

Exhibit 1

LAFAYETTE SQUARE USE AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF DULUTH AND PARK POINT COMMUNITY CLUB

THIS USE AND MAINTENANCE AGREEMENT (this “Agreement”) is by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the “City,” and Park Point Community Club, a Minnesota non-profit corporation, hereinafter referred to as the “Community Club.”

WHEREAS, the City owns a tract of land located at 3016 Minnesota Avenue, Duluth, Minnesota 55802. This property consists of a community center building (the “Building”), together with the surrounding green space, parking lot, park amenities, various fixtures, and personal property contained therein, (everything except the Building is collectively described as the “Outdoor Space”). The Building and Outdoor Space are collectively referred to as “Lafayette Square” and are depicted on the attached Exhibit A; and

WHEREAS, the purpose of the Community Club is to work for the betterment of the community by hosting monthly meetings, educational presentations, and annual events for residents of Park Point and the greater Duluth community, providing a summer youth program, planting trees, and performing cleaning and landscaping duties at Lafayette Square.

WHEREAS, the City recognizes the Community Club’s efforts at Lafayette Square and desires to formalize the relationship between the City and the Community Club.

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

I. ADMINISTRATION.

For purposes of administering this Agreement, the City shall act through its Manager of Parks and Recreation or designee (the “Parks Manager”) and Community Club shall act through its President or designee.

II. TERM.

Notwithstanding the date of execution, this Agreement shall be deemed to commence on February 1, 2019, and shall expire at the end of the day on January 31, 2022, unless terminated earlier as set forth herein (the “Term”).

III. GRANT OF RIGHTS.

A. Outdoor Space.

1. Subject to the terms and conditions of this Agreement, the City grants to the Community Club the non-exclusive right to use the Outdoor Space, except for the Garden (defined below), during the council-approved hours of operation for Lafayette Square. The

Community Club acknowledges and understands that the Outdoor Space, except for the Garden, may also be used at any time by the general public.

2. A portion of the Outdoor Space contains a garden area more commonly known as the Lafayette Community Edible Garden (the “Garden”), which is depicted on Exhibit A. The Garden is used to grow produce that is intended to be consumed. The City grants to the Community Club the exclusive right to use the Garden for the growing and sharing of food through urban gardens so that the Community Club and members of the general public can have a place to grow fresh produce. The Community Club may not charge users, members, participants, visitors, etc. or otherwise monetize any usage of the Garden.

B. Lower Level of the Building.

Subject to the terms and conditions of this Agreement, the City grants to the Community Club the non-exclusive right to use the lower level of the Building for community-related purposes at no charge, including but not limited to, hosting monthly meetings and annual events for residents of Park Point and providing a summer youth program. The Community Club may not charge users, members, participants, visitors, etc. or otherwise monetize any usage of the lower level of the Building, except when such usage is connected with the Community Club’s summer youth program.

C. Upper Level of the Building.

Subject to the terms and conditions of this Agreement, the City grants to the Community Club the exclusive right to use the upper level of the Building, at no charge, up to 32 hours per month for community-related purposes. The rights granted under this paragraph shall be subject to the following further restrictions:

1. The Community Club’s use of the upper level of the Building must be during the council-approved hours of operation for Lafayette Square. The Community Club must schedule its reserved use of the upper level of the Building through the City’s online reservation system or through the City’s Recreation Specialist. The City shall have ultimate control of the scheduling of various users of the Building.

2. Subject to availability, the Community Club may reserve use of the upper level of the Building on a Monday, Tuesday, Wednesday or Thursday. Subject to availability, the Community Club may reserve use of the upper level of the Building on a Friday, Saturday or Sunday, but only if the reservation is made within two weeks of the requested date except as provided below. The Community Club may, two times during a twelve-month period, reserve use of the upper level of the Building on a Friday, Saturday or Sunday, but only if the reservation is made between 12 and 18 months in advance of the requested date.

3. Subject to the provisions of Section III.C.2. above, the Community Club may allow other non-profit organizations or community groups to use some or all of its reserved use of the upper level of the Building, but if so, the Community Club must still perform its required duties and responsibilities under Section V. If the Community Club allows other non-profit organizations or community groups to use some or all of its reserved use of the upper level of the Building, it may not charge for such usage or monetize the assignment in any way.

D. The Community Club shall provide adequate supervision of its summer youth program or other youth programming by a competent, trained and qualified adult representative of the Community Club.

E. The right of the Community Club to use Lafayette Square is subject to the Community Club's compliance with the undertakings, provisions, covenants, and conditions set forth in this Agreement.

