

EXHIBIT 1

Woodland Community Center Lease Agreement Between the City of Duluth and Duluth Area Family Y.M.C.A.

THIS LEASE AGREEMENT (this “Agreement”) is by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota (the “City”) and Duluth Area Family Y.M.C.A., a Minnesota non-profit corporation (“YMCA”).

WHEREAS, the City owns the Woodland Community Center building (the “Building”) together with the surrounding green space, parking lot, park amenities, various fixtures, and personal property contained therein, located at 3211 Allendale Avenue, Duluth, Minnesota 55803 (collectively, the “Community Center”), which is depicted on the attached Exhibit A; and

WHEREAS, YMCA has leased and managed certain portions of the Community Center since 2009;

WHEREAS, YMCA provides critical services to the community through its lease and management of certain portions of the Community Center. Additionally, YMCA offers gymnastics, dance, athletic, and day camp programming (the “Programming”) at the Community Center, as well as a variety of other youth, adult, and community programming for YMCA members and the general public (the “Services”); and

WHEREAS, the City desires to lease certain portions of the Community Center to YMCA for YMCA’s use and management thereof, and so that YMCA can provide the Programming and the Services.

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. The City leases to YMCA, on the terms set forth in this Agreement, the “Leased Premises,” which includes collectively the “Exclusive Space” and the “Non-Exclusive Space” as defined below. The lower level of the Building is excluded from the Leased Premises and this Agreement.

B. YMCA shall have exclusive use of the upper floor of the Building (the “Exclusive Space”).

C. YMCA shall have the non-exclusive right to use the parking lot, surrounding green space and park amenities located at the Community Center (the “Non-Exclusive Space”). YMCA acknowledges and understands that (i) the Community Center’s tennis courts, parking lot, park amenities and surrounding green space shall remain open to the general public; and (ii) the City contracts use of the ball fields at the Community Center with youth and adult baseball and softball leagues under agreements separate from this Agreement. YMCA may utilize the

ball fields at the Community Center for the Programming when not in use by the baseball and softball leagues. The fields shall be open and available for use by the general public when not in use by the baseball and softball leagues or YMCA. The City retains the ability to schedule use of the ball fields and shall decide any disputes between user groups.

D. The City makes no representations or warranties, either express or implied, that the Leased Premises is suitable for any specific uses, including the Programming. YMCA accepts the Leased Premises in “as is” condition without representations or warranties of any kind. The City is not obligated to make any alterations or improvements on or to the Leased Premises.

E. YMCA’s use of the Leased Premises shall only be for the Programming, the Services and public recreational and community advancement purposes. YMCA shall be responsible for all activities arising out of, related to, or associated with YMCA’s use of the Leased Premises.

F. YMCA acknowledges that the Community Center is a multi-use facility requiring cooperation of all users and coordination of activities. This cooperation includes ingress and egress and use of amenities and related improvements. YMCA acknowledges that the City’s Property and Facilities Manager, or their designee (the “PFM Manager”) shall ultimately determine the appropriate use of the Community Center, and shall decide any disputes between YMCA and any other users of the Leased Premises.

II. Rent.

The City shall not charge YMCA rent in relation to this Agreement. The consideration for this Agreement shall instead be the public benefit provided by YMCA through the Services and the Programming, and the mutual promises set forth in this Agreement. The funds received pursuant to this Agreement shall be deposited into Fund 110, Public Administration 121, Property and Facilities Management 1222, Rent for Land 4623.

III. Term.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on September 1, 2023, and shall expire at the end of the day on August 31, 2026, unless earlier terminated as provided in this Agreement (the “Term”). “Year One” shall be defined as the period September 1, 2023 through August 31, 2024. “Year Two” shall be defined as the period September 1, 2024 through August 31, 2025. “Year Three” shall be defined as the period September 1, 2025 through August 31, 2026.

IV. Termination or Expiration of Agreement.

A. Abandonment. The City may terminate this Agreement with thirty (30) days written notice to YMCA if the City determines that YMCA has abandoned the Leased Premises or stopped providing the Programming on the Leased Premises, or both.

B. For Cause. The City may terminate this Agreement for the material breach by YMCA of any provision of this Agreement if such breach is not cured to the satisfaction of the

City within thirty (30) days of delivery to YMCA of a written notice by the City (or such longer time as specified in the notice). The notice shall identify the breach and the actions necessary to remedy the breach. If YMCA fails to cure the breach as required by the notice prior to the expiration of the thirty (30) day notice, this Agreement shall automatically terminate.

