

EXHIBIT A

WHEELER FIELD APARTMENT LEASE AGREEMENT

Pursuant to Section 2-35 of the Duluth City Code, 1959, as amended, and in consideration of a cash payment to the City of One Hundred Dollars (\$100.00) per month by Residents and services rendered, but subject to the Rent Reduction Article contained in this Agreement, City agrees to the rental, and Residents agree to all of the following conditions for the Term of this Agreement:

I. PARTIES

THIS LEASE AGREEMENT is made and entered into this 1st day of October, 2015, by and between the CITY OF DULUTH (hereinafter the “City”), and CASSIE HAMLIN and BRIAN ENGEBRETSON (hereinafter the “Residents”).

II. PREMISES

A. The City hereby agrees to rent the residential dwelling unit located within the Wheeler Fieldhouse Building located at 3501 Grand Avenue, Duluth, Minnesota (hereinafter the “Apartment”) to Residents for the financial considerations as stated above, but subject to the Rent Reduction contained herein.

B. City shall furnish the Apartment with the following appliances:

1. Refrigerator;
2. Clothes Washer;
3. Clothes Dryer;
4. Oven;
5. Stovetop;
6. Microwave;
7. Window Air Conditioner;
8. Dishwasher;
9. Gas Grill;
10. Oven/Stove; and
11. Garbage Disposal.

C. City shall furnish Apartment with all appliances in an “as is” condition.

D. Other Appliances placed in Apartment by Residents shall be safely installed, used, and maintained by Residents.

E. Residents shall maintain Apartment in a clean and neat condition.

III. SECURITY DEPOSIT

Residents shall, prior to taking occupancy of Apartment, pay to the City a cash security deposit of Two Hundred Dollars (\$200.00).

IV. TERM OF LEASE AGREEMENT

The term of this Agreement (hereinafter “the Term”), shall be month-to-month from the date of signing.

V. RENTAL FEE

Residents agree to the base rental fee of Four Hundred Fifty Dollars (\$450.00) per month (hereinafter “Fee”). One Hundred Dollars (\$100.00) per month of Fee shall be as a direct cash payment to the City, and the additional Three Hundred Fifty Dollars (\$350.00) per month shall be subject to the Rent Reduction provision of this Agreement. The Rental Fee is subject to change by the City for any month with at least thirty (30) days’ notice by City to Residents. For satisfactorily performing all duties or responsibilities set herein, in the sole opinion of the City, and/or other duties as required by the City, Residents will receive a rent reduction of Three Hundred Fifty Dollars (\$350.00) per month.

VI. RENT REDUCTION

A. In order to be eligible for Rent Reduction, Residents agree to maintain an ongoing monthly work log which documents the date, number of hours, and a brief description of each task performed. Each monthly work log shall be verified as to its accuracy or completeness by the Park Maintenance Supervisor or his/her designee. Such verified monthly work logs and any rental fees due (including the One Hundred Dollar (\$100.00) monthly cash payment) shall be submitted to the Parks and Recreation office (411 West First St., Ground , Duluth, MN 55802) by the tenth (10th) day of each month. The monthly work log shall cover all tasks, duties, and responsibilities performed during the previous month. If the verified monthly work log equals or exceeds sixty (60) hours, then Residents shall have satisfactorily met the rent reduction portion of the rental fee. If the verified monthly work log is less than sixty (60) hours, then Residents agree to pay the difference owed of the Three Hundred Fifty Dollar (\$350.00) rent reduction

portion to the Park Maintenance Supervisor or his/her designee office not later than the tenth (10th) day of each month.

B. Rent Reduction amount is subject to change by the City for any month with at least thirty (30) days' notice by City to Residents.

VII. RESIDENTS' DUTIES

A. Residents shall perform the following duties on behalf of the City to full satisfaction of the City Park Maintenance Supervisor or his/her designee:

1. Daily unlock the main entry doors to the Wheeler Fieldhouse Building, and assure that the building is cleared before closing, locking, and securing all exterior doors and turning off all interior or exterior lights not needed for security purposes each evening at approximately 10:00pm (depending upon usage);
2. Daily maintain the public bathrooms in a clean and presentable order by sweeping, wet mopping, and sanitizing all fixtures;
3. As needed but no less than weekly, maintain and clean by sweeping and wet mopping the main floor atrium, auditorium and hallways;
4. Clean and maintain all other interior spaces;
5. Seasonally maintain those exterior garden areas;
6. Pick up obvious litter from parking areas and grounds and perform other general maintenance duties, including grass mowing;
7. Provide general after-hours surveillance, notify the Duluth Police Department or other authorities, if necessary, and collect any necessary information for the preparation of reports;
8. Keep all exterior sidewalks, stairways, and handicap access ramp free of snow, ice, or other debris;
9. Maintain Wheeler Field Building usage calendar, opening building to groups, special events, or activities that have approval to use the facilities, monitor those uses, and secure Building upon completion or departure of events and groups;
10. Report to the Park Maintenance Supervisor or his/her designee any irregularities, problems, needed repairs, or preventive maintenance (structural, mechanical, and electrical, etc.), and any other items that Park Maintenance Supervisor or his/her designee should be informed of;

