

**LEASE AGREEMENT
BETWEEN THE CITY OF DULUTH
AND
REGENTS OF THE UNIVERSITY OF MINNESOTA**

THIS LEASE 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 (the “City”), and REGENTS OF THE UNIVERSITY OF MINNESOTA, a Minnesota constitutional corporation, through the Department of Recreational Sports, Duluth Campus (“Tenant”).

WHEREAS, the City and Tenant entered into a Lease Agreement dated January 1, 2015 permitting Tenant to use certain real property owned by the City for its water-based recreational and educational activities for University students and the public (the “2015 Lease”); and

WHEREAS, the 2015 Lease expires on December 31, 2019, and Tenant wishes to continue to lease the City’s real property and use it for the Activities (defined below) following expiration of the 2015 Lease; and

WHEREAS, Tenant’s use of the City’s real property for the Activities aligns with the City’s efforts to promote a healthy lifestyle for its citizens and visitors through its outdoor adventure activities; and

WHEREAS, the City desires to lease its real property to Tenant subject to the terms and conditions described below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, both parties agree as follows:

I. LEASED PREMISES

A. The terms “Exclusive Premises” (defined below) and “Non-Exclusive Premises” (defined below) shall collectively be referred to in this Agreement as the “Leased Premises.” The Leased Premises include (i) the real property legally described as Lots 88, 90 and 92, St. Louis Avenue, Upper Duluth, St. Louis County, Minnesota; (ii) all improvements now or hereafter located on the Exclusive Premises; and (iii) all rights, privileges, easements and appurtenances belonging to the Leased Premises, including, without limitation, riparian rights and use of any parking areas, roadways, walkways, and sidewalks required for access to and through the Leased Premises. Subject to the terms and conditions set forth in this Agreement, the City demises and leases the Leased Premises to Tenant.

1. Tenant and its approved guests shall have exclusive use of that portion of the Leased Premises shown on Exhibit A and labeled as the “Exclusive Premises”, on which a storage building constructed and owned by Tenant (the “Storage Building”) is located. The City may not use the Storage Building for its own purposes, except as may be permitted by a separate written agreement between the City and Tenant. Tenant may use the Exclusive Premises for

maintenance and repairs (and improvements, as permitted in this Lease) to the Storage Building and for storage of boats, sailboards, kayaks and other items used in conjunction with the activities offered by Tenant described on Exhibit B (the “Activities”).

2. Tenant shall have non-exclusive use of that portion of the Leased Premises shown on Exhibit A and labeled as the “Non-Exclusive Premises”, including the non-exclusive right to use the parking lot located on the Non-Exclusive Premises. Tenant may use the Non-Exclusive Premises in conjunction with the Activities. The Non-Exclusive Premises are open to the general public.

B. Tenant is taking the Leased Premises and all other rights conveyed by this Agreement “as is” in their present physical condition. The City makes no warranty, either express or implied, that the Leased Premises is suitable for any purpose.

II. TERM OF AGREEMENT.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2020, and shall expire on December 31, 2024 at 11:59 pm, unless terminated early as provided for herein (the “Term”). Upon the commencement of this Agreement, the 2015 Lease shall automatically terminate.

III. RENT.

A. Tenant shall pay the City annual rent for the Leased Premises (the “Rent”), with a base Rent for the first year of \$2,898.18, with the first payment due on or before January 1, 2020. Thereafter, on January 1st of each year of the Term, the Rent shall increase by three percent above the previous year’s Rent. For example, the Rent for the year beginning January 1, 2021 shall be \$2,985.13, and so on.

B. Full Rent payments shall be due and payable, in advance, on or before the first day of each year of the Term. Payments shall be mailed or delivered to the City Auditor, Room 120 City Hall, 411 West First Street, Duluth, Minnesota 55802. Rent payments shall be deposited in Fund 110-121-1222-4623 (General Fund, Public Administration, Facilities Management, Rent of Land).

IV. TENANT USE AND RESPONSIBILITIES.

A. Tenant may use the Leased Premises for the Activities and shall not interfere with other parties’ right to use the Non-Exclusive Premises.

B. Tenant shall have access to the Leased Premises 24-hours per day, 365 days a year to the extent it does not interfere with the City’s right to regulate the general public’s use of the Non-Exclusive Premises as public property. Tenant shall have the right to access the Leased Premises before and after public hours, so long as Tenant’s use of the Leased Premises is consistent with the authorized uses described in this Agreement. The City will not ticket Tenant’s vehicles parked in the parking lot located on the Non-Exclusive Premises, so long as those vehicles display a University of Minnesota parking permit.