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

D. Immediately. The City may terminate this Agreement immediately on written notice to YMCA if the City believes in good faith that the health, welfare, or safety of the Community Center or the Leased Premises, or occupants, users or neighbors would be placed in immediate jeopardy by the continuation of YMCA's use of the Leased Premises.

E. Surrender Possession.

1. Upon termination or expiration of this Agreement, whichever occurs first, YMCA shall surrender possession of the Leased Premises to the City in as good condition and state of repair as the Leased Premises were in at the time YMCA took possession. Prior to expiration or termination of this Agreement, YMCA shall restore the Leased Premises to its original condition at the time of execution of this Agreement, or, upon demand, pay to the City the reasonable costs incurred by the City to restore the Leased Premises as required by this Agreement. This provision shall survive termination or expiration of this Agreement for any reason.

2. Prior to expiration of the Term or within fourteen (14) days of early termination, whichever occurs first, YMCA may remove its personal property from the Leased Premises. The removed personal property shall remain exclusive property of YMCA.

3. All personal property remaining at the Leased Premises upon expiration of the Term or fourteen (14) days after early termination, whichever occurs first, shall become exclusive property of the City.

V. Use and Maintenance.

A. YMCA shall be responsible for the use and maintenance of the Exclusive Space. YMCA's responsibilities shall include, but not be limited to, the following:

1. Staffing and operating the Programming and the Services at the Leased Premises. The Programming and the Services shall be scheduled and advertised similar to other YMCA programs. YMCA may charge reasonable fees for the Programming and the Services and retain the fees. Upon request and within ten (10) days of a request, YMCA shall provide to the City a listing of the dates, times, and fees charged for the Programming and the Services.

2. Managing, overseeing and supervising the rentals and all user groups (including guests, invitees and agents thereof) of the Exclusive Space, which duties include:

a. Scheduling recreational and community events and programs (each an "Event"). YMCA may rent any portion of the Exclusive Space to individuals, groups, clubs or

organizations and may, at its discretion, charge a rental fee and/or require a deposit. The rental fee for an Event shall be comparable to rental prices charged under similar circumstance in the community. YMCA shall have the right to retain all rental fees, except as otherwise set forth in this Agreement. All rentals shall be documented by a written rental agreement, which form of rental agreement shall be approved by the City Attorney prior to its use by YMCA. A schedule of rental fees for the use of the Exclusive Space shall be created by YMCA and submitted to the Parks Manager for approval prior to becoming effective, which approval shall not be unreasonably withheld or delayed.

b. Maintaining a master calendar (the “Master Calendar”) of all scheduled Events. An up-to-date version of the Master Calendar shall be provided to the Parks Manager on or before the 1st day of each month during the Term.

c. Collecting the rental fees and deposits for the use of the Exclusive Space, as applicable. All fees and deposits shall be separately managed and/or accounted for by YMCA in order to identify funds received or expended in the use and maintenance of the Community Center.

d. Ensuring renters and user groups’ compliance with all rules and laws.

3. Providing, at its expense, all daily cleaning, minor repairs and routine maintenance necessary to properly maintain the Exclusive Space in a safe and reasonable state of repair, including cleaning of interior windows of the Exclusive Space.

4. Providing those items required for daily use, maintenance and cleaning of the Exclusive Space, including but not limited to, interior light bulbs, paper products, plastic products (e.g., garbage bags), program equipment and supplies, minor repairs, etc. so as to maintain the Exclusive Space in good order and condition and state of repair. YMCA shall not be responsible for major or Non-Routine Maintenance (defined below) that requires a licensed or skilled tradesperson (e.g., plumber, electrician, carpenter, etc.).

5. Keeping the Exclusive Space free from rodents, insects, and other pests. The City may require YMCA to contract with a pest exterminating contractor to exterminate as may be necessary and as may be directed by the City. The sole cost and expense of this service shall be the responsibility and obligation of YMCA. In the alternative, the City may pay a pest-exterminating contractor on behalf of YMCA and immediately collect the cost of the same from YMCA, or reduce any amount owed to YMCA by the City pursuant to this Agreement.

6. Removing all litter or other waste from the Exclusive Space and removing all litter or other waste generated by or from YMCA and/or the Programming within the Community Center, and properly disposing and recycling of same into the proper waste disposal and recycling containers provided outside the Building.

7. Removing snow and ice, and providing anti-slip treatment, on all sidewalks, pathways, and entrances servicing the Community Center.

8. Providing, at YMCA’s sole expense, all staff, equipment, and cleaning supplies necessary to carry out the provisions of this Agreement.

