

**USE AGREEMENT WITH
DULUTH GIRLS FASTPITCH LEAGUE FOR
HELMER CARLSON (BASSWOOD) FIELDS
AND PIEDMONT FIELD**

THIS USE 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 Girls Fastpitch League, a Minnesota nonprofit corporation (“User Group”).

WHEREAS, the City is the owner of baseball/softball fields located in the City at the following locations: (a) 33 West Mulberry Street, which are depicted on the attached Exhibit A-1 (the “Helmer Carlson Fields - North and South”), and (b) 2302 West 23rd Street, which is depicted on the attached Exhibit A-2 (the “Piedmont Field”).

WHEREAS, User Group desires to use the Helmer Carlson Fields and the Piedmont Field for its youth softball program and associated program activities (the “Softball Program”).

WHEREAS, it is the desire of the City to coordinate and allow the cooperative use of the Fields (defined below) by as many groups as possible.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the City and User Group agree as follows:

1. ADMINISTRATION.

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

2. GRANT OF RIGHTS.

a. Subject to the terms and conditions of this Agreement, the City grants to User Group: (i) the non-exclusive right to use the Helmer Carlson Fields, as outlined in red on Exhibit A-1, together with dugouts and bleachers/stands; and (ii) the exclusive right to use the green storage shed at the Helmer Carlson Fields. The remaining references in this Agreement to the “Helmer Carlson Fields” shall include the dugouts, bleachers/stands, and the green storage shed.

b. Subject to the terms and conditions of this Agreement, the City grants to User Group (i) the non-exclusive right to use the Piedmont Field, as outlined in red on Exhibit A-2, together with the dugouts and bleachers/stands; and (ii) the exclusive right to use the white storage shed at the Piedmont Field. The remaining references in this Agreement to the “Piedmont Field” shall include the dugouts and the white storage shed. The Helmer Carlson Fields and the Piedmont Field are referred to collectively in this Agreement as the “Fields.”

c. The City makes no representations or warranties, either express or implied, that the Fields are suitable for any specific uses. User Group accepts the Fields 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 Fields.

d. User Group acknowledges and understands that the Fields lie within public property, and the cooperation of all users and coordination of activities is required. This cooperation includes ingress and egress and use of amenities and related improvements. The Manager shall ultimately determine the appropriate use of the Fields and shall decide any disputes between User Group and any other users of the Fields.

3. USE AND MAINTENANCE OF FIELDS.

a. User Group may only use the Fields for the Softball Program. User Group's right to use and occupy the Fields is specifically conditioned upon User Group's continuation of the Softball Program throughout the Term (defined below). Use of the Fields for any other activities without the prior written approval of the Manager shall be grounds for immediate termination of this Agreement.

b. User Group shall work with other user groups and the City's Recreation Specialist (the "Recreation Specialist") to ensure optimum use of the Fields. The City shall have ultimate control of the scheduling of various users of the Fields. User Group will use the Fields only in conformance with the schedule contained in Section 5 of this Agreement. The Fields shall be open and available for use by the general public when not in use by User Group or other scheduled user groups. User Group acknowledges and understands that at any time that it is not actually occupying the Fields for the Softball Program, the Fields may be used by the public or by other user groups.

c. User Group shall provide adequate supervision of the Softball Program, program participants and spectators by a competent, trained and qualified adult representative of User Group.

d. User Group shall perform general ball field and lawn care maintenance duties of the Fields, including but not limited to at a minimum – raking (once a week), mowing (once a week), trimming around fences/all areas (once every other week), fertilizing (once a season) and weed removal (once a season) during the period of May 1 to July 31 of each year of the Term (the "Playing Season"). If the City provides User Group with black dirt (which the City may do from time to time in its sole discretion) during the Playing Season, User Group shall use the black dirt to fill depressions and level out the outfields of the Fields. In the event the City does not provide the User Group with black dirt, the User Group may, at its own cost and discretion, obtain black dirt to fill depressions and level out the outfields of the Fields only after obtain written approval from the City as to: (1) the quality of the black dirt; and (2) the process for application of the black dirt. User Group shall not use any chemicals on the Fields, except chemicals approved in advance by the City's Property and Facilities Manager or their designee. If User Group is approved by the City to use herbicide on the Fields, the herbicide must be applied by a Minnesota Dept. of Agriculture licensed pesticide applicator.

