

**AGREEMENT TO PRODUCE, PROMOTE, COORDINATE,  
AND MANAGE EVENTS AT BAYFRONT FESTIVAL PARK  
BETWEEN THE CITY OF DULUTH AND  
WINTERFELL MANAGEMENT LLC**

THIS OPERATION AND MANAGEMENT AGREEMENT (this “Agreement”) is by and between the CITY OF DULUTH, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota (the “City”), and WINTERFELL MANAGEMENT LLC, a limited liability company created and existing under laws of Minnesota, Chapter 322C, as amended (“Winterfell”). The City and Winterfell are collectively referred to in this Agreement as the “Parties.”

WHEREAS, the City owns, has an easement interest in, or otherwise has the right to use certain real property more commonly known as “Bayfront Festival Park.” Bayfront Festival Park contains amenities that include but are not limited to green space, structures, playground area (referred to in this Agreement as “Playfront Park”), a bathroom building near Playfront Park (referred to in this Agreement as the “Bathroom Building”), a community building with bathrooms, gathering space and storage for recreational equipment (referred to in this Agreement as the “Family Center”) and parking areas. Bayfront Festival Park is depicted on the attached Exhibit A. The portion of Bayfront Festival Park that is owned by the City is referred to in this Agreement as the “City Property” and is depicted in green on Exhibit A.

WHEREAS, the Duluth Economic Development Authority (“DEDA”) owns certain real property located within or near Bayfront Festival Park that is used for parking purposes, which property is referred to in this Agreement as “Lot B,” and is outlined in yellow on Exhibit A. DEDA also owns certain real property located within Bayfront Festival Park that is adjacent to Lot B (the “Adjacent Property”), which is outlined in red on Exhibit A. Lot B and the Adjacent Property are depicted on Exhibit A and are collectively referred to in this Agreement as the “DEDA Property.”

WHEREAS, the City and DEDA entered into a license agreement to allow the City to operate: (i) Lot B for vehicular parking and other purposes, and (ii) the Adjacent Property for park related purposes (as previously amended, the “DEDA License Agreement”). Winterfell acknowledges having received a copy of the DEDA License Agreement.

WHEREAS, the Lake Superior Center Authority (“LSCA”) owns certain real property located within or near Bayfront Festival Park, of which a portion is depicted on Exhibit A with black hashing and referred to in this Agreement as the “LSCA Property.”

WHEREAS, the City and LSCA, and LSCA’s predecessors in interest, have entered into several easement agreements to allow the City to use the LSCA Property for certain purposes as stated therein (the “LSCA Easement Agreements”). Winterfell acknowledges having received a copy of the LSCA Easement Agreements.

WHEREAS, the City desires to engage Winterfell to manage events at Bayfront Festival Park and Winterfell desires to provide such management of events at Bayfront Festival Park.

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

**I. ADMINISTRATION**

For purposes of administering this Agreement, the City shall act through its Property and Facilities Manager or their designee (the “PFM Manager”), and Winterfell shall act through its President or their designee.

**II. PURPOSE AND PREMISES**

A. Winterfell shall provide certain services relating to Events (defined below) on the Premises (defined below) under the terms and conditions contained in this Agreement. The portion of Bayfront Festival Park subject to this Agreement includes the DEDA Property, the LSCA Property and a portion of the City Property and is outlined in orange on Exhibit A (collectively, the “Premises”). The Premises specifically excludes Playfront Park, as shown on Exhibit A outlined in blue.

B. Winterfell accepts the Premises “as is,” in its present physical condition, without representations or warranties of any kind. The City makes no warranty, either express or implied, that the Premises are suitable for any purpose.

C. Winterfell’s use of the Premises shall be limited to the purposes set forth in this Agreement.

D. Winterfell acknowledges that the Premises are multi-use facilities that require the cooperation of all users and coordination of activities. This cooperation includes shared parking, ingress and egress, amenities, and related improvements. Winterfell acknowledges that the PFM Manager shall ultimately determine the appropriate use of the Premises and shall prevail in any disputes between user groups.

E. Winterfell is permitted to leave its personal property on the Premises throughout the Term (defined below) only in areas designated by the City. Winterfell may not store fencing or tents or other large items on the Premises on the days between Events without prior written permission from the City. Winterfell is solely responsible for the proper storage of its personal property on the Premises. The City is not responsible for any damage, theft, and/or vandalism of Winterfell’s personal property.

**III. TERM AND TERMINATION**

A. Term. Notwithstanding the date of execution, this Agreement shall commence on February 1, 2024, and shall continue through December 31, 2024, unless earlier terminated as provided for herein (the “Term”).

B. Termination

1. Generally. In the event of expiration or termination of this Agreement for any reason, Winterfell shall remain responsible for all outstanding expenses and/or fees due the City or others from Winterfell relating to this Agreement and/or Events. Upon expiration or early termination of this Agreement for any reason, Winterfell shall remove all of its personal property from the Premises pursuant to this section or other applicable sections. To the extent of Winterfell's maintenance responsibilities under this Agreement, Winterfell agrees to surrender possession of the Premises to the City in as good condition and state of repair as the Premises were in at the time Winterfell took possession, normal wear and tear excepted. All of Winterfell's personal property remaining on the Premises after Winterfell surrenders possession to the City shall become the exclusive property of the City.

2. Obligations. Upon expiration or termination of this Agreement for any reason, Winterfell shall remit to the City within five (5) business days the following:

- a. The Master Calendar (defined below);
  - b. Organization names, contact person(s), and contact information relating to all future Events;
  - c. Copies of any permits, agreements or other documents relating to all future Events, which, at the City's option, shall be assigned to the City;
  - d. Accounting of all fees collected relating to all future Events;
  - e. Check reimbursing the City in full for all fees collected relating to all future Events;
- and
- f. Such other information and documents reasonably requested by the City.

3. With Cause. The City may terminate this Agreement for the material breach by Winterfell of any provision of this Agreement if such breach is not cured to the satisfaction of the City within fourteen (14) days of delivery of a written notice by the City (or such longer time as specified in the notice). The notice shall identify the breach and the necessary actions to remedy the breach. If such violation or default is not cured or remedied to the satisfaction of the City within fourteen (14) days, then the City may terminate this Agreement immediately by serving written notice to Winterfell. In the event of default by Winterfell the City, in addition to other rights or remedies it may have, shall have the immediate right of reentry to the Premises.

