

EXHIBIT 1

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”) is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (“City”) and COMPANIES TO CLASSROOMS, DULUTH, a Minnesota nonprofit corporation (“CTC”).

The parties acknowledge the following:

A. City owns a building located at 901 East 11th Street in Duluth, Minnesota commonly known as and referred to in this Agreement as the “Grant Recreation Center.” The Grant Recreation Center is outlined on the attached Exhibit A.

B. Grant Recreation Center is located on land owned by Independent School District No. 709, a Minnesota public corporation and political subdivision (“ISD 709”).

C. City no longer maintains or uses Grant Recreation Center.

D. CTC’s mission (its “Mission”) is to support students and teachers by providing educational supplies free of charge through the operation of a store stocked with excess supplies and inventories donated by local businesses, organizations and individuals. CTC desires to use Grant Recreation Center for the advancement of its Mission and related services to the Duluth community (the “Services”), with the requirement that CTC will be responsible for all use and maintenance costs.

E. CTC has utilized the Grant Recreation Center pursuant to a License Agreement between City and CTC that commenced on or about October 11, 2021 (City Contract No. 24204) (the “Existing Agreement”). By its terms, the Existing Agreement will expire on September 30, 2024.

F. City and CTC desire to enter into this Agreement to allow for CTC’s continued use of Grant Recreation Center to perform the Services.

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:

A. THE LICENSE.

1. As of the Effective Date (defined below), the Existing Agreement will automatically terminate.

2. Subject to the terms and conditions set forth herein, City grants to CTC a revocable, exclusive license to use Grant Recreation Center (sometimes referred to in this Agreement as the “Licensed Premises”) for the provision of the Services.

3. CTC may use the Licensed Premises only for the express purpose permitted by this Agreement and for no other purpose.

4. CTC acknowledges that Grant Recreation Center is located on land owned by ISD 709 and CTC's use is subject to the rights of ISD 709 as fee owner of the land on which the Licensed Premises are located.

5. CTC's right to use the Licensed Premises does not include the right to use water from outlets located on the outside of the Grant Recreation Center unless it receives prior approval from City. CTC acknowledges that City reserves the right to control access to water from outlets located on the outside of the Grant Recreation Center, including the right to allow third parties to access the water.

B. TERM OF THE AGREEMENT. Notwithstanding the date of execution of this Agreement, this Agreement shall commence on September 1, 2024 (the "Effective Date"), and shall continue through August 31, 2027, unless earlier terminated (the "Term").

C. TERMINATION.

1. City may unilaterally terminate or suspend this Agreement immediately if City determines CTC has or is violating any term of this Agreement. City shall provide CTC with written notice of such violation and CTC shall have fourteen (14) days (or such longer period stated in the written notice) within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied to the satisfaction of City within fourteen (14) days (or such longer period stated in the written notice), then City may terminate this Agreement immediately by serving written notice to CTC. In the event of a violation of this Agreement by CTC, City, in addition to other rights or remedies it may have, shall have the immediate right of reentry to the Licensed Premises, and may remove all persons and property from the Licensed Premises. City may, in addition to any other remedy it may have, recover from CTC all damages incurred by reason of any violation of this Agreement, including the cost of recovering the Licensed Premises and for attorney's fees.

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

3. City may terminate this Agreement immediately on written notice to CTC if City believes in good faith that the health, welfare, or safety of the Licensed Premises, or occupants, users or neighbors would be placed in immediate jeopardy by CTC's continued use of the Licensed Premises. In the event of an immediate termination, CTC shall have fifteen (15) days to remove its personal property and fixtures from the Licensed Premises.

4. At the termination of this Agreement for any reason CTC shall restore the Licensed Premises to its original condition at the time CTC took possession of the

Licensed Premises, or better, and remove all equipment or property, or, upon demand, pay to City the reasonable costs incurred by City to repair any damage and/or remove all equipment or property from the Licensed Premises owned or installed by CTC, its employees, servants, agents, contractors, invitees, tenants and licensees.

5. At the termination of this Agreement for any reason, City shall not be responsible for any of CTC's costs or expenses, including but not limited to costs associated with the removal or relocation of CTC's personal property and equipment.

