

EXHIBIT 1

QUARRY PARK ICE FARMING DEVELOPMENT AND OPERATION AGREEMENT BETWEEN THE CITY OF DULUTH AND DULUTH CLIMBERS COALITION

This QUARRY PARK ICE FARMING DEVELOPMENT AND OPERATION AGREEMENT is entered into by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota, (the “City”) and the Duluth Climbers Coalition, a Minnesota non-profit corporation (“DCC”). The City and DCC shall collectively be referred to as the “Parties.”

WHEREAS, the City owns a 30-acre tract of real estate located in the Cody neighborhood that has been formally recognized as “Quarry Park” and contains several recreational amenities. Quarry Park is outlined in bright green on the attached Exhibit A.

WHEREAS, DCC is a Minnesota non-profit corporation comprised of local climbers, outdoor recreation educators, and business owners. Its mission is to secure and preserve access to climbing crags located within the city of Duluth, and to promote quality climbing opportunities for participants of all ages and abilities and across all climbing disciplines (bouldering, rock, ice, and mixed climbing).

WHEREAS, Quarry Park is the former site of a now abandoned quarry that was owned and operated by the Duluth Crushed Stone Company beginning in 1902. The company produced crushed rock, concrete, building material, paving material, and other stone and rock products from rock harvested at the quarry (the “Former Quarrying Operation”).

WHEREAS, the Former Quarrying Operation that created the cliffs at Quarry Park exposed natural groundwater and runoff seepages between rock layers and between soil and rock. These seepages are active year-round and discourage summer rock climbing, but create large vertical ice formations (curtains, pillars, and chandeliers) on the quarry walls throughout the winter season. The large concentration of ice formations at Quarry Park attract climbers from throughout the Midwest and beyond to use the site for ice climbing and mixed climbing, which occurs when ice is discontinuous and rock must be climbed between or in addition to the ice. Climbers use Quarry Park for ice climbing and mixed climbing at their own risk.

WHEREAS, DCC desires to construct and operate an ice farming system at Quarry Park to ensure consistent ice for climbing and to increase the winter climbing possibilities for beginner and intermediate climbers. For purposes of this Agreement, “Ice Farming” is defined as the process of supplementing the natural water already seeping between the soil and bedrock at the top of the quarry within Quarry Park with a goal of generating ice on the cliffs within Quarry Park.

WHEREAS, the City desires to allow DCC to perform the construction and operation activities associated with Ice Farming at Quarry Park.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Contract Administration.

For the purposes of administering this Agreement, the City shall act through its Property and Facilities Manager or his or her designee (the “PFM Manager”) and DCC shall act through its Board President or his or her designee (the “Board President”).

II. Term.

Notwithstanding the date of execution, this Agreement shall be deemed to commence on May 1, 2020, and shall expire at the end of the day on May 31, 2023, unless terminated earlier as set forth herein (the “Term”).

III. Ice Farming Infrastructure.

There are several components that will make up the infrastructure of Ice Farming. The following terms will be hereinafter defined and shall be collectively defined as the “Ice Farming Infrastructure”: Water Service Line, Pump House, Pump, Irrigation Supply Line, Irrigation Distribution Line, and Irrigation Point.

A. Water Service Line.

A water service line, comprised of 2-inch HDPE, will extract water from a designated water supply point in the City’s water main system, which point is located below CN’s railroad tracks, and bring it to the Pump House (hereinafter defined) (the “Water Service Line”). The Water Service Line is depicted on the attached Exhibit A. The Water Service Line will pass through an existing casing located under CN’s railroad tracks. This casing formerly supplied water to the Former Quarrying Operation. The casing has been located, examined, and determined to be a suitable access channel for new pipe. The City received a permit from CN to use this casing to pass the Water Service Line underneath the tracks and to complete the construction work associated with the installation of the Water Service Line. The Water Service Line will continue to the Pump House where it will be metered to track usage.

B. Pump House and Pump.

1. At the designated spot within Quarry Park depicted on the attached Exhibit A, a structure will exist to store a Pump (hereinafter defined), supplies and equipment related to Ice Farming (the “Pump House”). The Pump House will utilize a concrete foundation and walls from the Former Quarrying Operation. Improving and repurposing this existing bunker-like structure will provide a cost-effective, secure space to store the pump and related equipment. In addition, there will be no new visual impact added to Quarry Park or conflicts with nearby amenities because the Pump House is nearly fully enclosed inside a hillside. The Pump House will have a “green roof,” a wooden roof with rubber membrane covered with soil and grass to help it blend into the natural surroundings. The only exposed section of the Pump House will be

the concrete entrance wall with a steel door. The Pump House will have the following utilities connected to it: water and electricity. When or if necessary, the Pump House will be heated by an electric heater.

2. The Pump House will contain a constant pressure booster pump (the “Pump”), two 200 to 500-gallon poly tanks (the “Poly Tanks”), water meter, electrical panel and related equipment, and supplies for Ice Farming. In the Pump House, water will enter through the Water Service Line, pass through the meter, and continue through a valve that controls flow to pipes that supply the Poly Tanks (the “Water Supply Valve”). The pipes and Poly Tanks will be air gapped to prevent contamination of the Water Service Line. From the Poly Tanks, water will pass through the Pump directly to the Irrigation Supply Line. A depiction of the Pump, Poly Tanks, Water Supply Valve, among other items, are depicted on the attached Exhibit B.

C. Irrigation Supply Line.

The irrigation supply line, also comprised of 2-inch HDPE, is a water distribution line that will deliver water from the Pump to the apex of the quarry (the “Irrigation Supply Line”), where it will feed the Irrigation Distribution Lines (hereinafter defined). The approximate location of the Irrigation Supply Line is depicted on the attached Exhibit A. When possible, the Irrigation Supply Line will be buried to a depth of approximately 12 inches to insulate it from the elements, minimize visual conflicts for park users, and to protect it from vandalism.

D. Irrigation Distribution Lines.

To disburse water from the Irrigation Supply Line, 1-inch poly irrigation pipes will be attached to it in various intervals (each an “Irrigation Distribution Line” and collectively the “Irrigation Distribution Lines”). The Irrigation Distribution Lines will be placed along the cliff edge at approximately 50-foot intervals and buried approximately 12 inches underground (as the terrain allows). A box will be placed on top of each connection point of the Irrigation Supply Line and Irrigation Distribution Line (each a “Box” and collectively “Boxes”) to tap into each buried Irrigation Distribution Line. Each Box will contain a removable cap and utilize a tee in the pipe and a camlock fitting to facilitate the connection of an Irrigation Point (hereinafter defined) to the Irrigation Distribution Line.

E. Irrigation Points.

An irrigation point will be connected at the end of each Irrigation Distribution Line to control the flow rate and placement of water into the natural environment (each an “Irrigation Point” and collectively the “Irrigation Points”). Irrigation Points may consist of a drip system and/or spray heads, depending on what works best for each location and the weather conditions, and will change from time to time. It is the Parties’ intention to have the Irrigation Points placed at a safe distance from the cliff edge to decrease the need for an Ice Farmer to be in close proximity to the cliff edge while performing Ice Farming duties. A person performing any component of Ice Farming is defined as an “Ice Farmer.”

