

**LEASE AGREEMENT BETWEEN
THE CITY OF DULUTH AND
THE DULUTH COMMUNITY GARDEN PROGRAM**

THIS LEASE AGREEMENT (this “Agreement”), effective as of the date of attestation by the City Clerk, is entered into by and between the **CITY OF DULUTH**, a municipal corporation organized and existing under the laws of the State of Minnesota (“City”) and **DULUTH COMMUNITY GARDEN PROGRAM**, a Minnesota non-profit corporation (“DCGP”).

The parties acknowledge the following:

A. DCGP is a Minnesota non-profit organization whose mission is to grow healthy food in the community by creating access to land, knowledge, and community connection (its “Mission”). DCGP carries out its Mission by connecting people of the local community together through the growing and sharing of food through urban gardens so that anyone, regardless of resources or experiences, can have a place to grow fresh produce (the “Services”). The Services include: (i) providing 400 sq. ft. garden plots to individuals and families to cultivate fruits, vegetables and other edible plants; (ii) loaning out garden tools, books, and food preservation equipment; and (iii) hosting educational classes and garden tours.

B. City supports community gardens as part of its commitment to promoting citizen access to arable land, good nutrition, improving the ecological footprint of City, encouraging active and healthy living, agricultural education, and providing spaces for human interaction, food production, and esthetic natural beauty in our daily lives.

C. City owns numerous tracts of real property that are currently utilized or could be utilized for community gardening purposes, which are specifically described on the attached Exhibit A (collectively, the “City Properties”).

D. DCGP believes that the City Properties are generally suitable in soil composition and fertility for growing fruits, vegetables, and other eligible plants.

E. DCGP desires to lease the City Properties to further its Mission by providing urban arable land to individuals and families to cultivate fruits, vegetables, and other edible plants (the “Community Garden Program”).

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

I. Leased Premises

A. City demises and leases to DCGP exclusive use of those portions of the City Properties depicted on the attached Exhibit B (collectively the “Leased Premises”). Any additions to or deletions from the Leased Premises shall be through an amendment to this Agreement,

which amendment shall be in writing and shall be executed in the same manner as this Agreement.

B. DCGP may only utilize the Leased Premises for the Community Garden Program and to provide the Services.

C. DCGP is taking the Leased Premises “as is”, in their present physical condition, and City makes no warranty, either express or implied, that the Leased Premises are suitable for any purpose. City makes no warranty that the Leased Premises are suitable for growing fruits, vegetables, or any other plants.

D. The right of DCGP to use and maintain the Leased Premises is subject to CPG’s compliance with the provisions, covenants, and conditions of this Agreement.

II. Lease Fee and Improvements

A. Monthly rent during the term (defined below) shall be \$0. The consideration for the lease of the Leased Premises shall instead be (i) the public benefit provided by DCGP through its provision of the Services and the Community Garden Program; and (ii) payment of all taxes, charges, costs and expenses that DCGP assumes or agrees to pay under this Agreement, together with all interest and penalties that may accrue thereon in the event of the failure of DCGP to pay those items.

B. All improvements to the Leased Premises will become exclusive property of City upon termination or expiration of this Agreement, whichever occurs first.

III. Term of Lease

Notwithstanding the date of execution of this Agreement, this Agreement shall commence on November 15, 2023, and shall continue through the end of the day on November 14, 2026 (the “Term”).

IV. Early Termination or Expiration of Agreement

A. Public Purpose. City may terminate this Agreement with sixty (60) days’ written notice to DCGP if City determines, in its sole discretion, that the City Properties are needed for a public purpose other than the Community Garden Program.

B. Abandonment. City may terminate this Agreement with thirty (30) days’ written notice to DCGP if City determines that DCGP has abandoned the Leased Premises or the Community Garden Program, or both.

C. Without Cause. This Agreement may be terminated without cause by either party by serving at least sixty (60) days’ written notice upon the other.

D. For Cause. City may terminate this Agreement for the material breach by DCGP of any provision of this Agreement, including its exhibits, if such breach is not cured to the satisfaction of City within fourteen (14) days of delivery of a written notice by City (or such longer time as specified in the notice) to CPG identifying the breach and the necessary actions to

remedy the breach.

E. Immediately By City. City may terminate this Agreement immediately if City believes in good faith that the health, welfare, or safety of the Leased Premises' neighbors would be placed in immediate jeopardy by the continuation DCGP's operations.