11. Immediately notify the Park Maintenance Supervisor or his/her designee office of any heating problem so that the heating system can be checked to make sure it is functioning properly;

12. In the event Residents will not be occupying the apartment at any time, Residents agree to notify the Park Maintenance Supervisor or his/her designee in advance when they will not be occupying the Apartment and arrange for the performance of all their necessary daily duties by a designee of Resident;

13. Maintain the thermostat setting at a reasonable level to conserve energy; and

14. Perform other related duties, as communicated by City, not specifically mentioned in this Agreement.

B. The parties agree that for all purposes under this Agreement, Residents are acting as independent contractors and shall not be deemed to be employees of the City for any purposes.

C. Residents agree to continue the performance of all duties in this Agreement regardless of hours required per month.

VIII. PERSONAL PROPERTY OF RESIDENTS

Residents are responsible for their personal property. Residents agree to hold City harmless for any loss or damage of Residents' personal property.

IX. TERMINATION OF AGREEMENT

A. If Residents fail to submit a monthly work report, or if Residents violate one or more of the terms and conditions of this Agreement, Residents shall be in default of this Agreement. If Residents fail to rectify any default by the last day of each calendar month, Residents shall be served with a Notice of Eviction. Such Notice shall allow Residents no less than thirty (30) days from the date the Notice is received to vacate the Apartment. Any Residents' personal property, goods, or effects remaining after the expiration of the Notice of Eviction shall be removed by City and stored at the cost and expense of Residents.

B. Any Notice of Eviction shall be either delivered in person to Residents or mailed via certified mail or by leaving said notice at Resident's place of business or employment with any person then in charge of said premises.

C. Residents agree to clean, perform needed repairs, or otherwise do whatever is necessary to restore the Apartment to the condition it was in when Residents took occupancy. Residents agree to meet with an authorized City representative at least two (2) days prior to the scheduled Apartment vacation/eviction to perform a final Apartment inspection.

X. UTILITIES

A. The City will provide at its expense heating fuel, electrical, water, sewage, and trash/recycling service for the Apartment.

B. Telephone service, cable television service, or other utilities or services not specifically mentioned in ¶ A above shall be the sole financial responsibility of Residents.

XI. ALTERATIONS OR IMPROVEMENTS

Prior to commencing any improvements or alterations to the Apartment or other adjoining interior or exterior spaces that detailed plans for such construction, alteration, or improvement be submitted to the City Property Manager or his/her designee for review at least forty-five (45) days prior to the planned commencement of the construction, alteration, or improvement. No construction, alteration, or improvement shall begin until approved by the City Property Manager and all necessary building permits are secured. All construction shall conform to Minnesota law and Duluth City Code.

XII. GENERAL PROVISIONS

A. Residents may not assign their right to occupy the Apartment and may not sublease the Apartment, nor permit any other person, except Resident's minor children or spouse, to jointly occupy the Apartment at any time without prior written permission from the City Park Maintenance Supervisor or his/her designee.

B. Residents shall comply with all laws and regulations applicable to the occupancy of the Apartment.

C. Residents may not have pets or other animals in any portion of their Apartment and/or Wheeler Fieldhouse Building or grounds without first securing prior written approval from the Property Manager.

D. The waiver by the City or by Residents or any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the 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. In the event of a strike or other labor disputes affecting the Wheeler Fieldhouse Building or adjoining grounds, Residents agree to continue all duties and responsibilities within this Agreement without interruption.

G. All Security Deposit and Rental fees collected pursuant to this Agreement shall be deposited into Fund 110, Public Administration 121, Facilities Management 1222, Rent for Buildings 4622.

CITY OF DULUTH

RESIDENTS

By: _____
Mayor

Signed: _____
Cassie Hamlin

Attest: _____
City Clerk

Date: _____

Date: _____

Countersigned:

Signed: _____
Brian Engebretson

City Auditor

Date: _____

Approved as to form:

City Attorney

Approved:

Property & Facilities Manager