e. User Group shall prepare the baseball/softball fields at the Fields for practice and games, including infield dragging, outfield edging, chalking, and ag-lime application. As needed, user Group may add material to the base of the backstops (area behind home plate).

f. User Group shall maintain all of its equipment in a safe and lawful manner at User Group's sole expense. User Group shall prohibit the use of any unsafe, illegal, or otherwise deficient equipment on the Fields during its use of the Fields.

g. User Group is solely responsible for storage of all of its personal property and shall bear the risk of loss due to theft, vandalism or other damage to its personal property or the Fields.

h. User Group shall follow best practices to appropriately utilize the Fields and, in particular, will use its best efforts to minimize or eliminate to the extent practical any damage to the Fields. User Group shall be responsible for any damage caused by or resulting from use of the Fields by User Group or by visiting teams not a part of User Group during User Group's use of the Fields.

i. User Group shall ensure that the Fields are kept clean and in an orderly condition and shall pick up all paper, garbage, and other debris generated from the Softball Program. User Group shall be responsible to provide appropriate receptacles for the Softball Program and arrange for proper disposal of garbage and other debris generated by the Softball Program.

j. User Group shall provide, at User Group's sole expense, a sufficient number of portable toilets at the Fields for User Group's Softball Program during the Playing Season.

k. User Group shall promptly notify the City in writing of any incident of injury or loss or damage to the Fields or to any User Group participants or invitees occurring within the Fields during User Group's use of the Fields. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster, using the City's form of Incident Report, a copy of which is attached as Exhibit B.

l. User Group shall prohibit the use of alcohol, controlled substances and tobacco products at the Fields during its use of the Fields.

m. User Group shall make the Softball Program 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 User Group's use of the Fields.

n. User Group's maintenance of the Fields shall occur between April 1 and August 15 of each year of the Term. Maintenance may occur outside of the days and times listed in Section 5(c) below, however, the performance of maintenance by User Group shall not unreasonably interfere with the use of the Fields by the public or other user groups.

o. No later than January 15 of each year of the Term, User Group shall provide City with a written list of materials, supplies and maintenance requests as to that year of the Term (the "Annual Request"). These requests are not guaranteed.

p. User group is required to provide end of season reporting to the City's Recreation Specialist, which are depicted in Exhibit D.

4. CITY RESPONSIBILITIES.

a. The City shall review the Annual Request each year, and provide User Group with a written response by March 31 each year as to which, if any, requests will be fulfilled by City. Failure to respond to the Annual Request will not obligate City to fulfill any portion of the Annual Request.

b. If budget allows (in City's sole discretion) and upon request, provide ag-time for the Fields. City cannot guarantee that ag-time will be available and, if available, cannot guarantee a specific quantity.

c. Upon request and in City's sole discretion, City will provide top soil, mulch, seed, gravel aggregates, and fertilizer for the Fields to help improve the aesthetic and functional aspects of the Fields. City cannot guarantee that the foregoing materials will be available and, if available, cannot guarantee a specific quantity.