F. Surrender Possession.

1. Upon expiration or early termination of this Agreement, DCGP shall surrender possession of the Leased Premises to City in as good condition and state of repair as the Leased Premises were in at the time DCGP took possession, normal wear and tear excepted.

2. Prior to expiration of the Term or within fourteen (14) days of early termination of this Agreement, whichever occurs first, DCGP may remove any personal property, plants, and vegetation from the Leased Premises. These removed personal property, plants, and vegetation shall remain exclusive property of DCGP. All personal property, plants, and vegetation remaining on Leased Premises upon expiration of the Term or after fourteen (14) days of early termination of this Agreement, whichever occurs first, shall become the exclusive property of City.

3. All buildings, non-plant fixtures, and improvements, if any, to the Leased Premises shall be deemed to be exclusive property of City after expiration of the Term or early termination of this Agreement, whichever occurs first. Examples of non-plant fixtures include, but are not limited to, fencing, gates, garden bed structures, and benches.

V. Maintenance and Operation

A. DCGP acknowledges that it and all of its members, invitees, and users shall use the Leased Premises at their own risk.

B. DCGP shall maintain the Leased Premises in a safe and clean order, condition, and state of repair and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items. DCGP's maintenance responsibilities shall include, but not be limited to, snow removal, cleaning, washing, sand or debris removal, tree and grass cutting and removal, trash collection and removal, sweeping, and restroom services, if appropriate or applicable. City shall not provide or assist in maintenance of the Leased Premises.

C. DCGP is solely responsible for storage, theft, and/or vandalism of the Leased Premises and all personal property, including but not limited to equipment, tools, and machinery.

D. DCGP shall provide City's Property and Facilities Manager, or their designee (the "Manager") with forty-eight (48) hours prior written notice of its planned application of any fertilizers, herbicides, or pesticides on the Leased Premises. No fertilizer, herbicides, or pesticides may be applied to the Leased Premises without the prior written permission of the Manager, which permission may be granted or withheld in the Manager's sole discretion. The application of any restricted label fertilizers, herbicides, or pesticides may be performed only by an applicator currently licensed by the State of Minnesota. Any restricted label fertilizers,

herbicides, or pesticides applied by other than a currently licensed applicator shall be grounds for immediate termination of this Agreement. City reserves the right to prohibit application of environmentally harmful fertilizers, herbicides or pesticides on the Leased Premises.

E. DCGP shall pay for all utilities, if any, provided on and to the Leased Premises.

F. DCGP is responsible for providing water for all Services and shall, to the extent possible, utilize rainwater collection systems to operate the Community Garden Program. Where water needs exceed available DCGP water resources, DCGP may request the City to fill water tanks on the Leased Premises. All water requests shall be placed by Tuesday of the week during which water is requested. The City may fulfill the request if the necessary equipment and staff are available, and if the water tanks are in proper working condition and placed in an accessible location on the Leased Premises.

G. DCGP is responsible for the legal, proper, and final disposal of garbage and refuse generated by its operations at the Leased Premises and shall absorb all costs related thereto.

H. DCGP shall procure, at DCGP's sole expense, all licenses and permits necessary to operate the Community Garden Program and to carry out the provisions of this Agreement.

I. No permanent structures or murals or other permanent works of art may be built, displayed, or stored on the Leased Premises without written permission from the Manager, which permission may be given or withheld in the Manager's sole discretion.

J. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in or on the Leased Premises, except in designated parking spaces, if any.

K. DCGP shall maintain the public sidewalks on or abutting the Leased Premises, specifically including the sidewalks depicted on Exhibit B, between April 1st and October 31st, or the last day of the gardening season, whichever occurs first, during each year of the Term. DCGP is not responsible for sidewalk maintenance between November 1, or the day after the last day of the gardening season, to March 31 of each year of the Term, unless DCGP operates its Community Garden Program on the Leased Premises during that time of the year, in which event DCGP is responsible to maintain the public sidewalks on or abutting the Leased Premises year-round.

L. DCGP shall be solely responsible for any losses or damages to the Leased Premises caused by DCGP, including its employees, agents, invitees, volunteers, and program participants.

M. In addition to the foregoing costs and charges set forth above, DCGP shall bear, and promptly pay, on or before the due date, all other costs, fees, and charges of any kind whatsoever arising out of the use or occupancy of the Leased Premises. Any use of park space for events and programing outside of DCGP area must follow City permitting procedures.

VI. Access

City shall have unlimited access to the Leased Premises for the purposes of inspection and ensuring DCGP's compliance with this Agreement.