F. The City makes no representations or warranties, either express or implied, that Lafayette Square is suitable for any specific uses. The Community Club accepts Lafayette Square 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 Lafayette Square, other than the maintenance obligations expressly set forth below.

G. The Community Club acknowledges and understands that Lafayette Square, including the Building, is a multi-use facility requiring the cooperation of all users and coordination of activities. This cooperation includes ingress and egress and use of amenities and related improvements. The Parks Manager shall ultimately determine the appropriate use of Lafayette Square and shall decide any disputes between the Community Club and any other users of Lafayette Square.

H. The Community Club acknowledges and understands that the uses and amenities and/or areas designated for certain uses or amenities at Lafayette Square are fluid and may change from time to time.

IV. USAGE FEES.

A. The City shall not charge the Community Club with a usage fee in relation to this Agreement. The consideration for this Agreement shall instead be the public benefit provided by the Community Club through the cleaning and maintenance of Lafayette Square (as described in Section V below) and the mutual promises set forth in this Agreement.

B. If the Community Club desires to use the upper level of the Building in addition to the reserved hours stated in Section III.C. above, then it shall pay the then-current hourly or daily rate for the reservation.

V. COMMUNITY CLUB'S RESPONSIBILITIES.

A. The Community Club shall provide janitorial services to the Building, including all of the indoor bathrooms, on an occasional basis. Additionally, the Community Club shall clean the kitchen, community room, and bathrooms within the upper level of the Building before and after its use of the Building. The Community Club shall stock or replace all paper and other supplies within the Building, *e.g.*, toilet paper, garbage bags, paper towels, etc. when the Community Club notices that these items need to be stocked or replaced, which supplies are provided by the City pursuant to Section VI.C. below.

B. The Community Club shall provide gardening and landscaping duties at Lafayette Square that are not provided by the City.

C. The Community Club shall remove all litter and other waste in Lafayette Square, including the Building, generated from its operations or use of Lafayette Square and properly dispose and recycle the same into the proper waste disposal and recycling containers provided by the City.

D. The Community Club shall notify the City of any concerns it receives from the community-at-large about Lafayette Square.

E. The Community Club shall maintain its own equipment in a safe and properly maintained manner at the Community Club's sole expense and prohibit the use of any unsafe or unmaintained equipment at the Community Club.

F. The Community Club is solely responsible for storage, theft, and/or vandalism of its personal property, equipment, tools, and machinery.

G. When using the Building and at such other times that the Community Club is able to provide assistance, the Community Club shall be responsible to remove snow, ice, and other debris from the sidewalks within Lafayette Square. The City may provide a snow blower for the Community Club's use in snow removal.

H. The Community Club shall direct all inquiries on reserved use of the Building or Lafayette Square to the City's Recreation Specialist. In advance of or upon execution of this Agreement, the Community Club shall also provide the City with a list of all reservations of the Building or Lafayette Square occurring on or after February 1, 2019.

I. The Community Club shall be responsible for any losses or damages whatsoever caused by the negligence or intentional acts of the Community Club, or its employees, agents, participants, volunteers, or invitees to Lafayette Square or to any personal property or fixtures of the City.

J. The Community Club shall follow all established City written and unwritten policies, procedures, and instructions regarding premises and/or building safety and security, including, but not limited to, securing exterior doors. The Community Club shall immediately report any safety or security issues or concerns to the City's Police Department and the City's Property and Facilities Manager (the "PFM Manager").

VI. CITY'S RESPONSIBILITIES.

A. The City shall, at its expense, provide the following utilities and services to Lafayette Square: electric, heating fuel, water, sewer, and garbage/recycling pick-up.

B. The City shall, at its expense, provide janitorial services to the Building, including all of the indoor bathrooms, on a weekly basis.

C. The City shall, at its expense, provide all items required for daily use and cleaning of the Building, including but not limited to, cleaning supplies, interior light bulbs, paper products, and plastic products (*e.g.*, garbage bags), and shall stock or replace all such paper or other supplies within the Building.

D. The City shall, at its expense, maintain the Building in a safe and reasonable state of repair, normal wear and tear excepted.

E. The City shall clean and maintain the bathrooms accessed from the exterior of the Building.

F. The City will plow the Lafayette Square parking lot and perform mowing and related grounds maintenance at Lafayette Square to the same level as provided at the time of execution of this Agreement. The City shall also be responsible to remove snow, ice, and other debris from the sidewalks within Lafayette Square in accordance with its Snow and Ice Control Policy, which policy depends on manpower and equipment availability.

G. The City may, at its discretion, undertake major repairs to the Building and/or fixtures. The City may undertake repairs requiring a licensed or skilled tradesperson. The Community Club may request that the City make such a repair, but the City shall have no obligation to undertake the requested repair.