5. USAGE FEE AND USE LIMITS.

a. The City shall not charge User Group a usage fee in relation to this Agreement. The consideration for this Agreement is the public benefit provided by User Group through the operation of the Softball Program User Group's maintenance of the Fields and the mutual promises set forth in the Agreement.

b. In case of inclement weather, User Group may not use or occupy the Fields. The City shall have final authority to determine inclement weather requiring closure of the Fields. This includes storms, wet soil, snow/frost, etc.

c. Notwithstanding the Term, User Group's use of the Fields during each year of the Term thereafter User Group's use of the Fields shall be limited to the day between May 1 and July 31 and shall subject to the following further restrictions:

i. Helmer Carlson Fields: with advanced reservations confirmed with the City's Recreation Specialist (the "Recreation Specialist"), User Group may use the Helmer Carlson Fields Monday through Friday between the hours of 4:00 p.m. and 9:00 p.m., Saturdays between the hours of 9:00 a.m. and 1:00 p.m., and Sundays between the hours of 1:00 p.m. and 9:00 p.m. Note: North Field – user group has first rights to schedule, once set City reserves right to schedule other groups.

ii. Piedmont Field: with advanced reservations confirmed with the Recreation Specialist, User Group may use the Piedmont Field Sunday through Friday between the hours of 4:00 p.m. and 9:00 p.m.

iii. All use of the Fields by User Group must be confirmed with a reservation approved by the Recreation Specialist. Prior to the beginning of the Playing Season of any year of the Term, the City may modify the schedule set forth above as it deems appropriate or necessary, including reducing or increasing the times or dates when User Group will be entitled to use the Fields during that year of the Term. However, once the Playing Season begins during each year of the Term, the schedule for the Playing Season during that year of the Term shall not be reduced.

6. TERM.

a. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on March 1, 2024 and expire on March 1, 2027, unless sooner terminated as provided for herein (the “Term”).

7. TERMINATION.

a. WITHOUT CAUSE. The City may terminate this Agreement without cause by providing at least thirty (30) calendar days’ written notice to User Group.

b. FOR CAUSE. The City may terminate this Agreement for the material breach by User Group of any provision of this Agreement if such breach is not cured to the satisfaction of the City within seven days of delivery of a written notice by the City (or such longer time as specified in the notice). The notice shall identify the breach and the actions necessary to remedy the breach. If User Group fails to cure the breach as required by the notice prior to the expiration of the time period set forth in the notice, this Agreement shall automatically terminate.

c. IMMEDIATELY BY CITY. The City may terminate this Agreement immediately on notice to User Group if the City believes in good faith that the health, welfare, or safety of the Fields, its occupants, or neighbors would be placed in immediate jeopardy by the continuation of the Softball Program.

d. SURRENDER POSSESSION. Upon termination of this Agreement, User Group shall surrender possession of the Fields to the City in as good condition and state of repair as the Fields were in at the time User Group took possession, normal wear and tear and damage from the elements expected.

8. INSURANCE.

a. During the Term, User Group shall have such coverage as will protect User Group and the City against risk of loss or damage to the Fields and against claims that may arise or result from the maintenance and use of the Fields by User Group during the Term. User Group shall procure and maintain continuously in force Public Liability Insurance written on an “occurrence” basis under a Comprehensive 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, and contractual liability covering the indemnity obligations set forth herein. Each year of the Term (or more frequently as reasonably requested by the City), User Group shall provide the City with Certificates of Insurance evidencing the insurance required by this Agreement. The insurance policies shall be in a form acceptable to 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 of the policy. User Group shall provide certified copies of all insurance policies required by this Agreement within 10 days of the City's written request.

b. The City reserves the right to require User Group 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 User Group's interests and liabilities.

d. The City shall not be liable to User Group for any injury or damage resulting from any defect in the construction or condition of the Fields, nor for any damage that may result from the negligence of any other person whatsoever.

9. HOLD HARMLESS AND INDEMNIFICATION.

a. In the performance of its obligations under this Agreement or otherwise arising out of, related to or associated with the use and maintenance of the Fields by User Group, User Group 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 User Group and its invitees, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of User Group occurring in the performance of User Group's obligations under this Agreement or otherwise arising out of, related to or is associated with the use or maintenance of the Fields by User Group.

b. User Group will indemnify the City for any damage to any City property at the Fields caused by User Group, its agents, volunteers, employees, and invitees.