C. Tenant and its program participants shall not install, knowingly permit, use, generate, store, or dispose of in or about the Leased Premises any Hazardous Materials (defined below) in violation of any Environmental Law (defined below). The City shall not knowingly permit the storage, handling, release, or disposal of Hazardous Materials on the Non-Exclusive Premises in violation of Environmental Law by members of the general public. As used herein, "Hazardous Materials" shall mean any toxic chemical, pollutant, or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Minnesota Environmental Response and Liability Act, as amended, or any similar law or regulation relating to environmental protection or human health (collectively, "Environmental Law") and any material containing gasoline or oil or any petroleum product, asbestos or PCBs.

D. Tenant shall maintain the Leased Premises in a reasonable state of repair. Tenant's maintenance responsibilities shall include controlling invasive species, planting native trees and dune plants, erecting snow fences and other natural wind buffers to reduce sand movement, maintaining the boardwalk located on the Leased Premises to eliminate root disturbance of native plants and reduce wind erosion, and pothole repair in the parking lot located on the Non-Exclusive Premises. Tenant shall pay all costs associated with and/or resulting from its use of the Exclusive Premises, including electrical and other utility costs and all repair and maintenance costs related to the Storage Building, and all costs to maintain the landscaping and improvements and to otherwise keep the Non-Exclusive Premises in its natural state. Tenant shall remove and properly dispose of all trash and other waste it produces (including garbage and recycling removal services).

E. Tenant will comply with the City's reasonable guidelines relating to recycling, energy efficiency and maintenance of the Leased Premises (as applicable and not in conflict with the remainder of this Agreement).

F. Tenant shall keep the Leased Premises free from rodents, insects, and other pests. From time to time, the City may require Tenant to contract with a pest exterminating contractor to exterminate as may be necessary and as may be directed by the City. The reasonable cost and expense of this service shall be the responsibility and obligation of Tenant, unless the City determines, in its sole discretion, that another party is responsible for the infestation. The City may pay a pest exterminating contractor on behalf of Tenant and immediately collect the same from Tenant as additional Rent, or reduce any amount owed to Tenant by City pursuant to this Agreement.

G. The City shall not be responsible for maintaining any personal property on the Leased Premises.

I. The City shall not be responsible for storage, theft, and/or vandalism of the Exclusive Premises or personal property, equipment, tools, and machinery located on the Leased Premises.

J. Tenant will follow the City's reasonable policies and procedures regarding safe and supervised usage of the Leased Premises and security for the Leased Premises.

V. QUIET POSSESSION.

Tenant, on paying the Rent and performing the covenants in this Agreement, shall have quiet possession of the Exclusive Premises, subject to the terms of this Agreement.

VI. HOLD OVER TENANCY.

In the event Tenant remains in possession of the Leased Premises after the expiration of this Agreement and without execution of a new lease, it shall be deemed to be occupying the Leased Premises as a tenant from month-to-month only, upon the same terms and conditions contained in this Agreement, to the extent the terms are applicable to a month-to-month tenancy. The foregoing sentence shall not serve as permission for Tenant to hold over, nor serve to extend the Term, and the City shall have the right at any time after expiration of this Agreement to enter and possess the Leased Premises and remove all property and persons therefrom.

VII. INDEPENDENT RELATIONSHIP.

Nothing in this Agreement is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Tenant as an agent, representative, or employee of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement. Tenant'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. Tenant and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, or severance pay.

VIII. INSURANCE.

A. Tenant shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Leased Premises. A Commercial General Liability Insurance policy shall be maintained in force by Tenant throughout the Term in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injuries and property damage per claim and \$3,000,000 per occurrence. Such coverage shall include all Tenant activities occurring on or within the Leased Premises whether said activities are performed by employees or agents under contract to Tenant. Tenant is self-insured for Workers Compensation. The City does not represent or guarantee that these types or limits of coverage are adequate to protect Tenant's interests and liabilities.