IV. Construction of the Ice Farming Infrastructure.

A. City Responsibilities.

The City shall be responsible to construct the Water Service Line and absorb all costs relating thereto. The City shall also be responsible to obtain, at the City's expense, all licenses, permits and other authorizations necessary for carrying out its obligations under this Agreement and comply with all applicable laws, rules, regulations, and ordinances of the City, State, and United States of America. The City shall have sole discretion with regard to all final decisions regarding the construction of the Ice Farming Infrastructure.

B. DCC Responsibilities.

DCC shall be responsible to construct and install, at DCC's expense, the Irrigation Supply Line, Irrigation Distribution Lines, Irrigation Points, Boxes, electrical service to the Pump House, electrical panel within the Pump House, and connection of the electrical panel to the electrical meter. DCC shall also be responsible to provide any and all equipment and supplies needed to perform Ice Farming, including but not limited to the Pump, Poly Tanks, pipes and valves. DCC shall also be responsible to obtain, at DCC's expense, all licenses, permits and other authorizations necessary for carrying out its obligations under this Agreement and comply with all applicable laws, rules, regulations, and ordinances of the City, State, and United States of America. DCC shall submit plans and specifications to the City of all of the Ice Farming Infrastructure that it constructs or contracts out prior to construction and shall obtain the PFM Manager's approval of the plans and specifications in writing. Due to field conditions, some plans and specifications may not be available or known prior to construction, such as the exact location of the Irrigation Boxes and Distribution Lines. In such event, DCC shall provide any and all data requested by the City in connection with construction, such as as-built drawings, GPS data, and other information about the Ice Farming Infrastructure and related equipment.

C. Joint Responsibilities. Except as otherwise described, the Pump House will be refurbished and constructed by DCC, substantially consistent with the plans and specifications shown on the attached Exhibit C. The work to be completed by DCC shall include, but not be limited to installation of the front door and roof on the Pump House, installation and connection of the Ice Farming Infrastructure within and to the Pump House and installation of the electrical components outside and inside of the Pump House. The City will be responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution of the Pump House.

D. Post-Construction. Upon completion of the construction and installation of the Ice Farming Infrastructure, DCC shall not perform Ice Farming until it receives written notification from the PFM Manager that Ice Farming may commence.

V. Ownership and Maintenance of Ice Farming Infrastructure.

A. City Ownership and Maintenance Responsibilities.

1. Once installed and/or constructed, the City of Duluth will own the following Ice Farming infrastructure: Pump House, Water Service Line, electrical panel, and electrical line to the Pump House, (collectively, the “City’s Ice Farming Infrastructure”).

2. The City shall be responsible to maintain the Water Service Line in good order and condition and state of repair and in compliance with all applicable laws, regulations and codes.

3. In connection with the Pump House, the City shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution. DCC shall comply with the City’s Key Control Policy, a copy of which shall be provided to DCC, and is subject to unilateral change by the City during the Term.

B. DCC Ownership and Maintenance Responsibilities.

1. Once installed and/or constructed, DCC will own the following Ice Farming Infrastructure: Pump, Poly Tanks, Irrigation Supply Line, Irrigation Distribution Lines, Irrigation Points, Boxes, and electric heater, if any; together with all pipes, valves, and other equipment connected to or used in connection with the Pump, Poly Tanks, Irrigation Supply Line, Irrigation Distribution Lines, Irrigation Points, and Boxes (collectively, “DCC’s Ice Farming Infrastructure”).

2. DCC shall be responsible to maintain, repair, and replace DCC’s Ice Farming Infrastructure, together with the Pump House, electrical panel, electrical meter, and electrical line to the Pump House, in good order and condition and state of repair and in compliance with all applicable laws, regulations and codes. DCC shall also comply with the terms and conditions stated in Section VI below.

3. Utilities connected to the Pump House and/or servicing Ice Farming shall be held in DCC’s name and DCC shall pay for all costs associated thereto. Regarding water service, the City shall charge DCC for water consumption at the commercial/industrial rate 6.

4. DCC shall not change the locks or otherwise prohibit or inhibit the City’s access to the Pump House or Quarry Park. DCC shall not make copies of keys for the Pump House. All keys shall be promptly returned to the City upon termination or expiration of this Agreement.

5. DCC shall, at its sole expense, provide janitorial services to the Pump House and those items required for daily operation and maintenance of the Pump House, including but not limited to interior light bulbs, paper products, plastic products (e.g., garbage bags). DCC shall regularly clean the windows of the Pump House.

6. DCC shall, at its sole expense, remove debris, snow and ice and provide anti-slip treatment on all steps, sidewalks and pathways serving the Pump House if such steps, sidewalks and pathways exist.

7. DCC shall remove all litter, recycling and other waste generated from its operations (including from the Pump House and within Quarry Park) and shall haul it offsite and properly dispose of it.

8. DCC shall provide, at its sole expense, all staff, equipment, and cleaning supplies necessary to carry out the provisions of this Agreement.

9. DCC shall comply with the City's verbal and written guidelines and instructions relating to recycling, energy efficiency, and maintenance applicable to the Pump House.

10. DCC shall follow all established verbal and written policies, procedures, and instructions of the City regarding safety and security, including, but not limited to, securing exterior doors of the Pump House. DCC shall immediately report any safety or security issues or concerns to the City's Police Department and the PFM Manager.

11. DCC shall keep the Pump House reasonably free from rodents, insects, and other pests. The City may require DCC to contract with a pest-exterminating contractor to exterminate as may be necessary and as may be directed by the PFM Manager. The sole cost and expense of this service shall be the responsibility and obligation of DCC. The City may pay a pest-exterminating contractor on behalf of DCC and immediately collect the cost of the extermination from DCC, or reduce any amount owed to DCC by the City pursuant to this Agreement.

VI. Ice Farming.

A. Generally.

1. The purpose of Ice Farming is to create new ice climbing opportunities at Quarry Park by supplementing the natural water already seeping between the soil and bedrock at the top of the quarry within Quarry Park with a goal of generating ice. The process of Ice Farming explicitly shall not include climbing. The process of Ice Farming will be accomplished by extracting water from the Water Service Line, passing it through the Pump, moving it through the Irrigation Supply Lines to distribute the water to the Irrigation Points, where it will supplement the natural water already seeping between the soil and bedrock. Each occurrence of this process is called a "Cycle." At the end of a Cycle, the remaining water in the Irrigation Distribution Lines will be gravity drained back to the Pump House through the Irrigation Supply Line and stored in the Poly Tanks so that the Irrigation Distribution Lines and Irrigation Supply Line will not freeze. Furthermore, the gravity-drained water can be re-used in the next Cycle.

2. Ice Farming will occur regularly at the beginning of the winter season once the weather is favorable for creating ice on the quarry wall at Quarry Park, at the DCC's discretion. It is estimated that Ice Farming will not occur prior to November 1 unless conditions allow. The intent of Ice Farming around November 1 is to establish a buildup of climbable ice to allow for ice and mixed climbing earlier in the winter season. After Ice Farming is completed in this initial phase at the beginning of the winter season, additional Ice Farming may occur periodically throughout the winter, as conditions permit, and as needed to prolong the ice climbing and mixed climbing season. Ice Farming must be stopped by May 15 during each year of the Term.

3. Ice Farming shall be performed utilizing best practices and in accordance with DCC's Safety Manual, a copy of which is attached as Exhibit D, as amended from time to time (the "Safety Manual").