4. Without Cause. This Agreement may be terminated without cause by either Party by serving at least one hundred twenty (120) days' written notice upon the other.

**IV. WINTERFELL RESPONSIBILITIES**

A. Winterfell shall provide the following operation and management services for the Premises, as further described in this Section IV and elsewhere in this Agreement (collectively, the “Services”): (i) produce, promote, coordinate, and manage City Sponsored Events (defined below), (ii) as requested by the City, assist with Third Party Sponsored Events (defined below), (iii) book, produce, coordinate, and manage Winterfell Events (defined below), and (iv) manage and control parking on Lot A (as depicted on Exhibit A) and Lot B. A single City Sponsored Event, Third Party Sponsored Event, or Winterfell Event is referred to in this Agreement individually as an “Event” and collectively as the “Events.”

B. City Sponsored Events. A “City Sponsored Event” is an Event operated by, sponsored by, or otherwise supported by the City through financial or in-kind support that is free to the public to attend (*i.e.*, no gate admission fee is charged). For City Sponsored Events, Winterfell shall act as solicitor, promoter, manager, and producer of all components of the Event as agreed to from time to time by the City and Winterfell. The Parties may meet as soon as reasonably possible, if requested by the City, to determine (i) the City Sponsored Events to be held during the following calendar year, as applicable; (ii) the specific Services to be provided by Winterfell in relation to each City Sponsored Event; and (iii) the expenses to be incurred by Winterfell and the City in relation to each City Sponsored Event. Additional City Sponsored Events may be agreed to throughout the year by the City and Winterfell. The Services to be provided by Winterfell for City Sponsored Events may include, without limitation, the following:

1. Act as the overall coordinator.
2. Solicit sponsors to financially underwrite the Event activities.
3. Secure entertainment, food, and craft vendors including entering into contracts to license space to such vendors (the “Licensees”).
4. Provide, arrange for, and/or coordinate supplemental services as necessary (*e.g.*, catering, electrical, security, and janitorial) (collectively, the “Winterfell Services”).
5. Coordinate communications and activities with participating volunteers and organizations.
6. Prepare a master “floor” plan and coordinate and assign all space.
7. Coordinate and supervise all set up, take down, clean up, and site restoration of the Premises.
8. Implement and coordinate marketing efforts.
9. Insure that all participants abide by regulations, statutes, and ordinances applicable to the Premises.
10. Provide on-site supervision and control of all activities.
11. Provide the appropriate number of staff, based on the size of the Event and the related features, to manage each Event, including a staff person who shall have overall responsibility for such obligations, who shall serve as the Event liaison and who shall have day-to-day decision-making authority with respect to carrying out such obligations, including serving as the contact person with whom the City may communicate any issues that may require consent or cooperation with Winterfell.
12. Provide all accounting services, including but not limited to, collecting all applicable use fees and deposits, billing, and collection.

13. Actively promote each Event including, but not limited to, placement of advertisements in local newspaper, on Winterfell’s website and in other media venues, including social media.
14. Ensure that all marketing and promotion arranged by Winterfell includes the Bayfront Festival Park logo to acknowledge Bayfront Festival Park as a City of Duluth-owned park.

C. Third Party Sponsored Events. A “Third Party Sponsored Event” is an Event in which the City and a third party have entered into a written agreement for an Event(s) on the Premises. A list of the “Third Party Sponsored Events” is attached as Exhibit C, which may be amended by City from time to time as additional Third Party Sponsored Events are added to the calendar. However, City may only schedule additional Third Party Sponsored Events on a day and time that will not conflict with an Event that has already been booked. Winterfell shall assist with Third Party Sponsored Events as requested by the City, which Services may include, without limitation, the following:

1. Coordinate scheduling of dates.
2. Assist third party sponsor with on-site coordination.
3. Provide all accounting services including, but not limited to, collecting all applicable use fees and deposits, billing, and collection.

D. Winterfell Events. A “Winterfell Event” is an Event sponsored and promoted by Winterfell or where Winterfell contracts with a third-party promoter to hold an Event. Winterfell shall use its best efforts to book Winterfell Events that will enhance the use of the Premises by adding entertainment and cultural value to the City and draw visitors to the City. The Services to be provided by Winterfell relating to a Winterfell Event shall include, without limitation, the following:

1. Secure and contract with third party promoters to hold Winterfell Events. Winterfell will use a form of agreement approved by the City Attorney and shall include language indemnifying the City and the then-current fee owners of the DEDA Property and the LSCA Property and naming them as additional insureds.
2. Provide the Services listed in Section IV.C. above on behalf of the City.
3. Provide the Services listed in Section IV.B. above, or contract with one or more third parties to provide the Services listed in Section IV.B., in which case Winterfell shall fully enforce those third-party contracts and shall ultimately be responsible, as between the City and Winterfell, to make sure all Services listed in Section IV.B. are completed.

E. Events Schedule and Website: Winterfell shall create and keep an up-to-day master schedule of all Events (the “Master Calendar”) and provide it to the City’s Parks and Grounds Maintenance Supervisor (the “Parks Maintenance Supervisor”) by May 1, 2024. Winterfell shall provide the Parks Maintenance Supervisor with an updated bi-weekly event sheet (the “Event Sheets”) from May 1 to October 31, 2024. The Master Calendar and the Event Sheets shall be in a form acceptable to the City and contain all information required by the City. In addition, Winterfell will be responsible to maintain and update as necessary the website for Bayfront

Festival Park that can be found at [www.bayfrontfestivalpark.com](http://www.bayfrontfestivalpark.com). All content placed on the website is subject to review and or removal at the written or electronic request of the City's Manager of Parks and Recreation or his/her designee (the "Parks Manager"). The content on the website shall be limited to information related to Bayfront Festival Park, and the placement of any non-Bayfront Festival Park related information is prohibited. [www.bayfrontfestivalpark.com](http://www.bayfrontfestivalpark.com) and all of its content are and shall remain the property of the City.