B. Tenant shall provide the City with Certificates of Insurance evidencing required insurance coverages with 30-day notice of cancellation or non-renewal provisions included. Such policies of insurance shall be in a form acceptable to the City Attorney. The City shall be named

as an additional insured on the General Liability policy of insurance required by this Agreement. When using the "Accord" Certificate form cancellation provisions, the words "endeavor to" on- Line 2 must be deleted. As an additional insured under the insurance contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named Insured and includes the City of Duluth as an additional insured and will be primary and not contributory with City of Duluth coverage." The City is an additional insured not subject to the "other insurance" condition or other policy terms which conflict with the agreement between the named insured and the City. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, then it must be a pre-2004 edition.

C. The City reserves the right to require Tenant 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.

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

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

IX. HOLD HARMLESS AND INDEMNIFICATION.

A. Subject to the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736 and other applicable law, Tenant shall to the fullest extent permitted by law, protect, indemnify and save the City and its officers, agents, servants, employees and any person who controls the City within the meaning of the Securities Act of 1933, harmless from and against all liabilities, losses, damages, costs, expenses, including reasonably attorney fees and expenses, causes of action, suits, claims, demands, and judgments of any nature arising from:

1. Any injury to or death of any person or damage to the Leased Premises, including the Exclusive Premises, in or upon the Leased Premises, arising out of the activities or programs of Tenant or growing out of or in connection with the use or non-use, condition or occupancy of the Leased Premises or any part thereof by Tenant during the Term and also, without limitation, any and all acts or operations related to construction on any portion of the Leased Premises. The foregoing indemnification shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for Tenant, customers, suppliers or affiliated organizations under any Workers' Compensation Act, Disability Benefit Acts or any other employee benefit acts;

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

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

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

Notwithstanding the foregoing, Tenant will not be responsible for any claims resulting from the City's negligent acts.

B. In addition to the generality of the previous paragraph, subject to the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736 and other applicable law, Tenant shall indemnify and save the City and its officers, agents, servants, employees and any person who controls the City within the meaning of the Securities Act of 1933, harmless from and against all liabilities, losses, damages, costs, expenses, including reasonable attorney fees and expenses, causes of action, suits, claims, demands, and judgments of any nature arising out of any condition existing on the Leased Premises arising out of Tenant's use and occupancy of the Leased Premises or the Improvements or both which constitutes a violation of any Environmental Law or the presence on the Leased Premises of any Hazardous Materials arising out of Tenant's use or occupancy of the Leased Premises or the Improvements or both which otherwise causes injury or death to persons or damage to the Leased Premises and that indemnification granted hereby shall include all costs of clean-up, remediation, together with the costs incurred in proceedings before any court of law or administrative agency, including attorney fees, expenses, the fees and expenses of persons providing technical expertise addressing such problems, including expert witnesses, the costs of preparing and securing approval of Response Action Plans, as defined by the foregoing agencies, as may be necessary to meet the requirements of said agencies and any other costs and expenses of any kind whatsoever arising out of conditions existing on the Leases Premises.

C. Upon ten (10) days' written notice from the City, Tenant shall appear and assume the defense of such action, including the employment of the Office of the General Counsel of Tenant or other counsel satisfactory to the City and the payment of expenses. In so far as such action shall relate to any alleged liability of the City with respect to which indemnity may be sought against the Tenant, the City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such separate counsel shall be at the expense of the City. Tenant's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable law.

D. Notwithstanding anything in this Agreement to the contrary, the indemnification and hold harmless obligations of Tenant set forth in this Agreement shall survive termination or expiration of this Agreement for any reason with respect to occurrences during the Term.

X. REPORTING, RECORDS RETENTION, AND GOVERNMENT DATA PRACTICES.

A. All data collected, created, received, maintained or disseminated for any purpose by the parties because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Tenant shall comply with the Minnesota Government Data Practices Act.

B. If Tenant receives a request to release data related to this tenancy and referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, Tenant shall comply with the law and consult with the City as may be prudent under the circumstances.

C. Tenant agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement and the Activities for six (6) years following the termination or expiration of this Agreement.

D. Tenant acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all Tenant books, records, documents, and accounting procedures and practices related to this Agreement are subject to examination by the City or the State Auditor for six (6) years from the date of termination or expiration of this Agreement. Upon twenty-four (24) hours advance written notice by the City, the Tenant shall provide all requested books, records, documents, and accounting procedures and practices related to this Agreement.

XI. INCIDENT REPORTS.

Tenant shall promptly notify the City's Property and Facilities Manager, or their designee (the "Manager") in writing of any incident of injury or loss or damage to the property of the City or to any of Tenant's participants or invitees occurring on or within the Leased Premises to the extent that Tenant has knowledge of the incident. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's current form of Incident Report is attached as Exhibit C.