B. Role of the Ice Farmer.

1. As earlier stated, a person performing any component of Ice Farming is defined as an "Ice Farmer." An Ice Farmer will be an employee or volunteer of DCC. The City will not perform Ice Farming activities, except for the maintenance requirements described in Section IV.A. above. In addition to operating the Ice Farming Infrastructure and completing Cycles, Ice Farmers will monitor the system and gather information that will allow DCC to operate the Ice Farming Infrastructure as efficiently, productively, and safely as possible.

2. Ice Farmers shall not hang off ropes to spray water on the cliff, shape or knock down ice as it is forming, or engineer or build ice-made or man-made structures. Ice Farmers shall only operate the Ice Farming Infrastructure to supplement the existing natural groundwater supply.

3. To the extent possible, all Ice Farmers shall complete Ice Farming at a safe distance from the cliff edge. Should work need to be performed near the cliff edge, all work must be completed in accordance with the Safety Manual.

C. Notification to the Public.

1. Prior to beginning a Cycle or performing maintenance or repairs to the Ice Farming Infrastructure, DCC must notify the climbing community and Quarry Park users via its website and social media outlets, as well as place signage within Quarry Park. If necessary or desired, DCC may rope off affected areas within Quarry Park. Once a Cycle, maintenance and/or repairs have been completed, DCC shall update the climbing community and Quarry Park users via its website and social media outlets that Ice Farming has been completed, as well as remove all signage.

2. The size, design, location, and wording of all signage shall receive written approval by the City prior to placement and shall comply with the City's Gate, Wayfinding, and Signage Design Plan, as amended from time to time. Notwithstanding the foregoing, the City reserves the right to install its own signage within Quarry Park.

D. Development of Cycles.

1. Each Cycle will typically take around eight hours to complete and shall occur during off-peak hours, approximately 10 p.m. to 6 a.m. There may occasionally be a necessity to perform Ice Farming or a portion of Ice Farming during daytime hours. In such an event, DCC shall request and obtain permission from the City's Director of Public Works, or his or her designee, prior to starting any component of Ice Farming.

2. Cycles will be determined by varying conditions in the weather and terrain and may change from time to time. By tracking data and information about each Cycle, DCC will develop a plan for each subsequent Cycle. As more and more Ice Farming occurs, DCC will determine which Irrigation Points and methods will be most effective and will perform Ice Farming accordingly.

E. Installation of Irrigation Points.

1. Unlike the Water Service Line, Irrigation Supply Line, and Irrigation Distribution Lines, Irrigation Points are not permanent fixtures. Irrigation Points shall be stored in the Pump House when not in use during Ice Farming and shall only be installed during a Cycle.

2. Based on the Ice Farming goal for a particular Cycle, an Ice farmer will gather the appropriate quantity of Irrigation Points deemed necessary. An Ice Farmer will then connect each Irrigation Point into a Box, which are buried approximately every 50 feet along the rim of the quarry. The Ice Farmer will place the working end of each Irrigation Point toward the quarry to disburse water in accordance with the goal for the Cycle.

F. Operation of the Water Supply.

Once all of the Irrigation Points for a particular Cycle have been installed, the Ice Farmers will verify that the valve within the Irrigation Box is open at each desired location, which will allow for control of the flow of water from the Irrigation Supply Line to the Distribution Lines. The Ice Farmer will then return to the Pump House and verify that there is sufficient water in the Poly Tanks and that the valve between the Poly Tanks and Pump is open, which allows for control of the flow of water. The Ice Farmer will then turn on the Pump and operate it with adequate pressure to supply the Irrigation Points with water throughout the Cycle. As the water is drawn from the Tanks, the Ice Farmer will monitor water levels and adjust the Water Supply Valve to maintain adequate water supply to the Poly Tanks and the Ice Farming Infrastructure.

G. Termination of the Cycle.

Toward the end of a Cycle, the Ice Farmer will allow the water levels in the Tanks to drain down enough to allow adequate space for drainage of the Irrigation Supply Line and Irrigation Distribution Lines. Once the Cycle has completed and the Tanks are at the desired level, the Pump will be shut down. After the water supply is turned off, the Ice Farmers will remove the Irrigation Points that were previously placed in the Cycle, replace the caps inside each Box, and return the Irrigation Points to the Pump House for storage. Water will gravity drain back down through the Irrigation Supply Line and Irrigation Distribution Lines and into the Tanks to prevent pipes from freezing. Water in the tanks will be re-used in the next Cycle.

H. Securing the Pump House.

At the completion of a Cycle, the Ice Farmer shall ensure that all equipment associated with Ice Farming is stored properly, the heat in the Pump House is set at the appropriate temperature, the lights within the Pump House are turned off, and the Pump House is locked.

VII. Grant of License.

A. Quarry Park. Subject to the terms and conditions set forth in this Agreement, City grants to DCC a non-exclusive license to enter and use Quarry Park for the express purposes authorized under this Agreement.

B. Pump House. Subject to the terms and conditions set forth in this Agreement, City also grants to DCC a non-exclusive license to use the Pump House for the storage of supplies and equipment related to Ice Farming. DCC shall not use the Pump House to store personal property of its own or of its members unless such personal property is used in connection with Ice Farming. The Pump House shall not be accessible to or by the general public or community groups.

C. DCC acknowledges and understands that the Quarry Park is 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. DCC agrees that the City shall ultimately determine the appropriate use of Quarry Park and shall decide any disputes between DCC and any other users.

D. DCC's use of Quarry Park or performance of Ice Farming shall in no way limit or restrict the City's or the public's use of Quarry Park or the City's access to the Ice Farming Infrastructure, except that the public's use of Quarry Park may be temporarily disrupted while Ice Farming is occurring. City shall continue to enjoy unlimited access to Quarry Park and the Ice Farming Infrastructure during the Term of this Agreement.

E. DCC shall be responsible for all of its employee compensation, if any, in connection with Ice Farming and construction of the Ice Farming Infrastructure, including but not limited to payroll and all other expenses. DCC's staff members and volunteers shall be employees or agents solely of DCC and not employees or agents of City. DCC's activities authorized under this Agreement shall be completed by DCC at no cost to City.

F. Except for the Water Service Line, DCC shall be responsible for maintaining the Ice Farming Infrastructure and its own personal property in a safe, legal, and properly maintained manner at DCC's sole expense. DCC shall prohibit the use of any unsafe, illegal, or deficient equipment at or within Quarry Park.

VIII. Representations and Warranties.

A. City makes no representation that Quarry Park is suitable for any particular purpose or specific uses and DCC accepts Quarry Park in "as is" condition without representations or warranties of any kind.

B. DCC represents and warrants that it shall perform its duties in a professional and diligent manner in the best interests of the City and in compliance with all applicable laws.

C. DCC represents and warrants that DCC and all personnel or volunteers performing Ice Farming shall have sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements, if any.

IX. Restoration, Alterations and Improvements.

A. DCC agrees to exercise reasonable care in performance of the construction of the Ice Farming Infrastructure and while Ice Farming. Prior to expiration of the Term or upon request of the City, DCC shall restore any portions of Quarry Park disturbed or damaged from DCC's activities under this Agreement to the equivalent of their original condition at the time of execution of this Agreement or better, including but not limited to: smooth out uncompacted soil and ruts and seed with native species appropriate for the location. Any significant tree removal must follow the Uniform Development Code and appropriate tree replacement requirements; planted seedlings that currently exist shall be identified and replaced with same species with proper browse protection. Any erosion control blanket, straw or the like for the purpose of erosion control and soil stabilization used must be "weed free certified" and fully photo-degradable—no plastic netting is permitted. Restoration of damaged portions of Quarry Park shall be at DCC's sole cost and expense.