9. Maintaining YMCA's equipment in a safe and properly maintained manner at YMCA's sole expense.

10. Prohibiting the use of any unsafe or unmaintained equipment at the Leased Premises.

B. YMCA shall promptly notify the City of the need, in YMCA personnel's judgement, for major or Non-Routine Maintenance at the Community Center, including any maintenance that requires a licensed or skilled tradesperson.

C. Any utilities or services, such as telephone, internet or cable television services, beyond the basic utilities described in Section VI.A. below, shall be the sole responsibility of YMCA. YMCA shall pay the City \$450.00 per month for the period January 1, 2024 through August 31, 2024 during Year One for the basic utilities listed in Section VI.A below. YMCA shall pay the City \$600.00 per month during Year Two and Year Three for the basic utilities listed in Section VI.A below.

D. YMCA shall be responsible for any losses or damages whatsoever caused by the negligence or intentional act of YMCA, or its employees, agents, participants in the Programming, volunteers, or invitees to the Community Center or to any of the City's personal property or fixtures.

E. YMCA shall follow all of the City's established policies, procedures, and instructions regarding premises and/or building safety and security, including, but not limited to, securing exterior doors. YMCA shall immediately report any safety or security issues or concerns to the City's Police Department and the PFM Manager.

F. YMCA shall not make structural or decorative changes to the Leased Premises or the Community Center without the written permission of the PFM Manager. The installation of telephone or internet service does not apply to this provision.

G. YMCA shall comply with the City's written guidelines and instructions relating to recycling, energy efficiency, and maintenance applicable to the Leased Premises, which written guidelines and instructions may be electronically provided by the City directly to the YMCA, and may be amended unilaterally by the City from time to time. YMCA may have appliances in the Leased Premises only with the PFM Manager's prior written approval. Any appliance on the Leased Premises must be energy star certified. All electric switches must be turned off when use of the Exclusive Space has concluded on each day.

VI. City Responsibilities.

The City shall provide the following services at the Leased Premises:

A. The following utilities shall be provided by the City: electricity, gas, water, sewer, and trash collection. YMCA shall pay the City \$300.00 per month during Year One for these utilities and \$600.00 per month during Year Two and Year Three for these utilities.

B. In the sole discretion of the City, major repairs and Non-Routine Maintenance to the structural and mechanical components of the Building, including plumbing and electrical systems. "Non-Routine Maintenance" shall be defined as major system replacement repair items or replacement of whole systems, major building and/or assembly or upgrade of any fixed asset, road repair, locks and key changes, and winterizing water systems. Any work performed shall be in the sole discretion of the City.

C. As the City's budget allows and in accordance with the City's schedule for parks and green space ground maintenance, the City will perform mowing and related grounds maintenance at the Community Center. The frequency of the City's mowing and ground maintenance at the Community Center shall be in the City's sole discretion.

D. The City will plow the parking lot(s) at the Community Center in accordance with its Snow and Ice Control Policy, as amended in the City's sole discretion from time to time, which policy depends on work force and equipment availability.

E. The City will provide light bulbs for the light fixtures attached to the Exclusive Space, which shall be installed by YMCA. The City will provide and install light bulbs for the light fixtures in the Non-Exclusive Space.

VII. Access.

A. The City may occasionally schedule activities and events on or at the Leased Premises when not in use by YMCA for the Programming and shall not be charged any fee for such use, so long as such uses do not materially interfere with or limit the Programming.

B. The City shall have unlimited access to the Community Center and the Leased Premises for the purposes of inspection and ensuring YMCA's compliance with this Agreement. The City shall provide YMCA with reasonable notice before accessing the Leased Premises and shall only access the Leased Premises after business hours except in the event of an emergency. YMCA shall not change the locks or otherwise prohibit or inhibit the City's access to any portion of the Leased Premises. Except in the case of an emergency or a life, health or building safety issue, the City shall notify YMCA at least 14 days in advance of any repair or maintenance activities that could interfere with YMCA's use of the Leased Premises.

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

D. YMCA shall not make copies of any keys to the Community Center or the Leased Premises. All keys shall be promptly returned to the PFM Manager upon termination or expiration of this Agreement.

E. Notwithstanding anything contained herein, during such times when City-wide voting or elections are held, YMCA shall make available those portions of the Leased Premises designated by the City Clerk for election proposes. Generally, elections are held the second Tuesday in August and the first Tuesday after the first Monday of November. The City shall

provide YMCA with at least thirty (30) days written notice prior to any non-scheduled or special election. YMCA acknowledges that use of the Leased Premises by the City for election purposes takes precedence over any prior commitment YMCA may have scheduled on an election date. YMCA shall not hinder, obstruct, or interfere in any way with the City's access or use of the Leased Premises for election purposes.