XII. COMPLIANCE WITH LAWS.

A. Tenant shall make the Activities 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 use of the Leased Premises.

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

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

D. The Activities conducted on the Leased Premises shall be in compliance with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

XIII. COMMUNICATIONS.

The parties acknowledge that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.

XIV. NOTICES.

Unless otherwise provided herein, notice to the City or Tenant shall be sufficient if delivered personally or 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.

If to the City:

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

If to Tenant:

Regents of the University of Minnesota
c/o Real Estate Office
Attention: Leasing Manager
451 Donhowe Building
319 15th Avenue SE
Minneapolis, Minnesota 55455-0199
Email: reo@umn.edu

With a copy of any notices of default to:

University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 5555-2006
Email: contracts@mail.ogc.umn.edu

XV. CITY ACCESS.

After reasonable notice to Tenant by the City (except in the case of an emergency), Tenant shall permit the Manager to access and inspect the Exclusive Premises, including the Storage Building. The Manager may access and inspect the Non-Exclusive Premises at any time without prior notice. For purposes of this Section XV., “reasonable notice” shall mean no less than two business days prior written notice (written notice shall include email, provided the receipt of the same is confirmed by the receiving party), except in the case of an emergency.

XVI. TAXES.

Tenant shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Tenant's lease or use of the Leased Premises, including real property and sales taxes, if applicable.

XVII. SMOKING, TOBACCO, & ALCOHOL USE PROHIBITED.

No smoking, tobacco, or alcohol use is allowed on the Leased Premises.

XVIII. TERMINATION OR EXPIRATION OF AGREEMENT.

A. Upon termination or expiration of this Agreement, Tenant shall surrender possession of the Leased Premises to the City in as good condition and state of repair as the Leased Premises were in at the time Tenant took possession, normal wear and tear excepted. Upon termination or expiration of this Agreement, Tenant shall remove all of its personal property and equipment from the Exclusive Premises. All improvements and personal property not part of the realty and remaining on the Leased Premises upon termination or expiration of this Agreement shall become the exclusive property of the City.

B. The City shall accept the Exclusive Premises, as improved by the Storage Building (provided the Manager has determined it is in good working condition), at the expiration or earlier termination of this Agreement, provided, Tenant shall have the right, but not the obligation, to remove the Storage Building and any other improvements constructed by Tenant (collectively, the "Improvements") during the Term (or during any previous time during which Tenant leased the Leased Premises), whether or not the Improvements were approved by the City. Notwithstanding the foregoing sentence, Tenant shall not be allowed to leave any Improvements, including the Storage Building, on the Leased Premises at the expiration or earlier termination of this Agreement if the Manager determines that they are not in good working condition. In the event the City notifies Tenant that it must remove the Storage Building, Tenant shall do so within six months of notification. This subparagraph shall survive expiration or earlier termination of this Agreement.

C. Default and Remedies.

1. The City may terminate or suspend this Agreement if the City determines Tenant has or is violating any term of this Agreement. The City shall provide Tenant with written notice of such violation and shall allow Tenant thirty (30) days 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 the City within thirty (30) days, then the City may terminate this Agreement immediately by serving written notice to Tenant. In the event of a violation of this Agreement by Tenant that continues after the notice and cure periods described above, the City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Leased Premises, and after five (5) days prior written notice to Tenant, may remove all persons and property from the Leased Premises. The City may, in addition to any other remedy it may have, recover from Tenant all damages incurred by reason of any violation of this Agreement, including the cost of recovering the Leased Premises and for reasonable attorney's fees. In the event the City retakes possession of the Leased Premises based on a default of Tenant and does

not terminate this Agreement, Tenant shall remain liable for outstanding Rent due to the City for the remainder of the Term. In this event, the City agrees to mitigate its damages.

2. Tenant may terminate or suspend this Agreement if Tenant determines that the City has or is violating any term of this Agreement. Tenant shall provide the City with written notice of such violation and shall allow the City thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied within thirty (30) days, then Tenant may terminate this Agreement immediately by serving written notice to the City.

XIX. ALTERATIONS AND IMPROVEMENTS.

A. Tenant may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises only with the advance written approval of the Manager. All such improvements and alterations shall become the property of the City except as otherwise agreed upon in writing. Prior to commencing any improvements or alterations, Tenant shall submit to the City a Project Proposal Request along with detailed plans. A copy of the current form of Project Proposal Request is attached to this Agreement as Exhibit D. The Project Proposal Request and detailed plans shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to all applicable law.