B. Except as explicitly permitted by this Agreement, DCC shall not make any alterations or improvements to Quarry Park without the prior written consent of the City and then only upon the terms and conditions which may be imposed by the City. DCC agrees to pay to the City upon demand the reasonable costs incurred by the City to repair any damage done to Quarry Park by DCC, its employees, servants, volunteers, agents, contractors, invitees, and licensees.

C. Prior to commencing any improvements or alterations, DCC shall submit to the City a project proposal request along with detailed plans in the form required by the City. A copy of the City's current form of Project Proposal Request is attached to this Agreement as Exhibit E. 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 permits are secured. All construction shall conform to all applicable laws.

D. Not less than thirty (30) days prior to commencement of construction of an alteration or improvement within Quarry Park, DCC will provide the City with sufficient proof of required insurance as discussed in Section XIV below. Such proof of insurance is subject to approval by the City Attorney before the commencement of construction of the alteration or improvement.

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

X. Termination or Expiration of Agreement.

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

Farming Infrastructure or stops performing Ice Farming exclusive of weather conditions that do not allow for Ice Farming to be performed. However, there may be situations that temporarily suspend or disrupt Ice Farming and, in such an event, DCC shall request to the City in writing for approval of such suspension or disruption of the performance of Ice Farming. If the City approves DCC's request, it shall be in writing and the written approval shall prohibit the City from termination under this provision.

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

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

D. Immediately. The City may terminate this Agreement immediately on written notice to DCC if the City believes in good faith that the health, welfare, or safety of Ice Farmers, users and/or the general public of Quarry Park would be placed in immediate jeopardy by the continuation of DCC's activities under this Agreement.

E. Surrender Possession.

1. Upon termination or expiration of this Agreement, whichever occurs first, DCC shall surrender possession of Quarry Park and the Pump House to the City in as good condition and state of repair as Quarry Park was in at the time DCC took possession or as good as condition and state of repair the Pump House was in after construction. Prior to the termination or expiration of this Agreement, DCC shall comply with the restoration requirements under Section IX above.

2. Prior to expiration of the Term or within fourteen (14) days of early termination, whichever occurs first, DCC shall remove its personal property from Quarry Park and the Pump House, EXCEPT that the Irrigation Supply Line may be abandoned in place to the satisfaction of the PFM Manager. The removed personal property shall remain exclusive property of DCC.

3. All personal property remaining at Quarry Park or within the Pump House upon expiration of the Term or fourteen (14) days after early termination, whichever occurs first, shall become exclusive property of the City, or, at the option of the City, DCC shall pay the City upon demand for any costs associated with abandonment, removal and/or disposal of said personal property.

XI. Independent Contractor.

Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the Parties or as constituting DCC or DCC's employees, agents or volunteers as an agent, representative, or employee of City for any purpose or in any manner whatsoever. DCC and its employees, agents and volunteers

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 DCC's employees, agents, or volunteers while so engaged, shall in no way be the responsibility of City.

XII. Assignment.

DCC shall not in any way assign or transfer its rights or interests under this Agreement. However, DCC may hire contractors to work on construction of the Ice Farming Infrastructure. Any contractor hired by DCC shall procure the required insurance coverages as described in Section XIV below and provide proof of coverage to City prior to conducting any work within Quarry Park. DCC shall remain primarily responsible for all work performed by any contractor or subcontractor.

XIII. Laws, Rules and Regulations.

A. DCC agrees to conduct its activities related to construction of the Ice Farming Infrastructure and Ice Farming 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 the City of Duluth. DCC shall not unlawfully discriminate and shall comply with all applicable federal and state laws regarding non-discrimination.

B. DCC agrees to procure, at DCC's expense, all licenses, permits and other authorizations necessary for carrying out its obligations under this Agreement.

C. DCC shall also comply with the terms and conditions stated in the permit from CN, a copy of which is attached as Exhibit F.

D. DCC shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees performing activities under this Agreement.

XIV. Insurance.

A. DCC, at its sole cost and expense, shall procure and maintain continuously in force Liability Insurance written on an "occurrence" basis under a Commercial General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of not less than \$1,500,000 for property damage liability. Insurance required in this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products - completed operations. Each year of the Term (or more frequently as reasonably requested by the City), DCC shall provide the City with Certificates of Insurance evidencing the required insurance coverage. The required insurance policies are subject to approval by the City Attorney, shall name the City as an additional insured and shall provide for at least 30 days' written notice to the City prior to the cancellation or modification of the policy. DCC shall provide copies of all

insurance policies required by this Agreement within 10 days of the City's written request. The City reserves the right to require DCC 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.

B. The City does not represent or guarantee that the types or limits of coverage required by this Agreement are adequate to protect DCC's interests and liabilities.

XV. Hold Harmless and Indemnification.

In the performance of its obligations under this Agreement or otherwise arising out of the construction, maintenance or operation of the Ice Farming Infrastructure by DCC, DCC 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 DCC, and including any and all damages to property to whomsoever belonging. All climbers, including climbers that are also members of DCC, climb at their own risk. Promptly after receipt by the City of notice of the commencement of any action with respect to which DCC is required to indemnify the City, the City shall notify DCC in writing of the commencement thereof, and, subject to the provisions of this Agreement, DCC shall assume the defense of such action, including the employment of counsel satisfactory to the City and the payment of expenses. This indemnification provision shall survive expiration or termination of this Agreement for any reason.

XVI. Reporting and Records Retention.

A. Reporting Requirements. No less than annually during the Term or upon request by the City, DCC shall provide documentation and data associated with construction and operation of the Ice Farming Infrastructure and Ice Farming, including but not limited to plans and specifications, utility usage and costs, as well as a summary of the Ice Farming process for that year (e.g., how many times Ice Farming was performed) and any other pertinent data that is discovered in the Ice Farming process that would help the process be duplicated by the City or a third party.

B. Records Retention. DCC acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all of DCC's books, records, documents, and accounting procedures and practices related to the operation and maintenance of the Ice Farming Infrastructure and Ice Farming are subject to examination by the City and the State Auditor for six (6) years from the date of termination or expiration of this Agreement. Upon twenty-four (24) hours advance written notice by the City, DCC shall provide all requested books, records, documents, and accounting procedures and practices related to the operation and maintenance of the Ice Farming Infrastructure and Ice Farming. DCC shall maintain all of its records relating to this Agreement Ice Farming Infrastructure and Ice Farming during the Term and for six (6) years after the termination or expiration of this Agreement.

XVII. Government Data Practices.

DCC shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the “Act”) , 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 DCC 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 DCC. If DCC receives a request to release the data referred to in the Act, DCC must immediately notify the City and consult with the City as to how DCC should respond to the request. DCC agrees to hold the City, its officers, agents, servants and employees harmless from any claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Act, including legal fees and disbursements.