H. The City shall be responsible for the management of all rentals of the Building, which duties include but are not limited to: scheduling all events, collecting associated fees, conducting tours of the Building, check out keys, marketing the facility, and community engagement. City agrees not to rent out the small conference room containing an inner office located in the upper level of the Building.

I. The City shall provide the Community Club with a list of upcoming rentals for the Building on a weekly basis that will show reserved use of the Building for the next month. The Community Club understands that this list will change from time to time as new rentals are added.

J. The City will support the Community Club's summer youth program in some manner throughout the Term. The City agrees to work with the Community Club to determine how the City can support the summer youth program. In the event that the Community Club does not provide a summer youth program, the City's obligation under this paragraph shall cease.

VII. TERMINATION OR EXPIRATION OF AGREEMENT.

A. Abandonment. The City may terminate this Agreement with thirty (30) days' written notice to the Community Club if the City determines that the Community Club has abandoned its use of Lafayette Square.

B. For Cause. The City may terminate this Agreement for the material breach by the Community Club of any provision of this Agreement if such breach is not cured to the satisfaction of the City within fourteen (14) days of delivery to the Community Club 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 the Community Club fails to cure the breach as required by the notice prior to the expiration of the fourteen (14) day notice, this Agreement shall automatically terminate.

C. Without Cause. Either party may terminate this Agreement without cause by providing at least ninety (90) calendar days' written notice to the other party.

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

E. Surrender Possession.

1. Upon termination or expiration of this Agreement, whichever occurs first, the Community Club shall surrender possession of Lafayette Square to the City in as good condition and state of repair as Lafayette Square was in at the time the Community Club took possession, normal wear and tear and damage from the elements excepted. The Community Club shall restore Lafayette Square to its original condition at the time of execution of this Agreement, normal wear and tear and damage from the elements excepted, or, upon demand, pay to the City the reasonable costs incurred by the City to restore Lafayette Square as required by this Agreement.

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

3. All personal property remaining at Lafayette Square upon expiration of the Term or fourteen (14) days after early termination, whichever occurs first, shall become exclusive property of the City, or, at the option of the City, Lafayette Square shall pay the City upon demand for any costs associated with disposal of said personal property.

VIII. ACCESS

A. The City, and/or its designees, shall have unlimited access to Lafayette Square during the Term. The Community Club shall not change the locks or otherwise prohibit or inhibit the City's access to any portion of Lafayette Square.

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

C. The Community Club is allowed a maximum of three keys for the Building. The Community Club shall not make copies of Lafayette Square's keys. All keys shall be promptly returned to the PFM Manager upon termination or expiration of this Agreement.

D. Notwithstanding anything contained herein, during such times when City-wide voting or elections are held, the Community Club shall make available those portions of Lafayette Square designated by the City Clerk for this propose. Generally, elections are held the second Tuesday in August and the first Tuesday of November. The City shall provide the Community Club with notice of any non-scheduled or Special Election. The Community Club

agrees that use of Lafayette Square by the City as a voting place takes precedence over any prior commitment the Community Club may have scheduled for such election dates. The Community Club shall not hinder, obstruct, or interfere in any way with the City's access or use of Lafayette Square for this purpose.

IX. INSURANCE.

A. During the Term, the Community Club shall have such insurance coverage as will protect the Community Club and the City against risk of loss or damage to Lafayette Square and against claims that may arise or result from the maintenance and use of Lafayette Square during the Term. The Community Club shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Commercial General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of \$1,500,000 for property damage liability. Insurance required in 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. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products - completed operations. Each year of the Term (or more frequently as reasonably requested by the City), the Community Club shall provide the City with Certificates of Insurance evidencing the insurance required by this Agreement. The insurance policies are subject to approval by the City Attorney, shall name the City as an additional insured and shall provide for at least 30 days' written notice to the City prior to the cancellation or modification of the policy. The Community Club shall provide copies of all insurance policies required by this Agreement within 10 days of the City's written request. Community Club is not responsible to provide property insurance for the Building.

B. The City reserves the right to require the Community Club to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

C. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the Community Club's interests and liabilities.

D. The City shall not be liable to the Community Club for any injury or damage resulting from any defect in the construction or condition of Lafayette Square nor for any damage that may result from the negligence of any other person whatsoever.