F. Licensee Requirements: It shall be the responsibility of Winterfell to verify that each Licensee possesses a valid City of Duluth Sales Tax Permit before allowing for the set up or subsequent sales activities of any Licensee. Winterfell shall provide evidence to the City that all Licensees meet the minimum applicable licensing requirements from the health departments of the State of Minnesota and County of St. Louis and other requirements including without limitation insurance as may be required by any applicable laws, codes, or ordinances in force at the time of each City Sponsored Event or Winterfell Event.

G. Alcohol: Alcohol may be sold, possessed, consumed or served on the Premises 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. Winterfell shall have the sole exclusive right to vend alcohol at City Sponsored Events and Winterfell Events. Notwithstanding the foregoing, Winterfell shall have the right to subcontract its right to vend alcohol to qualified alcohol distributors or sponsors. If Winterfell subcontracts its right to vend alcohol, then it shall ensure that each vendor has the appropriate insurance coverage naming the City and Winterfell as additional insureds. Sales of alcoholic beverages shall comply with all applicable local ordinances and state laws.

H. Parking Lots.

1. Except as may otherwise be provided in the DEDA License Agreement or in agreements between the City and a third party governing a Third Party Sponsored Event, during Events Winterfell shall be responsible for parking lot management for all parking lots included in the Premises as shown on Exhibit A (the "Parking Lots"), including collecting fees for use of the Parking Lots (the "Parking Fees"). The Parking Fees charged shall be in the amounts established by the City Council and shall be posted on the City's fee schedule, which can be found on the City's website. In the event the Parking Fees are not included in the schedule established by the City Council, the Parking Fees amounts shall be determined by Winterfell. Winterfell shall either (i) retain the Parking Fees, which shall be used for the promotion, management and production of Events; or (ii) in the case of Winterfell Events in which a third-party promoter is involved, Winterfell may negotiate to share Parking Fees in total or in part with the third-party promoter.

2. Winterfell may collect Parking Fees (i) during Events, (ii) during events in close proximity to Bayfront Festival Park (including events at the Duluth Entertainment and Convention Center), and (iii) when DECC's primary parking lot/ramp overflows. The Parking Lots will remain free and open to the public for recreational usage at all other times. In addition, Winterfell will allow free parking in Lot A for members of the public utilizing Playfront Park at all times.

3. Notwithstanding paragraph IV.H.1. above, the City shall determine, at the time the list of City Sponsored Events is finalized pursuant to Section IV.B. above, whether parking at each City Sponsored Event shall be free or at a reduced rate.

I. Hours of Operation and Emergencies. Events at the Premises can begin no earlier than 10:00 a.m. Except as otherwise agreed in writing, all Events shall end no later than 11:00 p.m. Sundays through Thursdays, and 11:59 p.m. on Fridays and Saturdays. All Events will be scheduled within these hours. Following City Sponsored Events and Winterfell Events, Winterfell shall ensure that all persons, including vendors, have exited the Premises by the designated closing time for Bayfront Festival Park. Winterfell, in consultation with public safety professionals, shall be solely responsible for the cancellation or termination of any Event necessitated by inclement weather.

J. Intentionally Omitted.

K. Maintenance and Operation.

1. For City Sponsored Events and Winterfell Events, unless otherwise agreed in writing by the Parties, Winterfell is responsible, at its sole cost and expense, for set-up and take-down activities and restoration of the Premises to its customary operating condition, normal wear and tear excepted, within a reasonable amount of time (not to exceed forty-eight (48) hours from the end of an Event) and in all cases prior to the start of the next-scheduled Event. Winterfell shall not permit walkways within and to the Premises to be blocked on the days between Events. Winterfell shall be responsible, at its sole cost and expense, for all damage caused as a result of any City Sponsored Event or Winterfell Event and repairs needed from said damage. Following each City Sponsored Event and Winterfell Event, the City shall promptly determine the extent of any damage and needed repairs on the Premises. If Winterfell fails to return the Premises to its customary operation condition within the time specified for herein, the City reserves the right restore the Premises or contract with others to restore the Premises and will deduct such costs from the payments to Winterfell provided for in Section VII.

2. Unless otherwise agreed in writing by the Parties, Winterfell, at its sole cost and expense, shall provide all equipment necessary for the presentation of City Sponsored Events and Winterfell Events, including trash collection receptacles in sufficient quantity to maintain the Premises in a reasonable state of cleanliness, including but not limited to the removal of garbage from the trash collection receptacles to the dumpsters and removal of said dumpsters. To the extent possible, Winterfell shall separate recyclables, such as plastic bottles, aluminum cans, and cardboard boxes, that are generated at City Sponsored Events and Winterfell Events and arrange for the removal of recycling from the Premises to the appropriate collection site.

3. For City Sponsored Events and Winterfell Events, unless otherwise agreed in writing by the Parties, at its sole cost and expense, shall provide a sufficient quantity of portable toilet units, including a minimum of two (2) handicap accessible units, complete with ongoing cleaning and servicing throughout City Sponsored Events and Winterfell Events to provide safe, minimum standards of sanitation and public convenience. The number of portable toilet units may be adjusted at the direction of the St. Louis County Health Department or the Parks Manager.

Winterfell shall be responsible to clean and maintain the Family Center and the Bathroom Building during and immediately after each City Sponsored Event and Winterfell Event and shall provide the necessary staff and supplies to carry out this responsibility. The City will be responsible to maintain/clean the Family Center and the Bathroom Building during non-Event times and supply proprietary items that work in various dispensers at the Family Center and the Bathroom Building, such as paper towels, toilet paper and trash bags. Winterfell shall be responsible for re-filling the various dispensers at the Family Center and the Bathroom Building during Events with the proprietary items provided by the City. Upon request from Winterfell, the City will be responsible to remove items such as benches and other equipment and provide a “bare floor” in the Family Center for Event days, as well as reinstate benches and City equipment.

4. Winterfell agrees that vehicular access to the Premises shall be strictly limited to the “Vehicle Access” roadway from Railroad Street that is specifically designated and labeled on Exhibit A. At no time shall any vehicle be parked, operated, or permitted on the Premises except upon those areas of Premises labeled “Vehicle Access” or “Parking” unless approved by Winterfell. Winterfell shall not allow any vehicles on any grass area within the Premises in relation to an Event or in carrying out its duties under this Agreement, except with the use of plywood boards to protect the turf. Winterfell shall be responsible for the enforcement of this provision for all vehicles on the Premises in relation to an Event or in carrying out its duties under this Agreement, whether the vehicles are owned by Winterfell, Winterfell employees, agents of Winterfell, concessionaires, or the general public. The City reserves the right to order the immediate removal of any vehicle used or parked in violation of this provision and shall not be responsible for any costs associated with the removal of any vehicle used or parked on grass areas within the Premises.