XVIII. Notices.

Unless otherwise provided herein, notice to the City or DCC 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	Duluth Climbers Coalition
Attn: Property and Facilities Manager	Attn: Board President
1532 W. Michigan Street	1325 N. 59th Ave. W.
Duluth, Minnesota 55806	Duluth, Minnesota 55807
(218) 730-4430	(218) 260-9085

XIX. Taxes.

DCC shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of DCC’s use of Quarry Park, including real property and sales taxes, if applicable. The City may pay the same on behalf of DCC and immediately collect the same from DCC. DCC shall collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date.

XX. Alcohol, Tobacco, and Drug Use.

DCC shall not smoke or use tobacco products, alcohol or illegal drugs whatsoever at Quarry Park or as otherwise prohibited by state or local laws.

XXI. Incident Reports.

During the Term, DCC shall promptly notify the City in writing of any incident of injury or loss or damage to Quarry Park or to any employee, agent, user, participant or invitee occurring on or within Quarry Park resulting from activities performed under this Agreement. Such written report shall be in a form acceptable to the City’s Claims Investigator and Adjuster. A copy of City’s current form of Incident Report is attached hereto as Exhibit G.

XXII. General Terms and Conditions.

A. The recitals at the beginning of this Agreement are true and correct and are incorporated into this Agreement by reference.

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. The appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within St. Louis County, Minnesota.

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

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

E. This Agreement is to be construed and understood solely as an agreement between the Parties hereto and shall not be deemed to create any rights in any other person. No person, organization, or business shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the Parties hereto, may be waived at any time by mutual agreement between the Parties.

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

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

H. Time is of the essence in all provisions of this Agreement.

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.

K. 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.

L. The exhibits to this Agreement are as follows:

- Exhibit A Map of Quarry Park and Ice Farming Infrastructure
- Exhibit B Depiction of the Plumbing within the Pump House
- Exhibit C Plans and Specifications of the Pump House
- Exhibit D DCC Safety Manual
- Exhibit E Project Proposal Form
- Exhibit F CN Permit
- Exhibit G Incident Report

[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 CLIMBERS COALITION

By: _____
Mayor

By: _____

Printed Name: _____

Attest: _____
City Clerk

Its: _____

Dated: _____

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

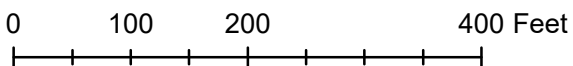
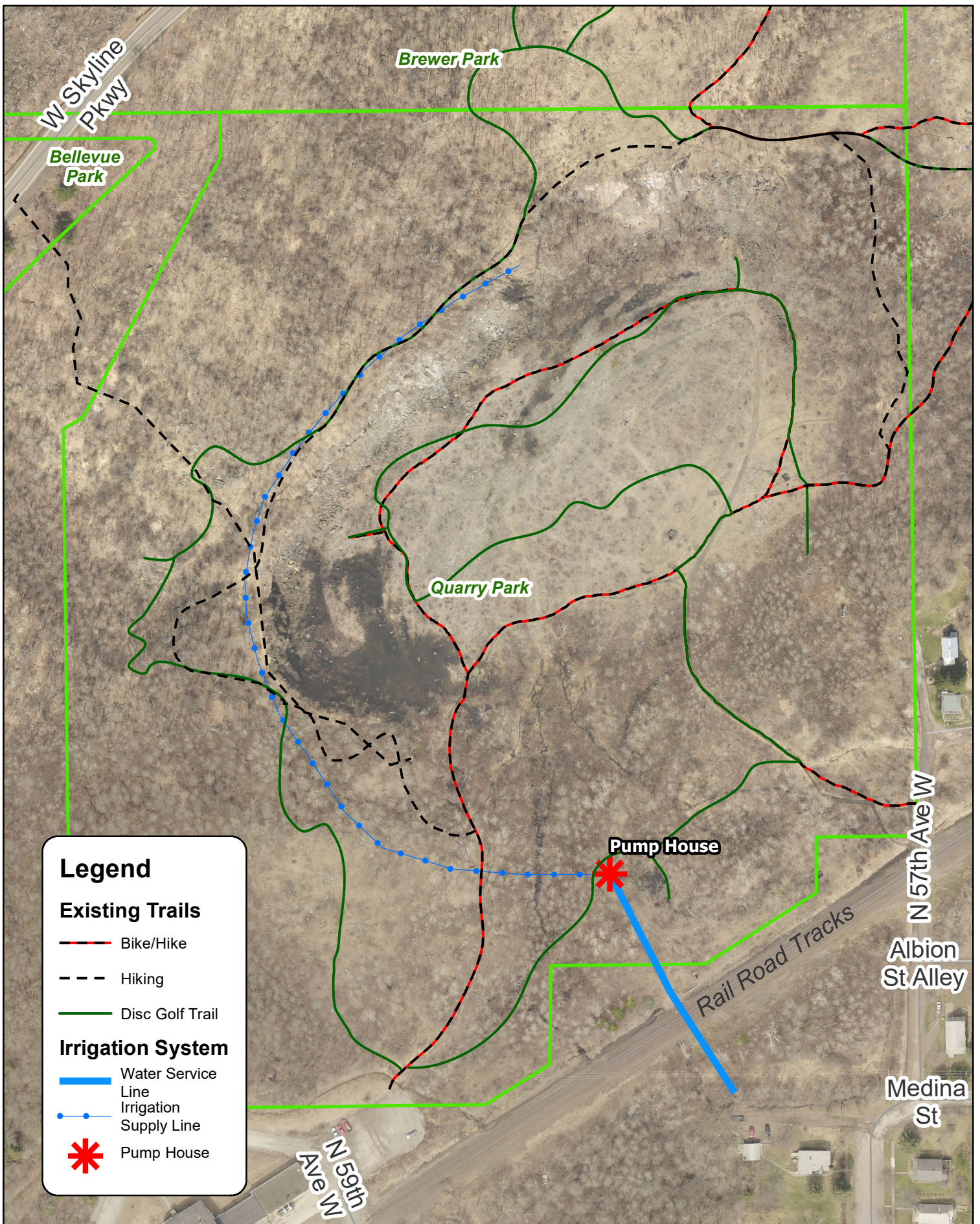