X. HOLD HARMLESS AND INDEMNIFICATION.

In the performance of its obligations under this Agreement or otherwise arising out of, related to or associated with the use or maintenance of Lafayette Square by the Community Club, the Community Club agrees to indemnify, save harmless, and defend the City and its officers, agents, servants, and employees from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or the Community Club, and including any and all damages to property to whomsoever belonging occurring in the performance of

Community Club's obligations under this Agreement or otherwise arising out of, related to or associated with the use or maintenance of Lafayette Square by the Community Club.

XI. 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 the Community Club or its members or employees as agents, representatives or employees 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.

B. The Community Club'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 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. The Community Club 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.

XII. RECORDS RETENTION.

The Community Club acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all of the Community Club's books, records, documents, and accounting procedures and practices related to the use and maintenance of Lafayette Square are subject to examination by the City and 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, the Community Club shall provide all requested books, records, documents, and accounting procedures and practices related to the use and maintenance of Lafayette Square. The Community Club shall maintain all of its records relating to this Agreement and Lafayette Square during the Term and for six (6) years after the termination or expiration of this Agreement.

XIII. GOVERNMENT DATA PRACTICES.

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

XIV. NOTICES.

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

City of Duluth
Attn: Parks and Recreation Manager
411 W. First Street, Ground Floor
Duluth, Minnesota 55802
(218) 730-4300

Park Point Community Club
Attn: _____

Duluth, Minnesota _____
(218) _____

XV. TAXES.

The Community Club shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of the Community Club's use of Lafayette Square, including real property and sales taxes, if applicable. It is further agreed that the City may pay the same on behalf of the Community Club and immediately collect the same from the Community Club. The Community Club 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. ALTERATIONS AND IMPROVEMENTS

A. The Community Club may, at its sole cost and expense, make suitable improvements or alterations to Lafayette Square only with the advance written approval of the PFM Manager, in his or her sole discretion. All such improvements and alterations shall become the property of the City. Prior to commencing any improvements or alterations, the Community Club shall submit to the City a Project Proposal Request along with detailed plans. A copy of the form of Project Proposal Request is attached to this Agreement as Exhibit B. The Project Proposal Request shall be submitted to the City at least sixty (60) 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 Codes.

B. Not less than thirty (30) days prior to commencement of construction of an alteration or improvement on Lafayette Square, the Community Club will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance is subject to approval by the City Attorney before the commencement of construction of the alteration or improvement.

XVII. COMPLIANCE WITH LAWS.

A. The Community Club shall make its activities and 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 Lafayette Square.

B. The Community Club shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on Lafayette Square.

C. The Community Club will (1) obey all laws, rules, and regulations applicable to its use of and maintenance of Lafayette Square, (2) use its best efforts to ensure that its members, employees and invitees so conform to such laws, rules, and regulations, and (3) procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement.

XVIII. ALCOHOL, TOBACCO, AND DRUG USE.

A. Alcohol may be sold only when the appropriate on-sale alcoholic beverage license has been obtained from the City prior to the event and all application, fee, and other requirements have been met.

B. The City reserves the right to prohibit certain groups, persons, and/or organizations from serving, selling, possessing, and/or consuming alcohol at Lafayette Square.

C. The City reserves the right to prohibit serving, selling, possessing, and/or consuming alcohol in specific rooms and/or portions of Lafayette Square.

D. There shall be no smoking or use of tobacco products or illegal drugs whatsoever at Lafayette Square or as otherwise prohibited by state or local laws.

XIX. INCIDENT REPORTS.

The Community Club shall promptly notify the City 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 Lafayette Square during the Term. Such incident shall be reported using the form of the Incident Report attached as Exhibit C.

XX. GENERAL TERMS AND CONDITIONS.

A. This Agreement, together with all of its terms, covenants, and conditions is made in the State of Minnesota and is to be interpreted in accordance with the laws of the State of Minnesota. 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.

B. The Community Club shall not assign or transfer any rights or obligations under this Agreement.

C. The waiver by the City or the Community Club of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

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

E. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person, 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.

F. This Agreement and its Exhibits are the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior written and oral negotiations, understandings or agreements between the parties relating to the subject matter hereof.

G. There are no representations, warranties or stipulations, either oral or written, not herein contained.

H. No amendments to this Agreement shall be binding unless such amendment is in writing and executed with the same formality and approvals as this Agreement. This Agreement may be amended only by a written instrument signed by both parties.

I. 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 the officers of the parties will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

J. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

[Remainder of this page is intentionally left blank.]

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

CITY OF DULUTH

PARK POINT COMMUNITY CLUB

By: _____
Mayor

By: _____

Printed Name: _____

Attest: _____
City Clerk

Its: _____

Dated: _____

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

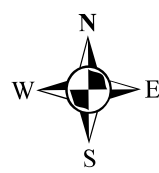
Exhibit A



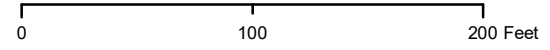
Printed Date: 9/7/2018

The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

The City of Duluth requires that this map/data not be redistributed to any party in whole or in part, including any derivative works of products generated by combining the data with other data, unless authorized by the City of Duluth GIS office.



