our players learn the core values of teamwork, accountability, hard work, and perseverance. We will turn no youngster away.

**About Us:** The Duluth Amateur Youth Basketball Association (“DAYBA”) was formed in 1993 by a group of four parents after ISD #709 terminated its funding of junior high athletics. The goal was to maintain basketball opportunities for youngsters in Duluth. Originally focused on the western part of Duluth, DAYBA broadened its reach in the late 1990s to include the entire city.

DAYBA hosts recreational leagues for grades 5-12 and “travel teams” for players in grades 5-8, as well as the “Spirit of the North” tournament each November and the “Border Battle,” an all-star game for high school seniors, each April.

**EXHIBIT C**  
**City of Duluth Incident/Injury Report**

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

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

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

|   |  |   |  |
|---|--|---|--|
| Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No | Name and address of the place of the occurrence: |   |  |
| Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.       |  | Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. |  |
| Date employer notified of injury: _____   |  | Date employer notified of lost time: _____  |  |
| First date of any lost time: _____  |  | Return to work date: _____  | RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| Describe the nature of the illness or injury. Be specific. Include body parts affected.           |  |   |  |

|   |  |  |  |
|---|--|--|--|
| Describe the activities when injury occurred with details of how it happened. |  |  |  |
| What tools, equipment, machines, objects and/or substances were involved?     |  |  |  |

|   |                                 |                              |
|---|---------------------------------|------------------------------|
| Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No  | Date supervisor notified: _____ | Date report completed: _____ |
| Supervisor name: _____  | Supervisor phone number: _____  |                              |
| Names and phone numbers of witnesses:   |                                 |                              |
| Incident was a result of: <input type="checkbox"/> safety violation <input type="checkbox"/> machine malfunction <input type="checkbox"/> product defect <input type="checkbox"/> motor vehicle accident <input type="checkbox"/> N/A |                                 |                              |
| Supervisor comments:  |                                 |                              |
| What actions have been taken to prevent recurrence?   |                                 |                              |

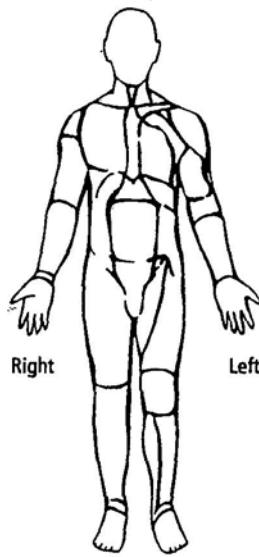
# City of Duluth Incident/Injury Report

## CAUSE

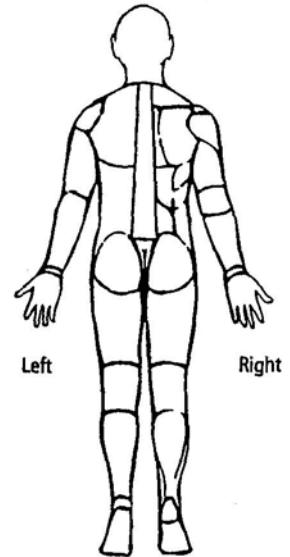
- Slip and fall
- Struck by equipment
- Lifting or moving
- Caught (in, on, or between)
- Needle puncture
- Object in eye ( Right  Left)
- Repetitive/overuse
- Other (specify): \_\_\_\_\_

MARK AREAS OF INJURY BELOW:

**Front**



**Back**



## TYPE OF INJURY

- Scrape/bruise
- Sprain/strain
- Puncture wound
- Cut/laceration
- Concussion
- Bite
- Chemical burn/rash/breathing difficulties
- No apparent injury
- Other (specify): \_\_\_\_\_

## COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE

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)

|   |  |  |  |   |
|---|--|--|--|---|
| 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: _____   |   |
|   | Describe damage: _____   |  |  |   |
| Weather conditions:   |  | Roadway conditions:  | Light conditions:  | Approximate temperature: _____ °F   |
| <input type="checkbox"/> Clear <input type="checkbox"/> Wind<br><input type="checkbox"/> Rain <input type="checkbox"/> Cloudy<br><input type="checkbox"/> Fog <input type="checkbox"/> Sleet<br><input type="checkbox"/> Snow |  | <input type="checkbox"/> Dry <input type="checkbox"/> Mud<br><input type="checkbox"/> Wet <input type="checkbox"/> Paved<br><input type="checkbox"/> Snow <input type="checkbox"/> Unpaved<br><input type="checkbox"/> Ice | <input type="checkbox"/> Night<br><input type="checkbox"/> Day<br><input type="checkbox"/> Good<br><input type="checkbox"/> Poor | Estimated speed: _____ mph  |
|   |  |  |  | Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty   |
|   |  |  |  | What was load: _____  |
|   |  |  |  | Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to [accidentreporting@duluthmn.gov](mailto:accidentreporting@duluthmn.gov).

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

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

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

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



## EXHIBIT D

### Public Administration Department Parks and Recreation Division

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



October 20, 2015

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 respond to requests, the City has developed a system that will result in better communications, tracking and processing of project proposals. It establishes Property and Facilities Management as the City entity that will: 1) accept and review all submitted Project Proposal Forms; 2) direct proposals to appropriate City staff; and, 3) facilitate the process to project completion. At any point in the process, Property and Facilities Management can be contacted to respond to questions or concerns.

The intent of this process is to expedite the decision making process, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and 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 Tari Rayala at 218-730-4434.

Sincerely,

Erik Birkeland  
Property & Facilities Manager  
City of Duluth  
1532 West Michigan Street  
Duluth, MN 55806



# CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



Use this form to propose a City of Duluth improvement project. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests.

## APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Neighborhood:

Email:

Primary Phone:

Secondary Phone:

## 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 address, name of street, neighborhood, intersection, GPS coordinates, etc. 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 that the committee has 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 City?*



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## **PROJECT COST**

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

## **POTENTIAL SOURCE OF FUNDING**

*Describe potential funding sources for the project.*

## **NEIGHBOR SUPPORT**

*Does this project have the support of neighbors living nearby?*

Yes      No      Uncertain      Not Applicable

*Comments:*

## **ENERGY USE**

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

Yes      No      Uncertain      Not Applicable

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

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

## **ADDITIONAL CONSIDERATIONS**

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

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

**COMMENT (A):**

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

**COMMENT (B):**



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**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:**

TARI RAYALA  
CITY OF DULUTH - ARCHITECT  
PROPERTY & FACILITIES MANAGEMENT  
1532 W MICHIGAN STREET  
DULUTH, MN 55806  
[TRAYALA@DULUTHMN.GOV](mailto:TRAYALA@DULUTHMN.GOV)  
(218) 730-4434



## CITY OF DULUTH – PROJECT PROPOSAL REQUEST FORM (cont'd/add'l information)





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