L. Premises Supervision and Security.

1. At all times during permitted uses of the Premises under this Agreement, the Premises will be properly supervised and overseen by an employee or agent of Winterfell with sufficient empowerment and decision-making authority to act on behalf of Winterfell. Winterfell shall provide the City with contact information for its Operations Director, or their designee, who shall be the primary point of contact during each Event.

2. Winterfell, at its sole cost and expense, shall be responsible to provide an adequate number of security personnel based on the expected attendance of each City Sponsored Event and Winterfell Event. In the event that the attendance projected by Winterfell or a third party is substantially inaccurate, or a City Sponsored Event or Winterfell Event is conducted by Winterfell or any third-party in such a manner as to create a risk of disorder, the City may at any time, including during the course of the Event, provide such additional security service as the City’s Chief of Police, or their designee (the “Police Chief”) deems necessary. In such event, Winterfell or the third party shall be liable for the cost of the additional security service provided. Winterfell agrees to employ appropriate security that meets all applicable laws of the State of Minnesota. The City prohibits the use of armed security personnel unless specifically agreed to in writing in advance by the Police Chief, who may approve or deny any such request in their sole discretion. The City’s law enforcement officers may remove any person from the Premises who they believe is a threat to public health or safety.



M. Subcontractors. Winterfell may use non-employees or subcontractors (collectively, the “Subcontractors”) to perform the Services; provided, however, that: (i) Winterfell shall notify the City of the identity of each Subcontractor if requested; (ii) City may at any time request the immediate replacement of any Subcontractor, without stating a cause thereof; and (iii) the cost of any Subcontractor retained by Winterfell for the Services shall be borne solely by Winterfell. Prior to retaining a Subcontractor, Winterfell shall require each Subcontractor to agree to be bound by Winterfell’s obligations under this Agreement, including but not limited to insurance and indemnification requirements. Winterfell agrees to cause all Subcontractors to observe the terms of this Agreement and will be responsible for any breach of this Agreement by any Subcontractor.

N. Incident Reports. Winterfell shall promptly notify the Parks Maintenance Supervisor, or their designee, in writing of any incident of loss or damage to the Premises or property belonging to the City or to any Winterfell employee, agent, Subcontractor, Licensee and/or user, participant, or invitee occurring on or within the Premises during the Term, except for damage to Winterfell’s personal property. Winterfell shall promptly notify the PFM Manager in writing of any incident of injury to any Winterfell employee, agent, Subcontractor, Licensee and/or user, participant, or invitee occurring on or within the Premises during the Term. All incidents shall be reported using the form of Incident Report attached as Exhibit D, which form may be amended by the City from time to time in its sole discretion.

O. Limits of Usage. The Premises may only be used for the Events, provision of the Services, and related support services and for no other purpose. Use of the Premises pursuant to this Agreement is subject to the terms of (i) any agreements between the City and third parties for Third Party Sponsored Events, (ii) the DEDA License Agreement, and (iii) the LSCA Easement Agreements. The right of Winterfell to occupy, use, and maintain the Premises shall continue only for so long as all of the undertakings, provisions, covenants, and conditions contained in this Agreement are complied with strictly and promptly by Winterfell.

P. Compliance with Laws.

1. Winterfell shall make the City Sponsored Events and Winterfell Events 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 operation, maintenance, or use of the Premises.

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

3. Winterfell agrees to operate the City Sponsored Events and Winterfell Events in strict compliance with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and the City.

4. Winterfell agrees to procure, at its sole cost and expense, all licenses and permits necessary for carrying out the provisions of this Agreement.

Q. Licensing and Royalty Payments. Winterfell agrees that all City Sponsored Events and Winterfell Events are and shall be covered by current and valid ASCAP or BMI licenses (collectively, the “Licenses”). Winterfell acknowledges that the City Sponsored Events and Winterfell Events are Winterfell functions and are being performed under the Licenses. Winterfell shall insure that all applicable licensing and/or royalty payments are made under the Licenses. Winterfell shall insure that all Winterfell Events promoted by third-parties are covered by current and valid Licenses.

R. Noise Level. Winterfell agrees that any amplified sound produced on the Premises during a City Sponsored Event or a Winterfell Event shall not exceed an approved noise level established by Minnesota Pollution Control Agency. Winterfell shall be responsible for reducing the noise level during a City Sponsored Event or a Winterfell Event when it is not in compliance with the Minnesota Pollution Control Agency approved noise level.

S. Drug Use. Winterfell acknowledges and agrees that there shall be no illegal drugs whatsoever on the Premises or as otherwise prohibited by state or local laws.

**V. CITY RESPONSIBILITIES**

A. If budget allows and upon availability and request, the City shall allow Winterfell to use its portable fencing units, as well as additional fencing material (the “City Fences”) during Events. If used, it shall be the responsibility of Winterfell at its sole cost and expense, to put-up and take-down the City Fences for each City Sponsored Event and Winterfell Event. It shall be the responsibility of Winterfell to make sure that City Fences are repaired or replaced following damage (other than normal wear) or theft, at Winterfell’s expense. In the event the City Fences are not available for use when requested, Winterfell shall be responsible to obtain such supplies and material at its sole cost and expense.

B. The City shall permit Winterfell the use of the stage on the Premises for City Sponsored Events and Winterfell Events. The City shall be financially responsible for the put-up, take-down, delivery, and storage of the stage, but Winterfell shall be responsible to coordinate the dates and times for the set-up, take-down, delivery, and storage of the stage with the appropriate parties. The dates that the stage is put-up and taken down shall be determined in consultation with Winterfell based on the date of scheduled Events. It shall be the responsibility of Winterfell to make sure that any damage to the stage (other than normal wear) that occurs during City Sponsored Events or Winterfell Events is repaired by Winterfell at Winterfell’s expense. If Winterfell fails to return the stage to its original condition, the City reserves the right to repair or replace the stage or contract with others to provide such services and deduct the repair or replacement costs from the payments to Winterfell provided for in Section VII.