D. LICENSE FEE. City shall not charge CTC a license fee for this Agreement. The parties acknowledge that the public benefit of the Services and CTC's repair and maintenance of the Licensed Premises is adequate consideration.

E. KEYS AND ACCESS TO BUILDING.

1. City, and/or its designees, shall have reasonable access to the Licensed Premises. CTC shall not change the locks or otherwise prohibit or inhibit City's access to any portion of the Licensed Premises.

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

3. City shall provide CTC with keys and/or access cards to the Licensed Premises. CTC shall not make copies of any keys or access cards for the Licensed Premises. All keys and access cards shall be promptly returned to the PFM Manager upon termination or expiration of this Agreement.

F. CITY WARRANTY. City makes no representation that the Licensed Premises are suitable for any particular purpose or specific uses and CTC accepts the Licensed Premises in "as is" condition without representations or warranties of any kind.

G. CTC'S RESPONSIBILITIES. CTC shall, at its own expense, be solely responsible for the following:

1. Clean, repair and maintain the Licensed Premises in a clean, safe and reasonable state of repair, normal wear and tear excepted. CTC shall not make any alterations or improvements to the Licensed Premises without the prior written consent of City and then only upon the terms and conditions which may be imposed by City.

2. Provide all items required for daily use and cleaning of the Licensed Premises, including but not limited to, cleaning supplies, interior light bulbs, paper products, and plastic products (e.g., garbage bags).

3. Contract and pay for all utilities for Grant Recreation Center, including electric, heating fuel, and garbage/recycling pick-up, but excepting water and sewage. CTC shall remove and properly dispose of all litter and other waste. CTC shall comply with the recycling requirements established by City, which are subject to unilateral change by City during the Term.

4. Promptly notify City of any major repair work needed at the Licensed Premises and immediately take actions to maintain the public safety, avoid injury to persons and limit damage to the Licensed Premises, including but not limited to plugged toilet, bed bugs or roaches, property damage, major accident or death, flooding or leaking (water, gas, etc.), environmental crisis (pollutants, electrical lines down, gas leak, chemical release, flooding, or other serious issues), and any property/physical building emergencies not otherwise listed. CTC acknowledges that City (i) does not intend to undertake any repairs or equipment replacement or repairs at the Licensed Premises; and (ii) intends to close the Licensed Premises and terminate this Agreement in the event major repairs or equipment replacement at the Licensed Premises are necessary and are not undertaken by CTC.

5. Remove snow and ice and provide anti-slip treatment on all sidewalks and pathways servicing Grant Recreation Center.

6. When offering the Services, ensure that the Licensed Premises will be properly supervised and overseen by employees or agents of CTC with sufficient empowerment and decision-making authority to act on behalf of CTC.

7. Procure and maintain all licenses and permits necessary for carrying out the provisions of this Agreement.

8. Maintain CTC's equipment, if any, in a safe, legal, and properly maintained manner. CTC shall prohibit the use of any unsafe, illegal, or deficient equipment on the Licensed Premises.

9. Be solely responsible for any losses or damages caused by CTC, including its employees, agents, volunteers, or program participants, to the Licensed Premises, or to any personal property owned by City. CTC shall pay to City upon demand the reasonable costs incurred by City to repair any damage done to the Licensed Premises by CTC, its employees, servants, agents, contractors, invitees, and licensees.

10. Be solely responsible for storage, theft, and/or vandalism of the Licensed Premises and CTC's personal property, equipment, tools, and machinery.

11. Follow all established written and unwritten policies, procedures, and instructions of City regarding the safety and security of the Licensed Premises, including, but not limited to, securing exterior doors and windows. When leaving the Licensed Premises, ensure that all doors are closed and locked and lights should be turned off.

CTC shall immediately report any safety or security issues or concerns to City's Police Department and the PFM Manager.

12. Maintain the thermostat setting at a reasonable level to conserve energy. CTC acknowledges that only one of the two furnaces in the Licensed Premises is working properly and, if the second furnace is necessary to heat the Licensed Premises (to be determined by CTC), CTC shall be responsible for repairing it at CTC's sole expense.