Exhibit A



Quarry Park Ice Farm Pump House Plumbing Diagram

EXHIBIT B

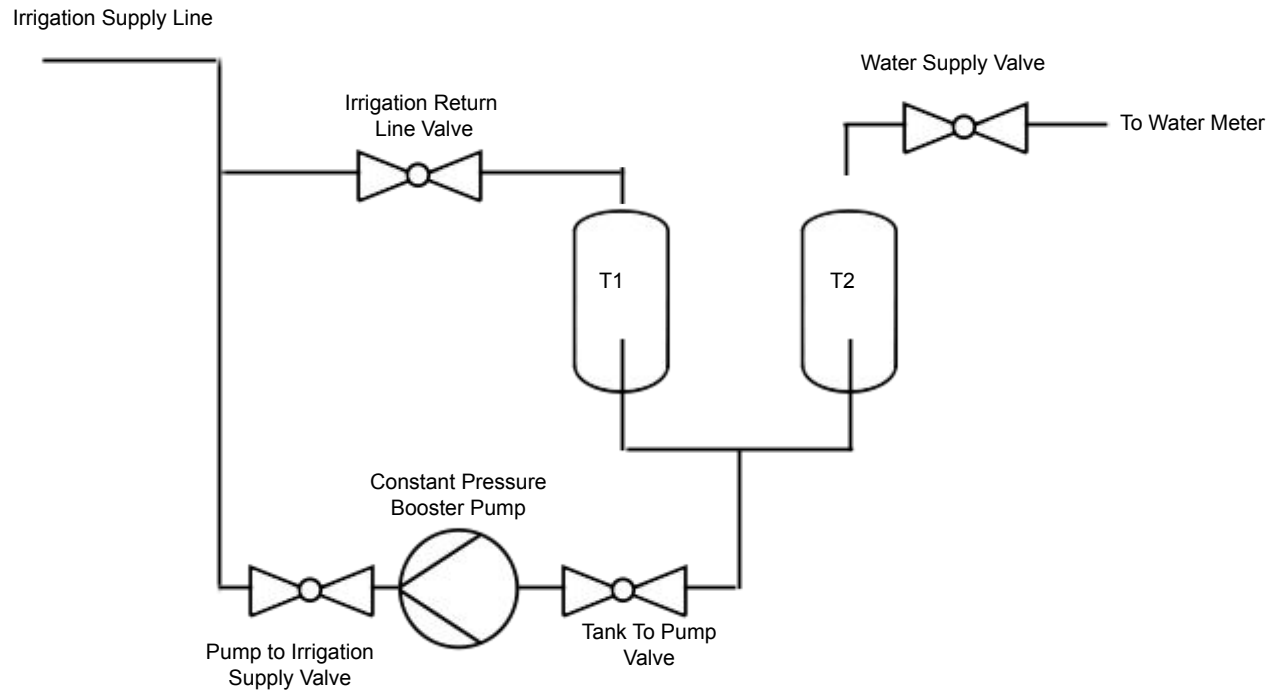
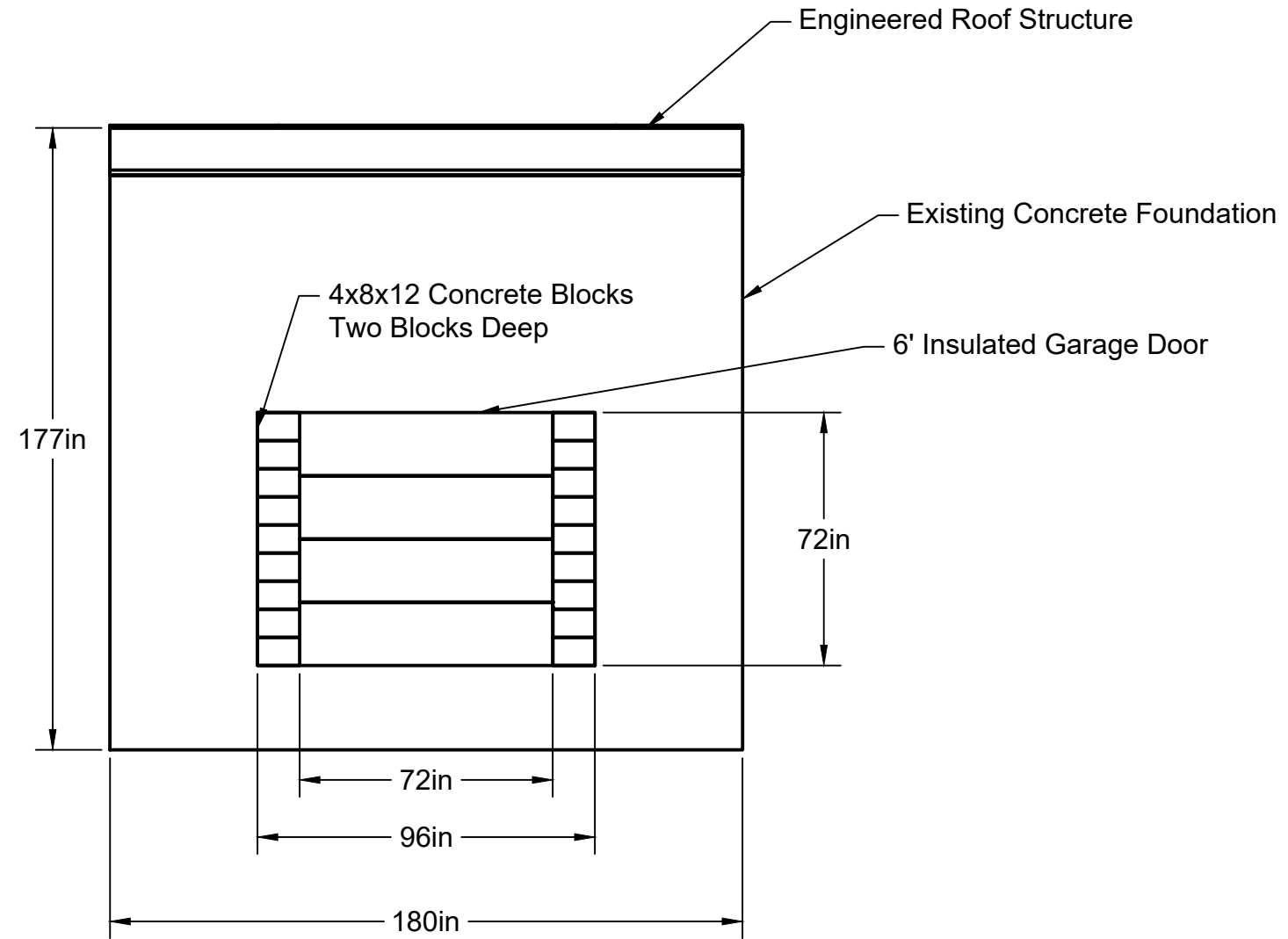
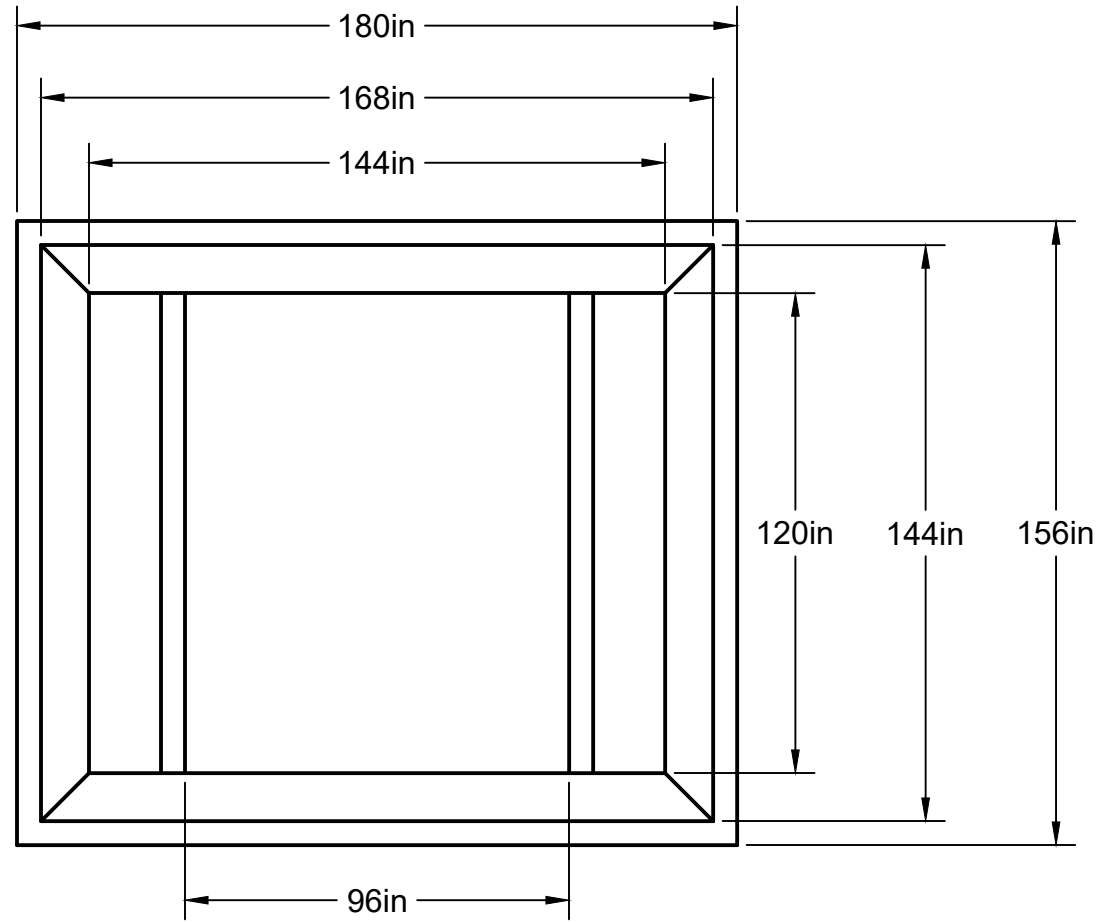