C. The City shall provide grounds maintenance to the Premises, including regular mowing of all grassy areas and snow removal from sidewalks. The City shall maintain and repair all sidewalks and parking areas within the Premises (except as may otherwise be provided in the DEDA License Agreement) and shall be responsible for snow removal from Lot A. Except in the

case of an emergency, the City shall notify Winterfell in advance of any repair or maintenance activities that could interfere with Winterfell's use of the Premises.

D. The City shall, at its own expense, subscribe to internet service for the Family Center throughout the Term. The City does not guarantee a minimum speed of internet service and shall not be held liable should the internet service be suspended in any way. The City shall have sole discretion to determine the provider and type of internet service provided to the Family Center.

**VI. COMMUNICATIONS AND NOTICES**

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 this Agreement.

B. Winterfell shall keep a written list of all contractually booked and/or cancelled Events that will be available to the City upon request. Winterfell will promote all Events on Winterfell's website. Except for City Sponsored Events, the City shall not issue any media releases regarding Events without prior approval from Winterfell.

C. Winterfell shall provide the Parks Manager a report on or before the first day of each month identifying the Events to be held during the following month and such additional information as may be reasonably requested by the Parks Manager.

D. Winterfell shall provide the Parks Manager a summary report by October 31, 2024 identifying all Events held during 2024. The report shall include statistics about the Event, including the date of the Event, name of the Event, estimated number of people in attendance, and brief description of the Event.

E. Unless otherwise provided herein, notice to the City or Winterfell shall be sufficient only if (i) hand delivered to the Parties at the addresses set forth below, or to such other respective persons or addresses as the Parties may designate to each other in writing from time to time; or (ii) sent by regular United States mail, postage prepaid, addressed to the Parties at the addresses set forth below, or to such other respective persons or addresses as the Parties may designate to each other in writing from time to time:

City of Duluth	Winterfell Management LLC
Attn: Property and Facilities Manager	Attn: Jeff Stark
1532 W. Michigan Street	1631 E. 5 <sup>th</sup> Street
Duluth, Minnesota 55806	Duluth, Minnesota 55812

**VII. FINANCIALS, REPORTING, AND TAXES**

A. Compensation. For satisfactory performance of Winterfell's duties required under this Agreement, and in addition to all fees and revenues retained by Winterfell pursuant to this

Agreement, the City shall pay to Winterfell a base fee of \$63,425.00 (the “Base Fee”). The Base Fee shall be payable from Fund 258-030-5310 (Tourism Taxes, Finance, Contract Services). Upon the City’s receipt of an invoice from Winterfell, the Base Fee shall be due and payable in equal quarterly installments with the first payment due upon execution of this Agreement, and subsequent payments due on April 15, July 15, and October 15, 2024. In the event that this Agreement is terminated prior to the end of the Term, the Base Fee shall be prorated as of the termination date.

B. Other Fees and Charges

1. All Winterfell Events shall be charged all applicable facility use fees and applicable deposits (collectively, the “Event Fees”). The Event Fees shall be established by the City Council and shall be posted on the City’s fee schedule, which can be found on the City’s website. In the event Winterfell books a Winterfell Event immediately before or after a City Sponsored Event or a Third Party Sponsored Event, Winterfell shall pay the Event Fees for the Winterfell Event.

2. Winterfell shall collect and deposit the Event Fees and shall maintain an accurate accounting of the Event Fees. Winterfell shall provide the City Auditor with a monthly financial report detailing all Event Fees collected during the previous month, together with a check to the City for the Event Fees collected for that month (except refundable returned or retained deposits). The format of the financial report must be approved by the City Auditor. The monthly report and Event Fees due to the City shall be remitted on the 15th day of the month.

3. The Event Fees shall be deposited in Fund 237-015-4623 (Bayfront Festival Park, Public Administration, Rent of Land). Upon request by Winterfell and subject to the approval of the City Administrator, Winterfell can use monies from the Event Fees for the promotion, marketing and production of Events.

4. As applicable, Winterfell will be responsible for returning refundable deposits to the payee following a Winterfell Event after its inspection of the Premises, less any amount retained for unpaid Event Fees or damages.

5. Winterfell may retain all fees it collects in return for providing the Winterfell Services to third parties.

6. As applicable, Winterfell may retain all proceeds from sponsorship sales, concession sales, vendor sales, alcohol sales, and tickets sales relating to Winterfell Events and City Sponsored Events.

7. Winterfell shall not permit Commercial Operations (as described in Sec. 35-9(a)(2) of the City Code) to use the Premises except (i) in relation to an Event, or (ii) pursuant to a properly issued Commercial Operator Permit or similar such permit under City Code.

C. Reporting

1. Winterfell acknowledges that, as provided in Minnesota Statutes Section 16C.05, Subd. 5, all of Winterfell's books, records, documents, and accounting procedures and practices related to its activities pursuant 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, Winterfell shall provide all requested books, records, documents, and accounting procedures and practices related to Winterfell's activities pursuant to this Agreement.

2. Winterfell agrees to maintain all records relating to its activities pursuant to this Agreement during the Term and for six (6) years after termination, cancellation, or expiration of this Agreement.

D. Taxes. Winterfell agrees to pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Winterfell's activities pursuant to this Agreement, including real property and sales taxes, if applicable. It is further agreed that the City may (i) pay the same on behalf of Winterfell and immediately collect the same from Winterfell, or (ii) reduce any amount owed to Winterfell by the City pursuant to this Agreement in an amount equal to the payment made by the City on Winterfell's behalf. Winterfell shall further be obligated to collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date.

#### **VIII. ASSIGNABILITY**

Except as provided for in Section IV above, Winterfell shall not assign or transfer any of its rights or interests under this Agreement in any way whatsoever without the express written approval of the City Administrator .

#### **IX. ALTERATIONS AND IMPROVEMENTS**

A. Winterfell and the City shall conduct a walk-through of the Premises prior to the first Event of 2024 in order to review the condition of the Premises and discuss operations for the year.