VIII. Alterations or Improvements.

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

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

C. YMCA shall pay to the City upon demand the reasonable costs incurred by the City to repair any damage done to the Community Center or the Leased Premises by YMCA, its employees, volunteers, servants, agents, contractors, invitees, and licensees during the Term.

IX. Insurance and Indemnification.

A. During the Term, YMCA shall maintain such insurance coverage as required by this Agreement and as will protect YMCA and the City against risk of loss or damage to the Community Center and against claims that may arise or result from the maintenance and use of the Community Center during the Term. YMCA shall procure and maintain continuously in force: (1) workers compensation insurance in accordance with applicable law; (2) Commercial General Liability Insurance with limits not less than \$1,500,000 Single Limit that shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. YMCA may meet the minimum amount of insurances as required above by obtaining an Umbrella policy with a "form following" provision. Insurance coverage shall include premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. The City does not represent or guarantee that these types or limits of coverage are adequate to protect YMCA's interests and liabilities. 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.

B. The City shall always be named as an Additional Insured under the Commercial General Liability Policy, and YMCA shall provide Certificate(s) of Insurance evidencing such coverage with 30-days' notice of cancellation provision included. YMCA shall provide the City with Certificate(s) of Insurance evidencing the required insurance coverage - with 30-day notice of cancellation, non-renewal, or material change provisions included - upon execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the Term. The City reserves the right to require YMCA to increase the coverages set forth above and to provide evidence of such increased insurance to reflect the municipal liability limits set forth in Minn. Stat. § 466.04, as amended from time to time.

C. To the fullest extent permitted by law, YMCA shall defend, indemnify, and hold the City and its employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by itself or any third party, including claims arising from the acts, omissions, negligence, or misconduct of YMCA or that of its agents, employees, invitees or contractors, or of YMCA's use or occupancy of the Licensed Premises. The obligations shall include, but not be limited to, the obligations to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City are alleged to be or could be found to arise out of acts or omissions of YMCA, or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of YMCA, or arise out of or relate to the Services or YMCA's negligent, intentional, or wrongful acts or omissions, including breach of any duty in this Agreement by YMCA. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against the City. On ten days' written notice from the City, YMCA will appear and defend all lawsuits against the City growing out of such injuries or damages using counsel acceptable to the City. This Section shall survive the termination of this Agreement for any reason. YMCA shall not have the obligation to indemnify the City for the City's intentional, willful or wanton acts, or for the City's own negligence.

D. YMCA shall indemnify the City for any damage to the Leased Premises or any of the City's property caused by YMCA, its employees, agents, volunteers, participants, users or invitees.

X. Financials, Reporting, and Records Retention.

A. YMCA shall file with the City Auditor an itemized statement showing all YMCA income and expenses related to the use and maintenance of the Leased Premises during the Term. The statement shall be filed no later than August 31 of each year of the Term and shall include all required financial information for the Term. The statement shall also include a designation of the official contact person responsible for the administration of this Agreement along with that person's address and phone numbers. YMCA shall provide the City with a current copy of YMCA's Bylaws and Articles of Incorporation, and updated copies from time to time in the event said documents are amended during the Term.

B. YMCA acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all YMCA books, records, documents, and accounting procedures and practices related 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, YMCA shall provide all requested books, records, documents, and accounting procedures and practices related to this Agreement.

C. YMCA shall maintain all records relating to this Agreement and the Leased Premises during the Term and for six (6) years after the termination, cancellation, or expiration of this Agreement.

XI. Independent Relationship.

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 YMCA as an agent, representative, or employee of the 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. YMCA's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of YMCA'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. YMCA 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.

XII. No Assignment or Subletting Allowed.

YMCA shall not in any way assign or transfer its rights or interests under this Agreement or sublet the Leased Premises or any portion thereof, except for rentals for Events as discussed in Section V above.

XIII. Compliance with Laws.

A. YMCA shall make the Programming and the Services 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 maintenance or use of the Leased Premises.

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

C. YMCA shall use the Leased Premises in compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City.

D. YMCA shall procure at its sole expense all licenses and permits necessary for carrying out the provisions of this Agreement.

XIV. Use of Tobacco, Cannabinoids, Illegal Drugs & Alcohol.

YMCA acknowledges and agrees there shall be no: (i) alcohol, tobacco, or illegal drugs whatsoever on the Leased Premises; and (ii) there shall be no smoking or vaping of any cannabinoid (as defined by Section 28-63(c) of the Duluth City Code, as it may be amended or replaced from time to time) on the Leased Premises.