10. 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 User Group 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. User Group'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 related to User Group's use of the Fields for its Softball Program, 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 related to User Group's use of the Fields for its Softball Program shall in no way be the responsibility of the City. User Group 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 the City.

11. RECORDS RETENTION.

a. User Group acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all User Group books, records, documents, and accounting procedures and practices related to User Group's use and maintenance of the Fields 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, User Group shall provide all requested books, records, documents, and accounting procedures and practices related to User Group's use and maintenance of the Fields. User Group shall maintain all of its records relating to this Agreement and the Fields during the Term and for six (6) years after the termination or expiration of this Agreement.

12. GOVERNMENT DATA PRACTICES.

a. User Group 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 User Group 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 User Group. If User Group receives a request to release the data referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, User Group must immediately notify the City and consult with the City as to how User Group should respond to the request. User Group agrees to hold the City, its officers, and employees harmless from any claims resulting from User Group's unlawful disclosure or use of data protected under state and federal laws.

13. NOTICES.

a. Unless otherwise provided herein, notice to the City or User Group 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

Duluth Girls Fastpitch League
Attn: Gerry Sjerven
4402 Ostego St.
Duluth, Minnesota 55804
(218) 341-1880

14. CITY ACCESS.

a. User Group shall permit the City, and its designees, to access and inspect the Fields at any time. User Group shall not change any locks or otherwise prohibit or inhibit the City's access to any portion of the Fields.

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

c. User Group shall not make copies of any keys associated with the Fields. All keys shall be promptly returned to the City upon termination or expiration of this Agreement. If any keys are not returned promptly, the City may rekey applicable locks and collect payment from User Group for the City's employee time and/or costs associated with rekeying.

15. TAXES.

a. User Group shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of User Group's use of the Fields, including real property and sales taxes, if applicable. It is further agreed that the City may pay the same on behalf of User Group and immediately collect the same from User Group, or reduce any amount owed User Group by the City pursuant to this Agreement or any other agreement. User Group shall collect and/or pay any sales and use taxes that arise because of, or out of, User Group's use of the Fields that are imposed by any governmental entity entitled to impose such taxes on or before the date they are due and shall file all required reports and forms in proper form related thereto on or before their due date.

16. ALTERATIONS AND IMPROVEMENTS.

a. User Group may, at its sole cost and expense, make suitable improvements or alterations to the Fields only with the advance written approval of the Manager. All such improvements and alterations shall become the property of the City. Prior to commencing any

improvements or alterations, User Group shall submit to the City a Project Proposal Request along with detailed plans, using the City's form of Project Proposal Request, a copy of which is attached as Exhibit C. 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 all applicable regulations, codes and laws.

b. Not less than thirty (30) days prior to commencement of construction of an alteration or improvement on the Fields, User Group must provide the City with sufficient proof of required insurance, including worker's compensation, in a form acceptable to the City Attorney.

17. GENERAL TERMS AND CONDITIONS.

a. User Group shall (i) obey all laws, rules, and regulations applicable to its use of or occupancy of the Fields, (ii) use its best efforts to ensure that its players, coaches, employees and invitees so conform to such laws, rules, and regulations, and (iii) procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement.

b. 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.

c. User Group shall not assign or transfer any rights or obligations under this Agreement.

d. The waiver by the City or User Group 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.

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

f. 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 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.

g. 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.

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

i. 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.

j. 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.

[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

DULUTH GIRLS FASTPITCH LEAGUE

By: _____
Mayor

By: _____

Printed Name: _____

Attest: _____
City Clerk

Its: _____

Dated: _____

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney



EXHIBIT A-1


Printed Date: 6/19/2020

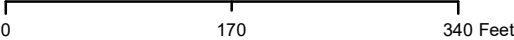
The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used 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.