B. Winterfell shall not excavate or otherwise install any underground apparatus into any of the grounds on the Premises without first providing a detailed, precise map to the PFM Manager of all proposed underground locations at least thirty (30) days in advance of the planned action. Winterfell shall not proceed with any underground actions without first (i) securing written approval from the PFM Manager, or the City's Director of Public Administration in the PFM Manager's absence, and (ii) having all underground utilities properly located by One Call or identified by the City prior to proceeding with said underground actions.

C. Unless otherwise approved by the Parks Maintenance Supervisor in writing, Winterfell shall not permit stakes to be driven into the ground on the Premises, except within the areas depicted in black on the attached Exhibit B. Winterfell shall be responsible to repair turf damages due to the use of stakes on the Premises, including damage to the areas depicted in black

on the attached Exhibit B. Winterfell shall limit the on-ground use of wires, hoses, and other such items to only those areas which are not accessible to normal pedestrian traffic. In the event Winterfell needs to allow the installation of on-ground utilities, Winterfell shall comply with all applicable codes and laws pertaining to said installations.

D. Winterfell may install temporary improvements on the Premises, such as the erection of fencing, scaffolding, special platforms, water tanks, rigging, or other apparatus necessary to ensure the success of an Event or the safety of staff, performers, and the general public (the "Temporary Improvements"). All Temporary Improvements installed on the Premises shall conform to all applicable laws and building codes. Winterfell shall remove all Temporary Improvements following each Event.

E. Winterfell shall not make any long-term temporary improvements (meaning improvements that remain on the Premises for more than one Event) or permanent improvements or alterations to any part of the Premises without securing advanced, written approval of the PFM Manager. Winterfell may, at its sole cost and expense, make improvements or alterations to the Premises only with advance written approval from the PFM Manager. Any improvements to the Premises shall become the property of the City. Prior to commencing any improvements or alteration, Winterfell shall submit to the City a Project Proposal Request in the form attached as Exhibit E along with detailed plans. The Project Proposal Request shall be submitted to the City at least forty-five (45) days before the planned commencement of the proposed alteration or improvement. 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, and shall be completed in a professional and prompt manner. Winterfell shall be responsible for any and all operational costs and maintenance of such improvements, installations, and facilities installed or constructed by Winterfell and shall operate them in a safe and lawful manner.

F. Winterfell agrees that prior to commencing any construction, erection, alteration, or improvement on the Premises, whether temporary or permanent in nature, that it will provide the City with a Certificate of Insurance evidencing that all persons, whether in the direct employ of Winterfell or agents hired by Winterfell, are covered by Workers' Compensation Insurance as required by Minnesota Statutes. Winterfell shall submit such Certificate of Insurance in advance of any work being done. No construction, erection, alteration, or improvement shall be commenced until such time as the required Certificate of Insurance is reviewed and approved by the City Attorney in writing.

## **X. INSURANCE**

A. Winterfell shall procure and maintain continuously in force the insurance policies required by this Agreement to cover all activities on the Premises pursuant to this Agreement. Winterfell shall procure and maintain in force Commercial General Liability Insurance written on an "occurrence" basis under a Commercial General Liability Form with limits of 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.

B. Winterfell shall procure and maintain in force an Automobile Liability Insurance policy with a combined single limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) covering owned, non-owned and hired vehicles.

C. Winterfell shall procure and maintain in force Statutory Minnesota Workers' Compensation Insurance and provide evidence thereof to the City.

D. If Winterfell conducts the sale of any product or service through any third party vendor or contractor on the Premises during a City Sponsored Event or a Winterfell Event, Winterfell will be required to secure Product Liability Insurance coverage with the same limits as stated in paragraph X.A. above. If Winterfell or any third-party vendor or contractor sells, serves, or otherwise dispenses alcoholic beverages of any kind during a City Sponsored Event or a Winterfell Event, Winterfell shall provide evidence of Liquor Liability Insurance coverage for the dispensing of such beverages with the same limits as stated in paragraph X.A. above.

E. Insurance required by 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. Winterfell shall provide Certificates of Insurance to the City evidencing the required insurance coverage. The insurance policies must be acceptable to the City Attorney and must include a 30-day written notice of cancellation, non-renewal, or material change provision in favor of the City. Except for worker's compensation insurance and professional liability insurance policies (if any), the Certificates of Insurance shall name the City, and the then-current fee owners of the DEDA Property and the LSCA Property as additional insureds. Certificates showing that Winterfell is carrying the required insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and certificates of insurance showing continued maintenance of all required insurance shall be provided to the City during the Term. The insurance policies shall provide that the policies shall not be changed or canceled during the Term without at least 30 days' advance notice being given to the City and the then-current fee owners of the DEDA Property and the LSCA Property.

F. The City reserves the right to require additional types of insurance and to increase the coverage limits of any required insurance, in its reasonable discretion, based on the types of activities being conducted on the Premises during Events.

G. The City does not, by entering into this Agreement, intend to waive any legal immunities, defenses, or liability limits that maybe available.

H. The City does not represent or guarantee that the required types or limits of coverage are adequate to protect Winterfell's interests and liabilities.

## **XI. HOLD HARMLESS AND INDEMNIFICATION**

A. Winterfell agrees to indemnify, save harmless, and defend (with counsel acceptable to the indemnified party) the City, the then-current fee owners of the DEDA Property and the LSCA Property, and their respective officers, officials, agents, servants, and employees (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against

any and all claims, suits, loss, judgments, costs, damages, and expenses asserted by any person or persons by reason of injury to or death of any and all persons, including employees or agents of the Indemnified Parties or Winterfell, 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 Winterfell arising out of, related to or associated with the use, management, maintenance or operation of the Premises by Winterfell or its performance of or failure to perform its obligations under this Agreement. Promptly after receipt by an Indemnified Party of notice of the commencement of any action with respect to which Winterfell is required to indemnify the Indemnified Party, the Indemnified Party shall notify Winterfell in writing of the commencement thereof, and, subject to the provisions of this Agreement, Winterfell shall assume the defense of such action, including the employment of counsel satisfactory to the Indemnified Party and the payment of expenses. In so far as such action shall relate to any alleged liability of the Indemnified Party with respect to which indemnity may be sought against Winterfell, the Indemnified Party 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 Winterfell. This indemnification provision shall survive expiration or termination of this Agreement for any reason.