VII. Alterations or Improvements

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

B. DCGP may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises only upon advance written approval from the Manager, which approval may be given or withheld in the Manager's sole discretion. All such improvements (excluding appliances and equipment plugged into an electricity source) shall become the property of City. Prior to commencing any improvements or alterations, DCGP shall submit to City a Project Proposal Request along with detailed plans. A copy of City's current form of Project Proposal Request is attached as Exhibit C. These documents shall be submitted to City at least forty-five (45) days before the planned commencement of the work. No work may begin until the Project Proposal has been approved and all necessary building permits are secured. All construction shall conform to state law and the Duluth City Code.

C. No exterior signage may be installed by DCGP until a request for approval of signage installation has been submitted to the Parks Manager and approved through the relevant City policies and procedures, including the City's Commemorative Naming Policy. DCGP shall wait for signage approval prior to fabrication of signage. Subject to the foregoing, DCGP may seek naming rights for community garden properties. Approved signage must either (in the Parks Manager's sole discretion): (i) adhere to the City's Gate, Wayfinding, and Signage Design Plan, as amended from time to time, or (ii) be consistent with existing sign design at the property. Notwithstanding the foregoing, the City reserves the right to install its own signage on City Properties. DCGP may not sell or install advertising banners

D. Not less than thirty (30) days prior to commencement of any construction, alteration or improvement on the Leased Premises, DCGP will provide City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by City's Claims Investigator and Adjuster before the commencement of any construction hereunder.

VIII. Insurance and Indemnification

A. DCGP shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Leased Premises. A Commercial General Liability Insurance policy shall be maintained in force by DCGP throughout the Term in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage

per occurrence. Such coverage shall include all of DCGP's activities occurring on or within the Leased Premises whether said activities are performed by employees or agents under contract to DCGP. DCGP shall provide satisfactory proof of Statutory Minnesota Workers' Compensation Insurance. City does not represent or guarantee that these types or limits of coverage are adequate to protect DCGP's interests and liabilities.

B. DCGP shall provide City with Certificates of Insurance evidencing required insurance coverages with 30-day notice of cancellation, non-renewal, or material change provisions included. Such policies of insurance shall be in a form acceptable to the City Attorney. City shall be named as an additional insured on the policies of insurance required by this Agreement. When using the "Accord" Certificate form cancellation provisions, the words "endeavor to" on- Line 2 must be deleted. As an additional insured under the insurance contract, City has contractual rights far exceeding that of a certificate holder. Therefore, the additional named insured endorsement shall read as follows (or other language acceptable to City Attorney): "This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage."

C. City reserves the right to require DCGP to increase the coverages set forth above and to provide evidence of such increased insurance if: (i) the liability limits as provided in Minn. Stat. § 466.04 are increased, or (ii) the City Attorney determines that higher liability limits are necessary to protect City's interests.

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

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

F. DCGP will protect, indemnify and hold City and its officers, agents, servants, and employees harmless from and against all liabilities, losses, damages, costs, expenses, including attorneys' fees and expenses, causes of action, suits, claims, demands and judgements of any nature arising from:

1. Any injury to or death of any person or damage to property in or upon the Leased Premises, or growing out of or in connection with the use or non-use, condition or occupancy of the Leased Premises or any part thereof and also, without limitation, any and all acts or operations related to any construction or installation on any portion of the Leased Premises. The foregoing indemnification shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for DCGP, its employees, agents and invitees under any Workers' Compensation Act, Disability Benefit Acts or any other Employee Benefit Acts;

2. Any violation by DCGP of any provision of this Agreement;

3. Any violation of any contract, agreement or restriction related to DCGP's use of the Leased Premises which shall have existed at the commencement of the Term or shall have been approved by DCGP; and

4. Any violation of any law, ordinance, court order or regulation affecting the Leased Premises or the ownership, occupancy or use thereof.

G. Promptly after receipt by City of notice of the commencement of any action with respect to which DCGP is required to indemnify such person under this Article, City shall notify DCGP in writing of the commencement thereof, and, subject to the provisions as hereinafter stated, DCGP shall assume the defense of such action, including the employment of counsel satisfactory to City and the payment of expenses. Insofar as such action shall relate to any alleged liability of City with respect to which indemnity may be sought against DCGP, City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such separate counsel shall be at the expense of DCGP.

IX. Incident Reports

DCGP shall notify the Manager in writing of any incident of injury or loss or damage to the Leased Premises or any of DCGP's participants or invitees occurring within the Leased Premises during the Term, except for damage to DCGP's personal property. Such written report shall be in a form acceptable to City's Claims Investigator and Adjuster. A copy of City's current form of Incident Report is attached as Exhibit D.