13. Notify City in writing of any incident of injury or loss or damage to the property of City or any of CTC's participants or invitees occurring within the Licensed Premises. Such written report shall be in a form acceptable to City's Claims Investigator and Adjuster. A copy of City's current form of Incident Report is attached as Exhibit B.

14. CTC may rent out any portion of the Licensed Premises to private groups, clubs or parties and may, at its discretion, charge a rental fee and collect a deposit. The rental fee and deposit shall be comparable to rental prices charged under similar circumstances. A schedule of rental fees shall be created by CTC and submitted to City's Manager of Parks and Recreation (the "Parks Manager") for approval prior to becoming effective, which approval shall not be unreasonably withheld or delayed. CTC shall have the right to retain all rental fees, and the fees and deposits collected shall be separately managed and/or accounted for by CTC in order to identify funds received or expended in the operation and maintenance of the Licensed Premises. Such accounting details shall be provided to City upon request. All rentals of the Licensed Premises shall be documented by a written rental agreement, which form of rental agreement shall be subject to the approval of the City Attorney prior to its use by CTC. If CTC rents out the Licensed Premises, it shall maintain a master calendar (the "Master Calendar") of all of the rentals. The Master Calendar shall be provided to the Parks Manager upon request. CTC shall be responsible to manage, oversee, and supervise rentals of the Licensed Premises and ensure that use of the Licensed Premises complies with all rules and laws.

15. In accordance with City's standard billing practices, CTC shall pay to City a monthly fee of \$85 for water and sewage service to the Licensed Premises. CTC may utilize water provided through outlets located inside the Grant Recreation Center, however, CTC may not use water from outlets located outside the Grant Recreation Center without prior approval from City.

H. CITY RESPONSIBILITIES.

1. Subject to CTC's obligation to pay a monthly fee to City for water and sewage pursuant to paragraph G.15. above, City will contract and pay for the following services and utilities to the Licensed Premises: water and sewage. City shall bill CTC for water and sewage service to the Licensed Premises in the amount of \$85 per month during the Term according to its standard billing practices.

2. City does not intend and is not obligated to undertake any repairs or equipment replacement at the Licensed Premises. City shall not be responsible for the

security of the Licensed Premises or any damage to CTC's property due to vandalism, lack of maintenance to the Licenses Premises, or any other cause.

I. HOLD HARMLESS. To the fullest extent permitted by law, CTC shall defend, indemnify, and hold 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 CTC or that of its agents, employees, invitees or contractors, or of CTC'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 City in all matters where claims of liability against City are alleged to be or could be found to arise out of acts or omissions of CTC, or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of CTC, or arise out of or relate to CTC's negligent, intentional, or wrongful acts or omissions, including breach of any duty in this Agreement by CTC. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. On ten days' written notice from City, CTC will appear and defend all lawsuits against City growing out of such injuries or damages using counsel acceptable to City. This section shall survive the termination of this Agreement for any reason. CTC shall not have the obligation to indemnify City for City's intentional, willful or wanton acts. CTC shall indemnify City for any damage to the Licensed Premises or any of City's property caused by CTC, its employees, agents, volunteers, participants, users or invitees.

J. INSURANCE.

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

2. City shall always be named as an Additional Insured under the Commercial General Liability Policy. CTC shall provide 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 City during the Term. City reserves the right to require CTC 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.

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

K. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting CTC or CTC personnel as an agent, representative, or employee of City for any purpose or in any manner whatsoever. CTC and its employees shall not be considered employees of City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of CTC's employees or agents while so engaged, shall in no way be the responsibility of City.

L. ASSIGNMENT. CTC shall not in any way assign or transfer its rights or interests under this Agreement or subcontract with any other party without the prior written consent of City.

M. LAWS, RULES AND REGULATIONS. CTC shall conduct its activities related to this Agreement in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth, including, but not limited to, all laws, rules, and regulations relating to accessibility standards under the Americans with Disabilities Act. CTC shall not unlawfully discriminate and shall comply with all applicable federal and state laws regarding non-discrimination. CTC shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed at the Licensed Premises.