Duluth Girl's Fast Pitch

 Duluth Heights Boundary





Printed Date: 7/29/2020

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.

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Duluth Girls Fast Pitch

 Piedmont Community Recreation Center

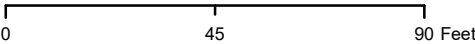


EXHIBIT B

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:		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

CAUSE

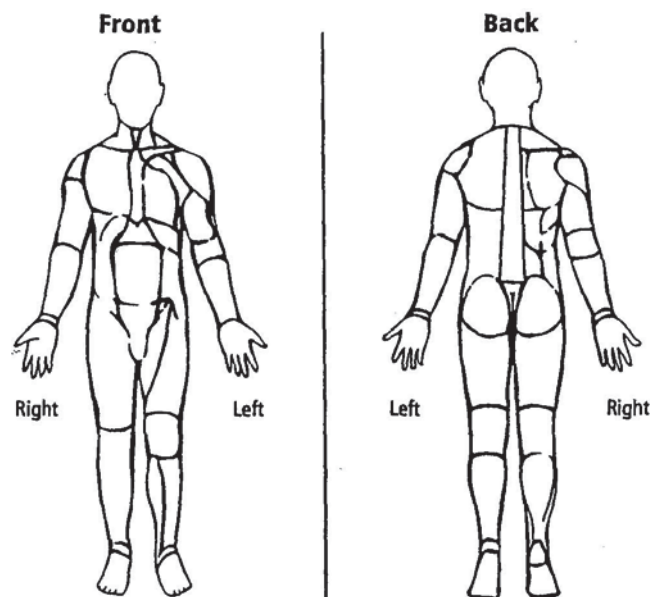
- ☐ Slip and fall
☐ Struck by equipment
☐ Lifting or moving
☐ Caught (in, on, or between)
☐ Needle puncture
☐ Object in eye (☐ Right ☐ Left)
☐ Repetitive/overuse
☐ Other (specify): _____

TYPE OF INJURY

- ☐ Scrape/bruise
☐ Sprain/strain
☐ Puncture wound
☐ Cut/laceration
☐ Concussion
☐ Bite
☐ Chemical burn/rash/breathing difficulties
☐ No apparent injury
☐ Other (specify): _____

MARK AREAS OF INJURY BELOW:

Areas can be marked by typing an "X" in the text box wherever needed.

**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: _____ ☐ a.m. ☐ p.m.Police called: ☐ Yes ☐ 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:

☐ Driver ☐ Passenger ☐ Other

Owner address:

Owner phone number:

Vehicle license #:

Make/Model:

Color:

Year:

Describe damage:

Weather conditions:

- ☐ Clear ☐ Wind
☐ Rain ☐ Cloudy
☐ Fog ☐ Sleet
☐ Snow

Roadway conditions:

- ☐ Dry ☐ Mud
☐ Wet ☐ Paved
☐ Snow ☐ Unpaved
☐ Ice

Light conditions:

- ☐ Night
☐ Day
☐ Good
☐ Poor

Approximate temperature: _____ °F

Estimated speed: _____ mph

Vehicle: ☐ Loaded ☐ Empty

What was load: _____

Drug and/or alcohol test? ☐ Yes ☐ No ☐ 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: _____



Parks & Recreation

Ground Floor
411 West First Street
Duluth, Minnesota 55802



218-730-4300



parks@duluthmn.gov

July 1, 2022

Dear Community Partner:

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

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

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

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

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

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

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

Jessica Peterson
Parks and Recreation Manager



PROJECT PROPOSAL APPLICATION FORM

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

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

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

APPLICANT CONTACT INFORMATION - REQUIRED

Date of Application

Name

Organization

Email

Phone

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

Proposed Project Name

Proposed Project Location

PROJECT PROPOSAL FORM - APPLICATION QUESTIONS

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

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

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

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

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

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

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

For Temporary Art Installations:

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

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

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

Additional Information:



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
02/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RPS Bollinger 200 Jefferson Park Whippany, NJ 07981 PHONE: 1-800-446-5311 FAX: 973-921-8474	CONTACT NAME: PHONE (A/C, No. Ext): 800-446-5311 FAX (A/C, No.): 973-921-8474 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="787 472 1266 504">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1266 472 1464 504">NAIC #</th> </tr> <tr> <td data-bbox="787 504 1266 535">INSURER A: Markel Insurance Company</td> <td data-bbox="1266 504 1464 535">38970</td> </tr> <tr> <td data-bbox="787 535 1266 567">INSURER B:</td> <td data-bbox="1266 535 1464 567"></td> </tr> <tr> <td data-bbox="787 567 1266 598">INSURER C:</td> <td data-bbox="1266 567 1464 598"></td> </tr> <tr> <td data-bbox="787 598 1266 630">INSURER D:</td> <td data-bbox="1266 598 1464 630"></td> </tr> <tr> <td data-bbox="787 630 1266 661">INSURER E:</td> <td data-bbox="1266 630 1464 661"></td> </tr> <tr> <td data-bbox="787 661 1266 703">INSURER F:</td> <td data-bbox="1266 661 1464 703"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Markel Insurance Company	38970	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															
INSURED USA Softball and Members of USA Softball of Minnesota Indiv Reg Program Dan Pfeffer 877 Meander Court Medina, MN 55340															

COVERAGES

POLICY CHANGE NUMBER: IRO202169576

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participants Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X		3802AH230069 *Non-participants only	1/1/2021	9/1/2021	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$10,000*</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$5,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000*	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$5,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$		
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table border="1"> <tr> <td></td> <td>PER STATUTE</td> <td>OTHER</td> <td>\$</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td>\$</td></tr> </table>		PER STATUTE	OTHER	\$	E.L. EACH ACCIDENT			\$	E.L. DISEASE - EA EMPLOYEE			\$	E.L. DISEASE - POLICY LIMIT			\$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COVERAGE UNDER THIS POLICY SHALL APPLY TO LIABILITY OF THE INSURED ARISING OUT OF THE ADMINISTRATION, PLAY OR PRACTICE OF AMATEUR SOFTBALL/BASEBALL, BUT ONLY FOR INCIDENTS INVOLVING BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. THIS CERTIFICATE IS ISSUED ON BEHALF OF: DULUTH GIRLS FASTPITCH

CERTIFICATE HOLDER

 City of Duluth
 Duluth Girls Fastpitch
 411 W 1st St
 Duluth, MN 55802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



City of Duluth

411 West First Street
Duluth, Minnesota
55802

Certified Copy

Resolution: 21-0524R

File Number: 21-0524R

RESOLUTION AUTHORIZING A THREE-YEAR NON-EXCLUSIVE USE AGREEMENT WITH DULUTH GIRLS FASTPITCH LEAGUE FOR THE USE OF THE HELMER CARLSON FIELDS AND PIEDMONT FIELD.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a three-year non-exclusive use agreement, substantially in the form attached as Exhibit 1, with Duluth Girls Fastpitch League for use of the Helmer Carlson Fields and Piedmont Field for its youth softball program.

This Resolution was adopted unanimously.

I, Chelsea Helmer, City Clerk of the City of Duluth, Minnesota, do hereby certify that I have compared the foregoing passed by the city council on 7/19/2021, with the original approved and that the same is a true and correct transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth.

DocuSigned by:

7A24D1125583459...

7/30/2021

DocuSigned by:

Date Certified





Parks & Recreation

Ground Floor
411 West First Street
Duluth, Minnesota 55802



218-730-4300



parks@duluthmn.gov

YEAR-END NUMBERS AND REPORT 2023

Total Number of Participants

Total Volunteer Hours

How did the season go (highlights, etc.)?

What are your future plans (facility improvements, organization, etc.)?

Anything else you would like to include?