B. To the extent permitted by law, the City agrees to indemnify, save harmless, and defend Winterfell 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 or persons by reason of injury to or death of any and all persons, including employees or agents of the City, Winterfell, or the then-current fee owners of the DEDA Property and the LSCA Property, 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 the City arising out of, related to or associated with the use, management, maintenance or operation of the Premises by the City or its performance of or failure to perform its obligations under this Agreement. Promptly after receipt by Winterfell of notice of the commencement of any action with respect to which the City is required to indemnify Winterfell, Winterfell shall notify the City in writing of the commencement thereof, and, subject to the provisions of this Agreement, the City shall assume the defense of such action. In so far as such action shall relate to any alleged liability of Winterfell with respect to which indemnity may be sought against the City, Winterfell 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 the City. This indemnification provision shall survive expiration or termination of this Agreement for any reason.

## **XII. INDEPENDENT RELATIONSHIP**

It is agreed that nothing contained in this Agreement is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the Parties or of constituting Winterfell as an agent, representative, or employee of the City, DEDA, or the LSCA 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. Winterfell's employees shall not be considered employees of the City, DEDA or the LSCA and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Winterfell's employees while so engaged



and any and all claims whatsoever arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors, or employees shall in no way be the responsibility of the City, DEDA, or the LSCA. Winterfell 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 from or on behalf of the City.

### **XIII. CITY/DEDA ACCESS**

A. To the extent permitted by law, City expressly reserves unlimited access to the Premises at any time and at its sole discretion. As needed or requested, Winterfell shall provide the PFM Manager, Parks Manager, and/or their designees with access passes for each Winterfell Event for access by authorized personnel. Winterfell acknowledges and agrees that the City or DEDA may each use their respective properties and such use will not interfere with the allowed Winterfell uses as set forth herein.

B. Winterfell shall not change the locks or otherwise prohibit or inhibit the City's access to any portion of the Premises. The City shall be exclusively responsible for the upkeep of all door locking devices and the duplication and distribution of all keys for the Premises. Winterfell is prohibited from duplicating any key provided by the City. Winterfell agrees to abide by the Key Control Policy, a copy of which shall be provided to Winterfell. Winterfell will promptly return all keys to the PFM Manager upon expiration or termination of this Agreement.

C. Winterfell shall not interfere with public access to and lawful use of Premises and its facilities.

### **XIV. FORCE MAJURE**

Neither Party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of nature, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

### **XV. GENERAL PROVISIONS.**

A. The recitals at the beginning of this Agreement are true and correct and are incorporated into this Agreement by reference.

B. This Agreement is to be construed and understood solely as an agreement between the Parties 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, may be waived at any time by mutual agreement of the Parties.

C. 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.

D. 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.

E. The waiver by the City or Winterfell of any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition of this Agreement.

F. 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, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

G. This Agreement, including exhibits, constitutes the entire agreement between the Parties and supersedes all prior written and oral agreements and negotiations between the Parties relating to the subject matter hereof. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party. The exhibits to this Agreement are as follows:

- Exhibit A Depiction of Bayfront Festival Park and Premises
- Exhibit B Depiction of Stake-Permitted Areas within Bayfront Festival Park and Premises
- Exhibit C Third Party Sponsored Events
- Exhibit D Incident Report Form
- Exhibit E Project Proposal Request Form

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

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

CITY OF DULUTH, MINNESOTA

DocuSigned by:  
By: Roger J Reinert  
A1D488341A6B484  
Mayor

WINTERFELL MANAGEMENT LLC

DocuSigned by:  
By: Jeff Stark  
E45B9F722233472...  
Its: President

ATTEST:

DocuSigned by:  
Ian B. Johnson  
EE9D2CA1AA9F42B...  
City Clerk



Printed Name: Jeff stark

Dated: 3/19/2024

Dated: 3/20/2024

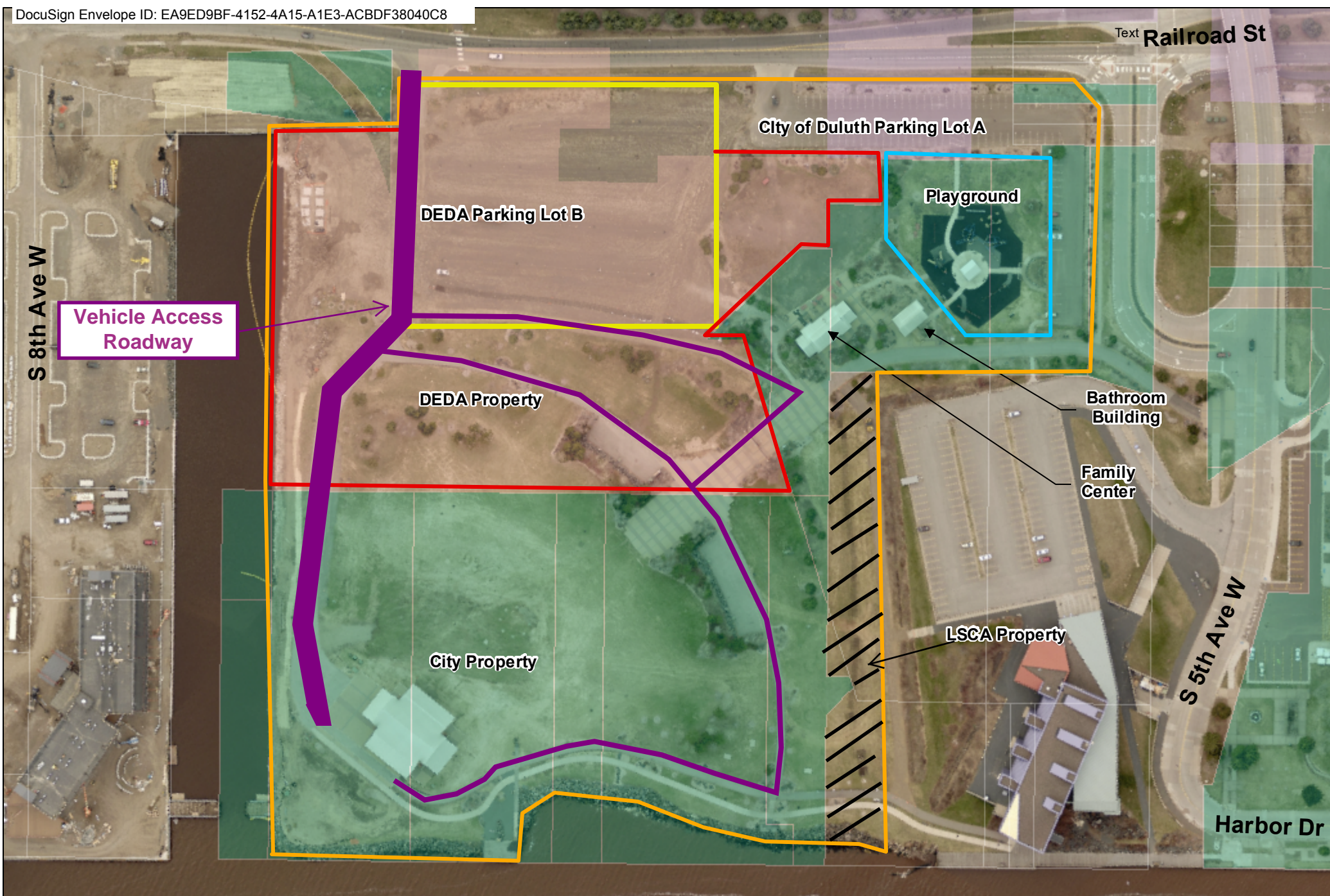
COUNTERSIGNED:

DocuSigned by:  
Joshua Bailey  
5DCC8A9DCCFE4D1...  
City Auditor

APPROVED AS TO FORM:

DocuSigned by:  
Jessica Fratlich  
1962900C5A55480...  
City Attorney

Text Railroad St



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 Bayfront Festival Park

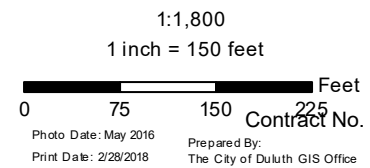


EXHIBIT B



**EXHIBIT C**

**Third Party Sponsored Events**

Bentleyville

## City of Duluth Incident/Injury Report

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

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

Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:	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: <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?		



# EXHIBIT E

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



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

### APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Park Location:

E-mail:

Primary Phone:

Secondary Phone:

IS YOUR PROJECT RELATED TO

**PUBLIC**

-ARTS-  
-MEMORIALS-  
-MONUMENTS-

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

### PROJECT PROPOSAL

Use additional sheets if more space is needed.

#### PROJECT LOCATION

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

#### PROJECT DESCRIPTION

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

Attached     Not Applicable

#### PROJECT JUSTIFICATION

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





**PROJECT COST**

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

**POTENTIAL SOURCE OF FUNDING**

*Describe potential funding sources for the project.*

**NEIGHBOR SUPPORT**

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

Yes  No  Uncertain  Not Applicable

*Comments:*

**ENERGY USE**

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

Yes  No  Uncertain  Not Applicable

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

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

**ADDITIONAL CONSIDERATIONS**

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

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

**COMMENT (A):**

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

**COMMENT (B):**



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



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

**COMMENT (C):**

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

**COMMENT (D):**

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

**COMMENT (E):**

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

**COMMENT (F):**

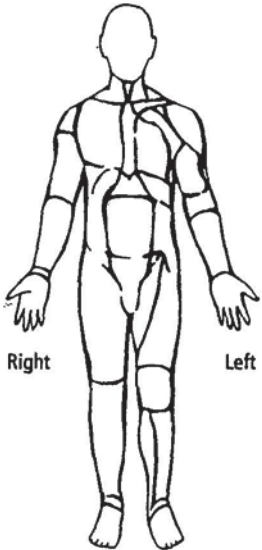
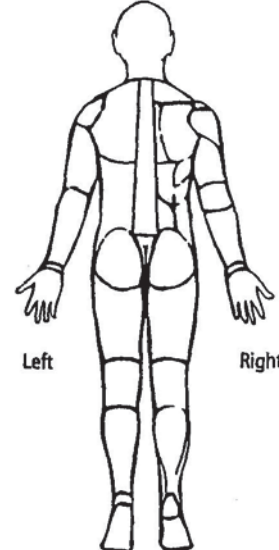
**CONSIDERATION (G):** Increases cost to maintain or operate. *(Note: If this is the case, and the project is approved, it may need to be incorporated into the Capital Improvement Plan and be approved by City Council.)*

**COMMENT (G):**

**SUBMIT COMPLETED FORMS to:**

**JESSICA SCHOONOVER  
ADMINISTRATIVE CLERICAL SPECIALIST  
CITY OF DULUTH  
PARKS AND RECREATION  
411 WEST FIRST STREET  
DULUTH, MN 55802  
[projectproposal@duluthmn.gov](mailto:projectproposal@duluthmn.gov)  
(218) 730-4325**

## City of Duluth Incident/Injury Report

<p><b>CAUSE</b></p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p><b>TYPE OF INJURY</b></p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;"><b>MARK AREAS OF INJURY BELOW:</b></p> <p style="text-align: center;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p><b>Front</b></p>  </div> <div style="text-align: center;"> <p><b>Back</b></p>  </div> </div>
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**COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE**

**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 #: _____	
<b>City vehicle, property, or equipment involved</b>	Description:		
	Vehicle #: _____	Make/Model: _____	Year: _____
	Describe damage: _____		
<b>Non-city vehicle, property, or equipment involved</b>	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other
	Owner address: _____		
	Owner phone number: _____		Vehicle license #: _____
	Make/Model: _____	Color: _____	Year: _____
	Describe damage: _____		
<b>Weather conditions:</b>	<b>Roadway conditions:</b>	<b>Light conditions:</b>	Approximate temperature: _____ °F
<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night	Estimated speed: _____ mph
<input type="checkbox"/> Rain <input type="checkbox"/> Cloudy	<input type="checkbox"/> Wet <input type="checkbox"/> Paved	<input type="checkbox"/> Day	Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty
<input type="checkbox"/> Fog <input type="checkbox"/> Sleet	<input type="checkbox"/> Snow <input type="checkbox"/> Unpaved	<input type="checkbox"/> Good	What was load: _____
<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor	Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

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

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

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

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

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