X. Records Retention

As provided in Minnesota Statutes Section 16C.05, Subd. 5, all DCGP books, records, documents, and accounting procedures and practices related to the Leased Premises and the Community Garden Program are subject to examination by City or the State Auditor for six (6) years after the termination or expiration of this Agreement. Upon forty-eight (48) hours advance notice by City or the State Auditor, DCGP shall provide all requested financial information. DCGP shall maintain all books, records, documents and other evidence pertaining to this Agreement for six years following termination or expiration of this Agreement.

XI. Taxes

DCGP shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of DCGP's operations or use of the Leased Premises, including real property taxes, if applicable. In the event DCGP fails to do so, City may pay the same on behalf of DCGP and immediately collect the amounts paid from DCGP. DCGP shall collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date.

XII. Independent Relationship

A. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting DCGP as agents, representatives or employees of City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

B. DCGP and its employees shall not be considered employees of City and any claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of DCGP's employees or agents while so engaged shall in no way be the responsibility of City.

XIII. No Assignment Allowed

DCGP shall not in any way assign or transfer its rights or interests under this Agreement.

XIV. Laws, Rules and Regulations

A. During the Term, DCGP shall conduct its activities and operations on the Leased Premises in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth, including Section 50-20.3.B. of the Uniform Development Code or other applicable sections.

B. DCGP shall not discriminate and shall comply with all applicable federal and state laws regarding non-discrimination.

XV. Government Data Practices

A. All data collected, created, received, maintained or disseminated for any purpose by the parties because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it may be amended or replaced from time to time (the "Minnesota Government Data Practices Act"). DCGP shall comply with the Minnesota Government Data Practices Act. DCGP shall hold City, its officers, and employees harmless from any claims resulting from DCGP's failure to comply with this law.

B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of data related to this Agreement by DCGP. If DCGP receives a request to release data related to this Agreement and referred to in the Minnesota Government Data Practices Act, DCGP shall immediately notify City and consult with City as to how DCGP should respond to the request. DCGP shall hold City, its officers, and employees harmless from any claims resulting from DCGP's unlawful disclosure or use of data protected under state and federal laws.

XVI. Waiver

The waiver by City of any breach of any term, covenant, or condition in this Agreement shall not be deemed a waiver of any subsequent breach of same or any term, covenant, or condition of this Agreement.

XVII. No Third-Party Rights

This Agreement is to be construed and understood solely as an agreement between the parties hereto regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person, organization, or business shall have the

right to make claim that they are a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

XVIII. Notices

Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses set forth below:

Duluth Community Garden Program
Attn: Land Stewardship Coordinator
206 W 4th St., Suite 214
Duluth, MN 55806-2713
(218) 722-4583

City of Duluth
Attn: Property and Facilities Manager
1532 W. Michigan Street
Duluth, MN 55806
(218) 730-4430

or to such other persons or addresses as the parties may designate to each other in writing from time to time.

XIX. Intentionally Omitted

XX. Applicable Law

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

XXI. Amendments

Any amendments to this Agreement shall be in writing and shall be executed in the same manner as this Agreement.

XXII. Severability

If any term or provision of this Agreement is declared by a court of competent-jurisdiction to be illegal or in conflict with any law, 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 this Agreement did not contain the particular term or provision held to be invalid.

XXIII. Authority To Execute Agreement

The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said parties on their behalf will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

XXIV. Entire Agreement

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, including all prior leases between the parties affecting all or any portion of the Leased Premises.

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

CITY OF DULUTH

**DULUTH COMMUNITY
GARDEN PROGRAM**

Approved as to form: _____

By:

City Attorney

Megan Wylder, Program Manager

Countersigned:

Date: _____

City Auditor

By:

Mayor

Attest:

City Clerk (Stamp)

Date Attested: _____

EXHIBIT A CITY PROPERTIES

Apple Tree Circle Community Garden Legal Description: That part of Block Seven (7), HUNTER AND MARKELL'S GRASSY POINT ADDITION TO DULUTH, as outlined in red on Exhibit B.

Chester Creek Community Garden Legal Description: That part of Lot Ten (10), Block Six (6), CHESTER PARK DIVISION OF DULUTH, and that part of Block One-Hundred Seventeen (117), ENDION DIVISION OF DULUTH, as outlined in red on Exhibit B.