B. Tenant agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on the Leased Premises, Tenant will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction, alteration or improvement.

C. Tenant shall keep the Leased Premises free of any and all mechanics', materials suppliers' and other liens arising out of any work, labor done, services performed, or materials furnished to the Leased Premises by or on behalf of Tenant. Tenant shall have the right to contest any lien, provided it does so in good faith.

XX. GENERAL PROVISIONS.

A. The Non-Exclusive Premises are a multi-use area requiring the cooperation of all users. This cooperation includes ingress and egress, amenities, and related improvements. Tenant acknowledges that the Manager shall ultimately determine the appropriate use of the Non-Exclusive Premises.

B. The waiver by the City or Tenant 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.

C. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties

relating to the subject matter hereof, except the 2015 Lease, which expires on December 31, 2019. As of January 1, 2020, all previous lease agreements between the parties for any portion of the Leased Premises are terminated, except as expressly provided therein.

D. Tenant shall neither assign nor transfer any rights or obligations under this Agreement, nor sublet any portion of the Leased Premises.

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

F. 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.

G. Any amendments to this Agreement shall be in writing and shall be executed by the same officers who executed this Agreement or their successors in office.

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

I. 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 hereto.

J. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by a party by email transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below.

CITY OF DULUTH

REGENTS OF THE UNIVERSITY OF MINNESOTA

By: _____
Mayor

By: Stephen W. Keto

Printed Name: Stephen W. Keto

Attest: _____
City Clerk

Its: Vice Chancellor for Finance & Operations

Date: December 6, 2019

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney



10/10/2019

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.

EXHIBIT A - Leased Premises

- Exclusive Use
- Non-Exclusive Use

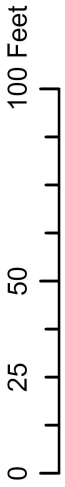


EXHIBIT B

UMD's Aquatic Center/Boat Shed – A “Communiversality” Resource

History/Background

UMD has provided water based recreational activities from this site or an adjacent site since the mid-1970's for UMD students and community members. A building was constructed by UMD on the current site in 1988-89 to provide storage and classroom space. Currently, the building and property are maintained by UMD's Recreational Sports Outdoor Program (RSOP) department. Programs and activities at this site contribute to UMD students' recreational and academic success as well as supporting community involvement in water sports and the city's adventure tourism efforts.

The building is a pole shed with a pea-gravel floor that serves as storage for kayaks, canoes, Stand-Up-Paddleboards and related equipment for paddling programs. The building has a small classroom area. The fenced in area outside the building has a portable toilet and is used for trailer and boat storage as well as a picnic area for program participants. The building has electricity, but no heat or plumbing. The building and surrounding land serves as a launching point to the Duluth Harbor and Lake Superior.

The easterly one-third of the land that the building is on is a public gravel parking lot (maintained by UMD) and the westerly two-thirds is a sand dune down to the beach. A wheelchair accessible boardwalk connects the parking lot down to the beach.

User Groups

- UMD RSOP Community Based Programming
 - RSOP provides paddling based activities and programs for local as well as regional individuals and groups. Current annual use is about 55 users visits, down from past years due to challenges with water quality. (Water tests this summer (2019) showed for the first time in several years that the number of eColi colonies were at a safe level for human contact. We're hoping that trend continues so that we can increase programming at this site again!)
- Duluth Parks and Recreation (P&R)
 - The original activity at the site included P& R programming in addition to other users. This faded out when P & R phased out providing recreational programming. The option for using the site still is available.
- Courage Kenny Rehabilitation Institute – Northland
 - This group provides weekly kayak outings for people with disabilities and stores all gear at this site. Current annual use is about 250 user visits.
- UMD Kayak and Canoe Club
 - This student run club provides occasional outings for club members at this site. Current annual use is about 30 user visits.
- American Canoe Association
 - This national organization, in partnership with UMD RSOP, provides professional training for local and regional leaders in paddlesport instruction. Current annual use is about 40 user visits.
- UMD Health, Physical Education, and Recreation department