EXHIBIT C



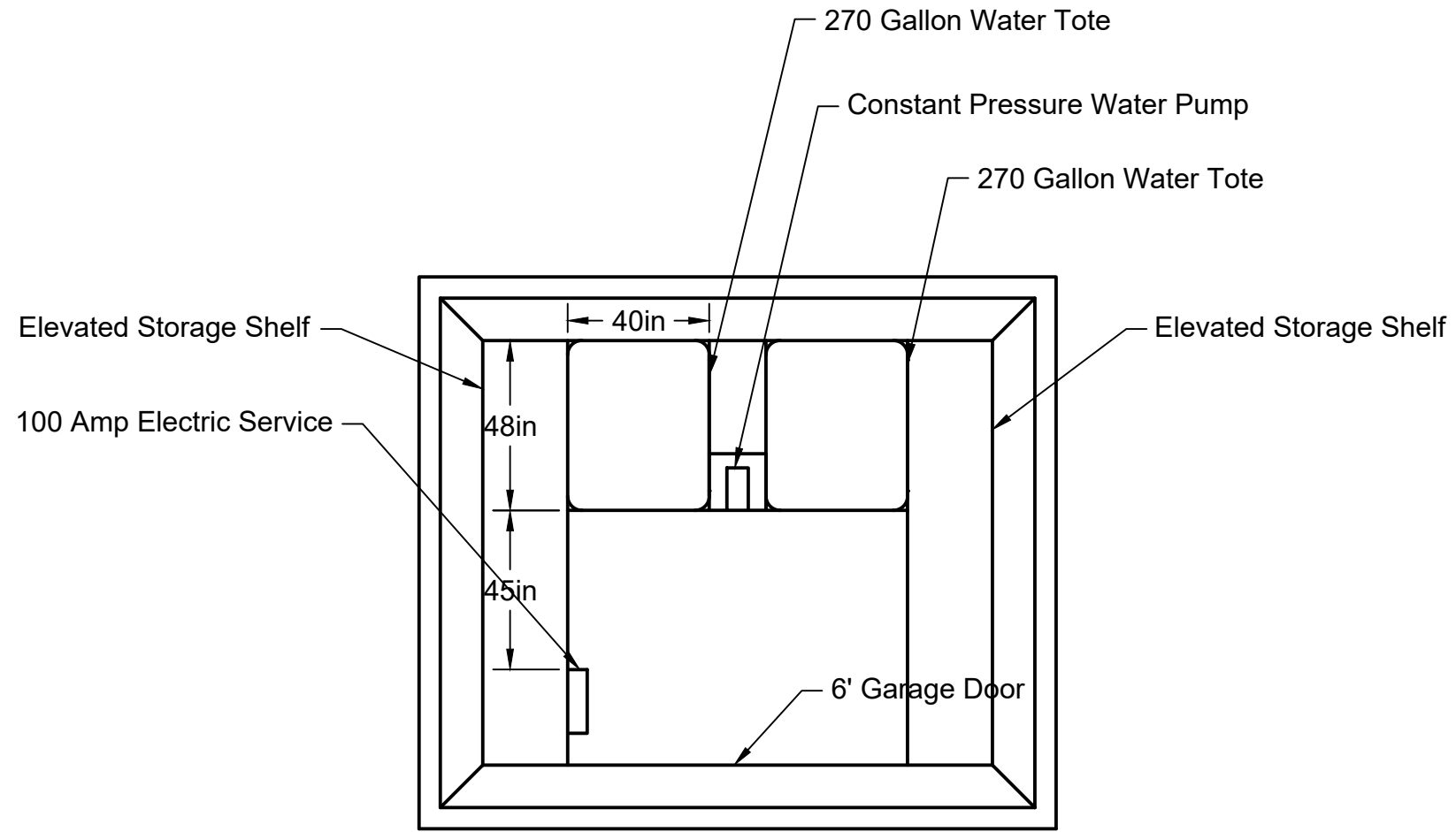
		PROJECT		
		quarry		
		TITLE		
		Irrigation Pump House		
APPROVED	SIZE	CODE	DWG NO	REV
CHECKED	B			
DRAWN	Nick Fleming	3/20/2020	SCALE 1/4" = 1'-0"	WEIGHT
			SHEET 1/5	

EXHIBIT C



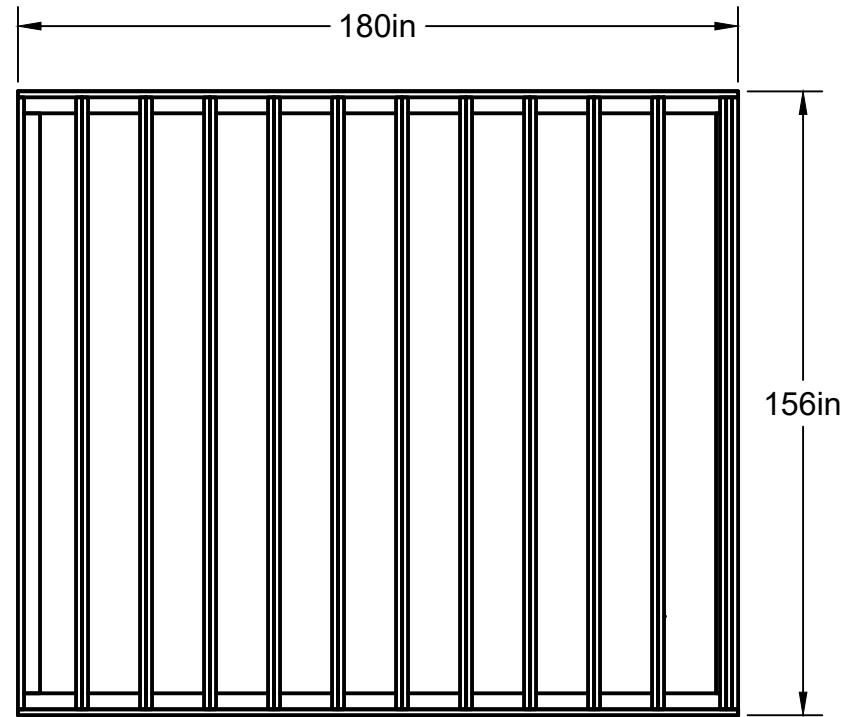
		PROJECT		
		quarry		
		TITLE		
		Irrigation Pump House		
APPROVED	SIZE	CODE	DWG NO	REV
CHECKED	B			
DRAWN	Nick Fleming	3/20/2020	SCALE 1/4" = 1'-0"	WEIGHT
			SHEET 2/5	