N. WAIVER. The waiver by City or CTC of any breach of any term, covenant, or condition herein contained, shall not be deemed a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

O. 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 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.

P. NOTICES. Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to Companies to Classrooms, Duluth, Attn: Paula Leland,

901 East 11th St., Duluth, Minnesota 55805 and to City of Duluth, Attn: Property and Facilities Manager, 1532 W. Michigan Street, Duluth, Minnesota 55806, or to such other persons or addresses as the parties may designate to each other in writing from time to time.

Q. COMPLIANCE WITH AGREEMENT. The right of CTC to use the Licensed Premises is subject to CTC's compliance with the undertakings, provisions, covenants, and conditions herein.

R. APPLICABLE LAW. This Agreement, together with all of its paragraphs, terms, and provisions, is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

S. AMENDMENTS. Any amendments to this Agreement shall be in writing and shall be executed by the authorized individuals of each party.

T. 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 individuals who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said individuals will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

U. DATA PRACTICES. CTC shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by CTC 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 CTC. If CTC receives a request to release the data referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, CTC must immediately notify City and consult with City as to how CTC should respond to the request. CTC agrees to hold City, its officers, and employees harmless from any claims resulting from CTC's unlawful disclosure or use of data protected under state and federal laws.

V. ALCOHOL, TOBACCO, AND DRUG USE. There shall be no smoking, vaping, or use of alcohol, tobacco, or e-cigarette products or illegal drugs whatsoever on the Licensed Premises or as otherwise prohibited by state or local laws.

W. ALTERATIONS AND IMPROVEMENTS

1. CTC may, at its sole cost and expense, make suitable improvements or alterations to the Licensed Premises only with the advance written approval of the PFM Manager, in their sole discretion. This provision includes the delivery, installation, and/or storage of any temporary or permanent containers or structures on the Licensed Premises. All improvements and alterations to the Licensed Premises shall become the

property of City. Prior to commencing any improvements or alterations CTC shall submit to City a project proposal request along with detailed plans in the form required by City. A copy of City's current form of Project Proposal Request is attached to this Agreement as Exhibit C. The Project Proposal Request shall be submitted to 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 laws.

2. Not less than ten (10) days prior to commencement of construction of an alteration or improvement on the Licensed Premises, CTC will provide 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.

3. CTC shall be responsible for operational costs and maintenance of improvements, installations, and facilities installed pursuant to this Section W and shall operate them in a safe manner.

X. ENTIRE AGREEMENT. This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes and completely replaces all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. There are no representations, warranties or stipulations, either oral or written, not herein contained.

Y. COUNTERPARTS. 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 set their hands the day and date first shown below.

CITY OF DULUTH, MINNESOTA

COMPANIES TO CLASSROOMS, DULUTH

By: _____
Mayor

By:  _____
Signed by:
EA15B8FA0EE6441...
Paula Leland

Printed Name: _____

ATTEST:

Its: _____
Companies to Classrooms Chair

City Clerk

Date: 8/23/2024

Dated: _____

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM:

City Attorney



EXHIBIT A



Grant Recreation Center/
Licensed Premises

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



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

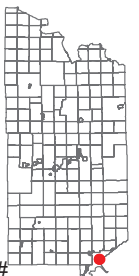


EXHIBIT B City of Duluth Incident/Injury Report

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.

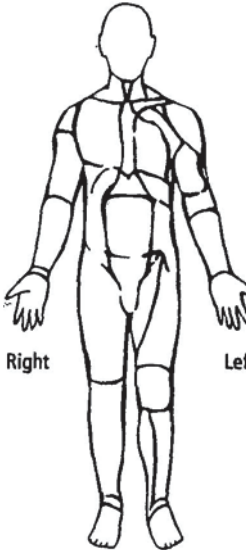
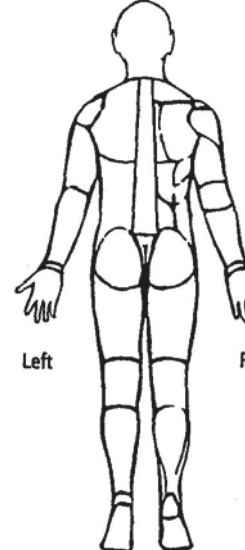
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury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

EXHIBIT B 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: _____

EXHIBIT C

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
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