Denfeld Food Forest Legal Description: That part of Block Eight (8), GRAND CENTRAL DIVISION OF DULUTH, as outlined in red on Exhibit B.

Harrison Park Community Garden Legal Description: That part of Blocks Thirty-Five (35) and Thirty-six (36), including adjacent right-of-way, WEST PARK DIVISION OF DULUTH, as outlined in red on Exhibit B.

Lakeview Community Garden Legal Description: That part of Lot Sixteen (16), Block Twenty-One (21), ENDION DIVISION OF DULUTH, as outlined in red on Exhibit B.

Liliput Community Garden Legal Description: That part of Lots Fifty-five (55), Fifty-seven (57), and the West Half (W ½) of Lot Fifty-nine (59), East Fifth Street, DULUTH PROPER, FIRST DIVISION, as outlined in red on Exhibit B.

Riverside Community Garden Legal Description: That part of said plat of RIVERSIDE designated thereon as "Park" as outlined in red on Exhibit B.

Rock Nut Community Garden Legal Description: That part of Lots Twelve (12) and Thirteen (13), Block One-Hundred Twenty-Six (126), PORTLAND DIVISION OF TOWN OF DULUTH, as outlined in red on Exhibit B.

Stoney Ground Community Garden Legal Description: That part of Lots Fifteen (15) and Sixteen (16), Block One-Hundred Forty-Five (145), PORTLAND DIVISION OF TOWN OF DULUTH, as outlined in red on Exhibit B.