XV. Taxes.

YMCA shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of YMCA's use of the Leased Premises, including real property and sales taxes, if applicable. The City may pay the same on behalf of YMCA and immediately collect the same from YMCA, or reduce (by the same dollar amount) any amount owed to YMCA by the City pursuant to this Agreement. YMCA 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.

XVI. Communications.

The parties acknowledge 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.

XVII. Government Data Practices.

A. YMCA shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by YMCA under this Agreement.

B. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by YMCA. If YMCA receives a request to release the data referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, YMCA must immediately notify the City and consult with the City as to how YMCA should respond to the request. YMCA agrees to hold the City, its officers, and employees harmless from any claims resulting from YMCA's unlawful disclosure or use of data protected under state and federal laws.

XVIII. Waiver.

The waiver by the 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.

XIX. 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.

XX. Notices.

Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

Duluth Area Family YMCA
Attention: Executive Director
302 West First Street
Duluth, MN 55802

City of Duluth
Attn: Property and Facilities Manager
1532 W. Michigan Street
Duluth, MN 55806

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

XXI. Compliance with Agreement.

The right of YMCA to lease, occupy, and use the Leased Premises is subject to YMCA's compliance with the undertakings, provisions, covenants, and conditions set forth in this Agreement.

XXII. 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 this Agreement will be in and under those courts located within St. Louis County, Minnesota.

XXIII. Amendments.

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.

XXIV. 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 the Agreement did not contain the particular term or provision held to be invalid.

XXV. 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.

XXVI. Incident Reports.

YMCA shall promptly notify the PFM Manager in writing of any incident of injury or loss or damage to the City's property or to any employee, agent, user, participant or invitee occurring on or within the Community Center during the Term. Such incident shall be reported using the form of the Incident Report attached as Exhibit C.

XXVII. Logos.

YMCA shall have the right to use reasonable signs bearing "YMCA" and/or "Y" identification and logos on the Leased Premises. Such signs shall be in compliance with applicable sign ordinances and regulations. Nothing in this Agreement shall be construed as YMCA licensing its name, the name "YMCA", its logos or any other names, trademarks, service marks or intellectual property rights to the City, either during the Term or after the termination of this Agreement. However, YMCA shall not be allowed to use, erect, and/or attach signage indicating "Young Men's Christian Association" at the Leased Premises.

XXVIII. 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.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date shown below.

CITY OF DULUTH

By: _____
Mayor

ATTEST:

City Clerk

Dated: _____

Approved as to form:

City Attorney

Countersigned:

City Auditor

DULUTH AREA FAMILY Y.M.C.A

DocuSigned by:
By: Sara Cole
B6762B10BE414AB...

Its: President & CEO
Authorized Representative

Printed Name: Sara Cole

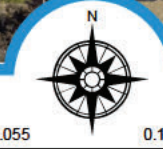
Dated: 4/18/2024



EXHIBIT A



- Exclusive Space--Upper Floor Only
- Community Center



County Land Explorer
 St. Louis County www.stlouiscountymn.gov/explorer Minnesota

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

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

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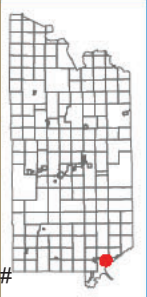


EXHIBIT B

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:

FOR OFFICE USE ONLY

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 C City of Duluth Incident/Injury Report

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

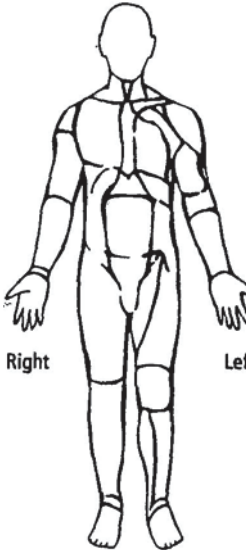
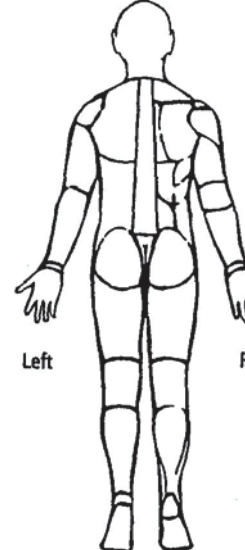
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury 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?		

City of Duluth Incident/Injury Report

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

For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.
Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)

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

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

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____