- Academic courses which train Physical Education and Outdoor Education professionals. Current annual use about 130 user visits.
- Other Users
 - Boater access. A number of carry-in kayaks, canoes, and sailboat dinghy's are launched at this site. This location is one of only 3 public harbor side access points with a sand beach. Quantity unknown.
 - Access to shoreline for Minnesota Pollution Control Agency water quality monitoring (which was originally initiated on the harbor by RSOP). Weekly monitoring.
 - Have also provided access to electricity for specific water quality research projects which use equipment that needs electricity.
 - Swimmers/waders. Locals and tourists access the water occasionally to get in the water. Unknown quantity
 - Alliance for the Great Lakes Beach Sweep. A partnership between UMD, the Great Lakes Aquarium, and the Alliance for the Great Lakes where UMD cleans up a portion of the harbor, beyond the boundaries of this property. Annual project.
 - 4th of July Fireworks viewers. As a public site, this is packed with fireworks watchers.

Care of the Site

- Restoration
 - When UMD moved to the current site, the location was loose sand and dune. The beach and sand dune have been restored to a semi-natural state by controlling invasive species, planting native trees and dune plants as well as erecting snow fence and other natural wind buffers to reduce sand movement. Also, the installed boardwalk eliminates root disturbance of native plants, reducing wind erosion. UMD offered staff support to Courage Kenny for a boardwalk and dune stabilization project in 2019. which they completed with financial support from a Parks and Rec Fund Grant.
- “Soft Policing”
 - RSOP Staff are at the site half of most weeks throughout the summer keeping an eye on the site and the adjacent property. They answer questions about parking and access, pickup trash, and maintain the grounds to ensure that all users have a pleasurable experience.
- Maintain the parking lot
 - RSOP keeps the parking lot usable and accessible during the non-snow months.

EXHIBIT C City of Duluth Incident/Injury Report

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

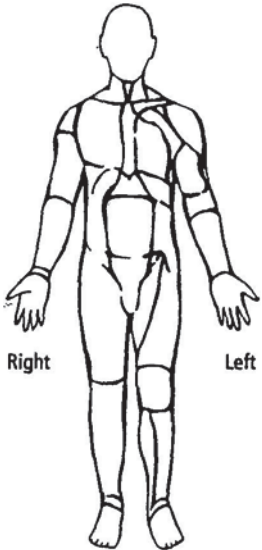
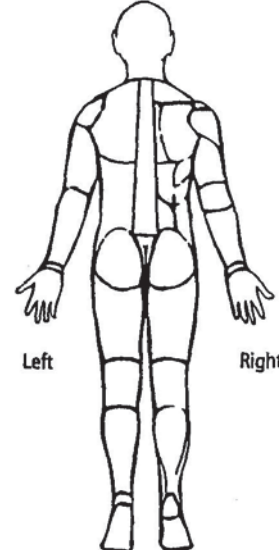
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury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

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

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Date employer notified of injury: _____	Date employer notified of lost time: _____
First date of any lost time: _____	Return to work date: _____
RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Describe the nature of the illness or injury. Be specific. Include body parts affected.	
Describe the activities when injury occurred with details of how it happened.	
What tools, equipment, machines, objects and/or substances were involved?	

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____	Date report completed: _____
Supervisor name: _____	Supervisor phone number: _____	
Names and phone numbers of witnesses:		
Incident was a result of: <input type="checkbox"/> safety violation <input type="checkbox"/> machine malfunction <input type="checkbox"/> product defect <input type="checkbox"/> motor vehicle accident <input type="checkbox"/> N/A		
Supervisor comments:		
What actions have been taken to prevent recurrence?		

City of Duluth Incident/Injury Report

<p>CAUSE</p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p>TYPE OF INJURY</p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;">MARK AREAS OF INJURY BELOW:</p> <p style="text-align: center;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Front</p>  </div> <div style="text-align: center;"> <p>Back</p>  </div> </div>
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COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE			
<p>For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred. Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)</p>			
Incident Location: _____		Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____	
City vehicle, property, or equipment involved	Description:		
	Vehicle #: _____	Make/Model: _____	Year: _____
	Describe damage: _____		
Non-city vehicle, property, or equipment involved	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other
	Owner address: _____		
	Owner phone number: _____	Vehicle license #: _____	
	Make/Model: _____	Color: _____	Year: _____
	Describe damage: _____		
Weather conditions:	Roadway conditions:	Light conditions:	Approximate temperature: _____ °F
<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 D
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



April 9, 2019

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,

Jessica Peterson
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. **Please submit completed form, along with attached map to: projectproposal@duluthmn.gov.**

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