- Lafayette Square
- Parking Lot
- Building
- Exterior Bathrooms
- Garden





**Public Administration Department
Parks and Recreation Division**

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



August 7, 2018

Dear Community Partner:

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

Each year there are numerous requests for projects on City property. To better respond to the requests, the City has developed a system that will result in better communications, tracking and processing of project proposals. It establishes Parks and Recreation as the City entity that will: (1) accept and review all submitted parks related Project Proposal Forms; (2) conduct an internal review to determine compatibility with all parks planning documents, industry best practices, and standards set by the Division, (3) pending preliminary approval by parks review staff, forward to appropriate city staff in other divisions, (4) if approved, facilitate the process to project completion. Once your project proposal request is received, staff will initiate the review process, with the intent to provide a response within sixty (60) days.

The intent of this process is to expedite decision making, properly evaluate proposals against existing plans, standards, and uses; clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. At any point in the process, Parks and Recreation can be contacted to respond to questions or concerns.

In past years, this process has seen a number of projects completed for the betterment of our community, including installation of park benches, playfield renovations and community beautification projects. Proposals may be submitted by individuals and community organizations, as well as City staff.

Please note that acquiring funds for a project through CDBG, a DNR grant, fundraising, donations or other means does not guarantee project acceptability. Any project on City property must also receive recommendation and approval by the appropriate City officials. It is strongly recommended that City approval should occur in advance of, or at least concurrent with, pursuing funding.

If you have any questions, please contact Jessica Schoonover at (218) 730-4325.

Sincerely,

A handwritten signature in cursive script that reads "William Roche".

William Roche
Parks and Recreation Manager
City of Duluth
411 W First Street
Duluth, MN 55802



Use this form to propose a City of Duluth improvement project on park property. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests. You or your organization will receive a response to the project proposal request within sixty (60) days of submission.

APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Park Location:

E-mail:

Primary Phone:

Secondary Phone:

IS YOUR PROJECT RELATED TO PUBLIC -ARTS- -MEMORIALS- -MONUMENTS- IF SO, YOUR PROPOSAL WILL BE SHARED WITH THE DULUTH PUBLIC ARTS COMMISSION FOR REVIEW.

PROJECT PROPOSAL

Use additional sheets if more space is needed.

PROJECT LOCATION

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

PROJECT DESCRIPTION

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

Attached Not Applicable

PROJECT JUSTIFICATION

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



PROJECT COST

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

POTENTIAL SOURCE OF FUNDING

Describe potential funding sources for the project.

NEIGHBOR SUPPORT

Does this project have the support of neighbors living nearby?

Yes No Uncertain Not Applicable

Comments:

ENERGY USE

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

Yes No Uncertain Not Applicable

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

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

ADDITIONAL CONSIDERATIONS

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

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

COMMENT (A):

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

COMMENT (B):



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

COMMENT (C):

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

COMMENT (D):

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

COMMENT (E):

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

COMMENT (F):

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

COMMENT (G):

SUBMIT COMPLETED FORMS to:

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

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.

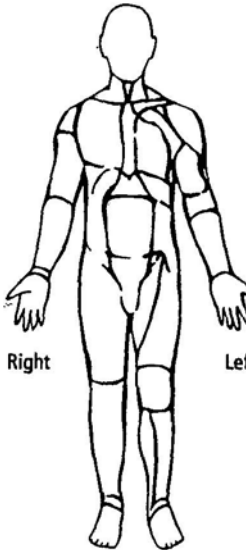
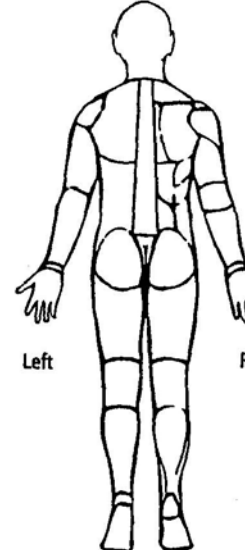
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury 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> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Front</p>  <p>Right Left</p> </div> <div style="text-align: center;"> <p>Back</p>  <p>Left Right</p> </div> </div>
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COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE			
<p><u>For vehicle accidents:</u> 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:		
<u>Weather conditions:</u>	<u>Roadway conditions:</u>	<u>Light conditions:</u>	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: _____