EXHIBIT B: LEASED PREMISES

Apple Tree Circle Community Garden

Parcel IDs:
010-2420-01350
010-2420-01340
010-2420-01320



Google Earth

City of Duluth Contract #

EXHIBIT B: LEASED PREMISES

Chester Creek Community Garden

Parcel IDs:
010-0500-00980
010-1480-11190



Google Earth



EXHIBIT B: LEASED PREMISES

Denfeld Food Forest

Parcel IDs:
010-1940-01520



Google Earth

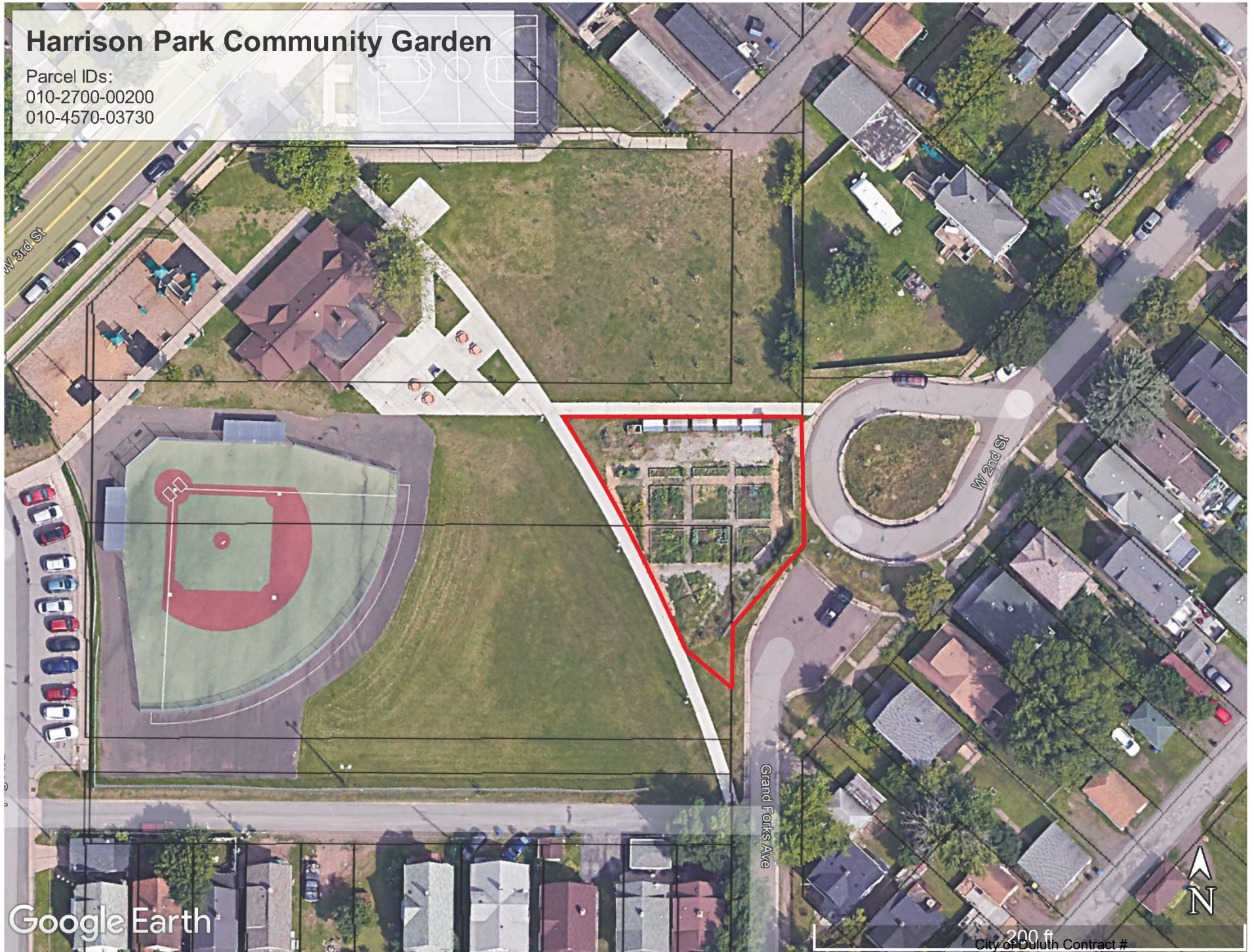
200 ft
City of Duluth Contract #



EXHIBIT B: LEASED PREMISES

Harrison Park Community Garden

Parcel IDs:
010-2700-00200
010-4570-03730



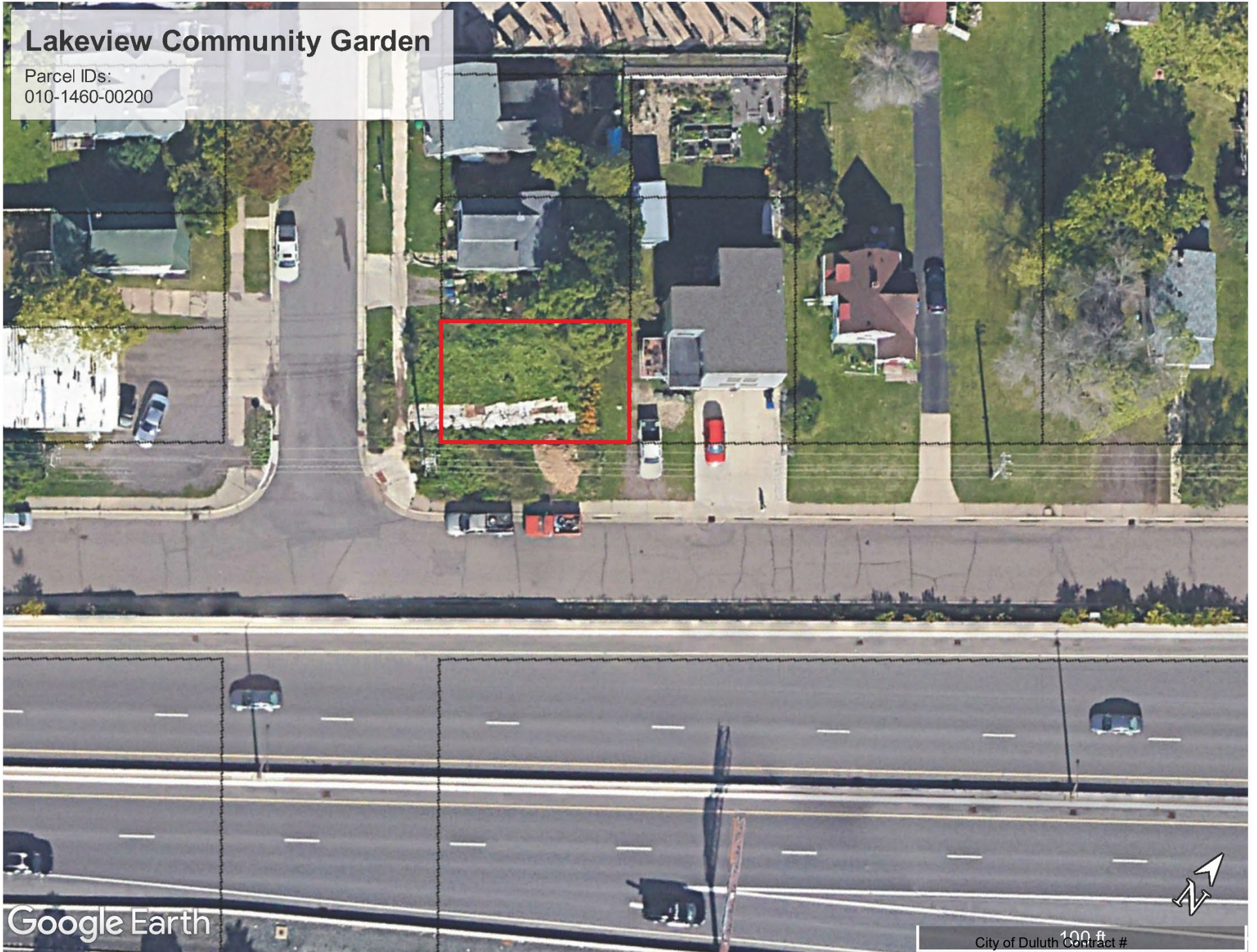
Google Earth

200 ft
City of Duluth Contract #

EXHIBIT B: LEASED PREMISES

Lakeview Community Garden

Parcel IDs:
010-1460-00200



Google Earth

100 ft
City of Duluth Contract #



EXHIBIT B: LEASED PREMISES

Lilliput Park Community Garden

Parcel IDs:
010-1010-00610
010-1010-00620
010-1010-00630



Google Earth

E 5th St

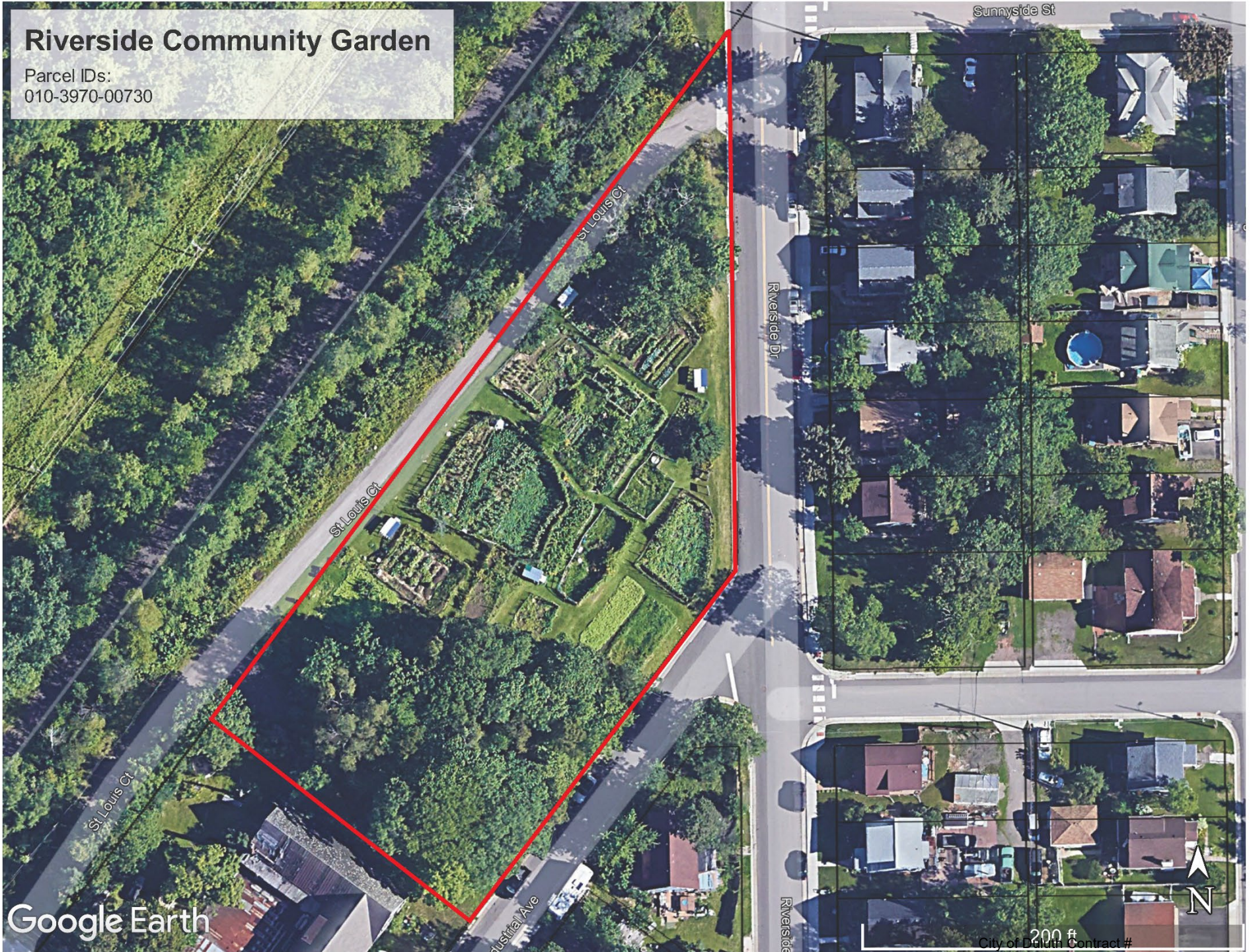
E 5th St
100 ft
City of Duluth Contract #

E 5th St

EXHIBIT B: LEASED PREMISES

Riverside Community Garden

Parcel IDs:
010-3970-00730



Google Earth

200 ft
City of Duluth Contract #

EXHIBIT B: LEASED PREMISES

Rock Nut Community Garden

Parcel IDs:
010-3850-01000
010-3850-01010

E 6th St

E 6th St

N 8th Ave E

N 8th Ave E

Google Earth



City of Duluth Contract #



EXHIBIT B: LEASED PREMISES

Stoney Ground Community Garden

Parcel IDs:
010-3850-04420
010-3850-04430

Legend



Google Earth

City of Duluth Contract #

EXHIBIT C

PROJECT PROPOSAL FORM



Parks & Recreation

Ground Floor
411 West First Street
Duluth, Minnesota 55802



218-730-4300



parcs@duluthmn.gov

July 1, 2022

Dear Community Partner:

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

Each year there are numerous requests for projects on City property. Proposals may be submitted by individuals and community organizations, as well as City Divisions/Departments. Please note that acquiring funds for a project through grants, fundraising, donations, or other means does not guarantee project approval. It is strongly recommended that organizations seek City approval in advance of, or at least concurrent with, pursuing funding.

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

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

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

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

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

Jessica Peterson
Parks and Recreation Manager



PROJECT PROPOSAL APPLICATION FORM

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

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

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

APPLICANT CONTACT INFORMATION - REQUIRED

Date of Application

Name

Organization

Email

Phone

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

Proposed Project Name

Proposed Project Location

PROJECT PROPOSAL FORM - APPLICATION QUESTIONS

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

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

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

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

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

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

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

For Temporary Art Installations:

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

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

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

Additional Information:

EXHIBIT D
FOR OFFICE USE ONLY
CITY OF DULUTH INCIDENT/INJURY REPORT FORM

The following criteria will be used to evaluate project proposals:

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

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

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

EXHIBIT D City of Duluth Incident/Injury Report

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

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

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

| | |
|--|--|
| Did accident, injury, or incident 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 accident, injury, or incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. |
| Date employer notified of accident, injury, or incident: _____ | 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 accident, injury, or incident. Be specific. Include body parts affected.

Describe the activities when the accident, injury, or incident occurred with details of how it happened.

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

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

Names and phone numbers of witnesses:

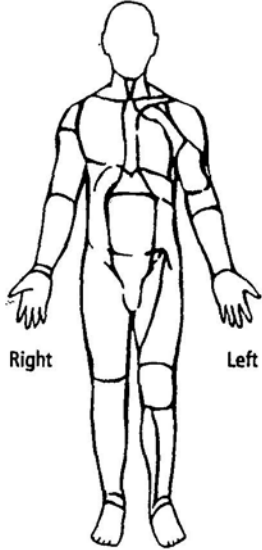
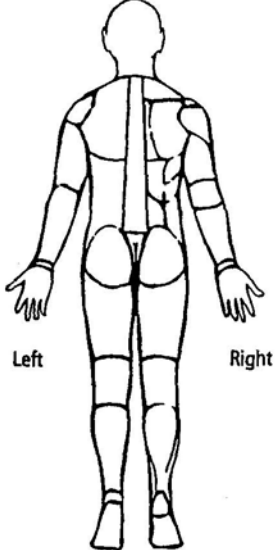
Incident was a result of: safety violation machine malfunction product defect motor vehicle accident N/A

Supervisor comments:

What actions have been taken to prevent recurrence?

City of Duluth Contract #

City of Duluth Incident/Injury Report

| | |
|---|--|
| <p>CAUSE</p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p>TYPE OF INJURY</p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p> | <p style="text-align: center;">MARK AREAS OF INJURY BELOW:</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Front</p>  </div> <div style="text-align: center;"> <p>Back</p>  </div> </div> |
|---|--|

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

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

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____ Duluth Contract # _____