EXHIBIT C



		PROJECT		
		quarry		
		TITLE		
		Irrigation Pump House		
APPROVED	SIZE	CODE	DWG NO	REV
CHECKED	B			
DRAWN	Nick Fleming	3/20/2020	SCALE 1/4" = 1'-0"	WEIGHT
			SHEET 3/5	

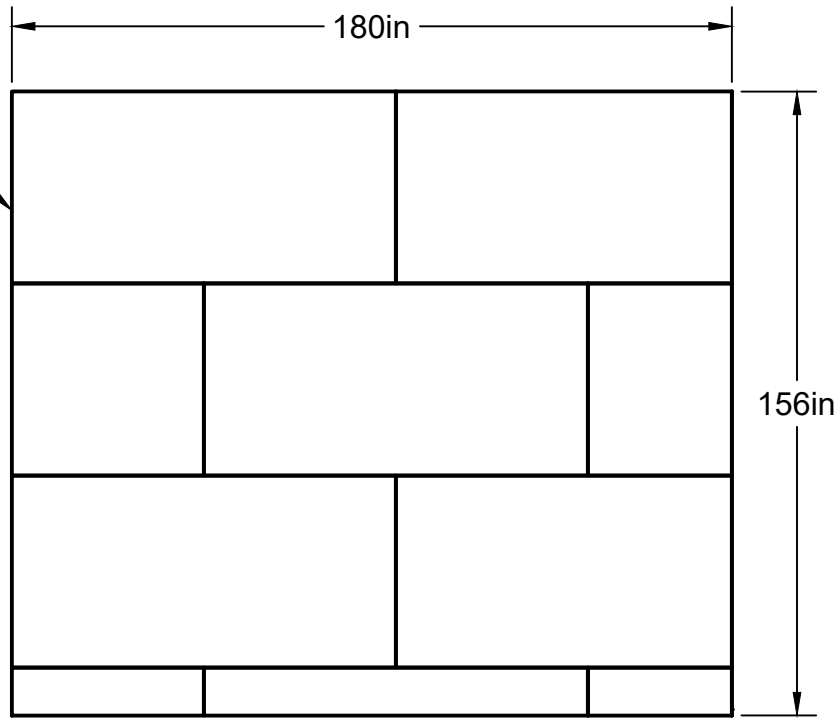
EXHIBIT C



	PROJECT			
	quarry			
	TITLE			
	Irrigation Pump House			
APPROVED	SIZE	CODE	DWG NO	REV
CHECKED	B			
DRAWN	Nick Fleming	3/20/2020	SCALE 1/4" = 1'-0"	WEIGHT
				SHEET 4/5

EXHIBIT C

3/4" Pressure Treated Lumber With Rubber Membrane



	PROJECT			
	quarry			
	TITLE			
	Irrigation Pump House			
APPROVED	SIZE	CODE	DWG NO	REV
CHECKED	B			
DRAWN	Nick Fleming	3/20/2020	SCALE 1/4" = 1'-0"	WEIGHT
			SHEET 5/5	

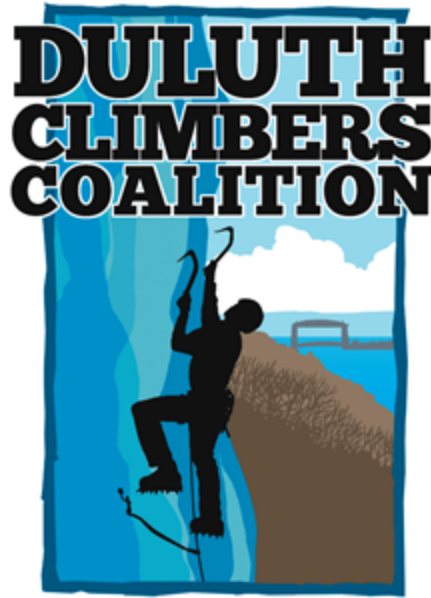
EXHIBIT D

Duluth Climbers Coalition

ICE FARM SAFETY MANUAL

Version 1.5

4/28/2020



LOLL Hawksboots Building

1325 N 59th Ave W

Duluth MN 55807

Preamble

Even when performed according to the most current best practices, Ice farming may require work on hazardous or slippery terrain that may be considered inherently dangerous and may result in serious injury or death.

DCC prides itself in mitigating risk and developing and adhering to safety protocols associated with farming ice.

All people choosing to participate in ice farming activities shall do so of their own free will and by doing so accept responsibility for their actions and any subsequent consequences. This document is not intended to, nor is it sufficient to replace qualified instruction for the skills, protocols and techniques described within.

1. DCC Ice Farm Safety Manual (v.1.4, 2020.4.23)

1.1. Purpose of this Manual

This manual is intended to be used as a reference specific to the Ice Farmer Technician procedures and policies for Quarry Park in Duluth, MN. This manual shall in no way direct, instruct, or provide training to any recreational or other climber seeking to use the end result of the farming process. Recreational Climbers climb at their own risk. Recreational Climbers should seek qualified instruction through an appropriate training organization. The Duluth Climbers Coalition does not provide direct recreational climbing instruction or programming. Additionally, this document does not address the ice farming process or procedures for farming ice. This document is designed as a conceptual approach to acceptable practices for Ice Farming Technicians at Quarry Park in Duluth, MN. Farming ice requires the Technician to be in close proximity to a cliff top slope and cliff edge. The technical aspects described here represent current practices gleaned from other ice farming operations and guidelines of operation informed by technical rope access and rock climbing industry practices.

Changes to this document shall be approved by the board of the Duluth Climbers Coalition who partners with the City of Duluth to manage various resources within Quarry Park.

1.2. DCC Mission and Scope

The Duluth Climbers Coalition is dedicated to preserving access to Duluth's diverse climbing resources and promoting quality climbing opportunities for enthusiasts of all disciplines.

The Duluth Climbers Coalition is a nonprofit 501(c)3 advocacy organization made up of local Duluth climbers, outdoor recreation educators, and business owners. Our goal is to secure and preserve access to climbing crags located within the city of Duluth, and to promote quality climbing opportunities for participants of all ages and abilities and across all climbing disciplines (bouldering, rock, ice, and mixed climbing).

1.3. Ice Farming Technician Prerequisites

All Ice Farming Technicians (ice farmers) must meet the following qualifications, which will be evaluated by the DCC Ice Farming Manager:

- Ice Farming Technicians shall hold an American Red Cross Adult CPR certification or equivalent.
- Ice Farming Technicians shall have adequate experience moving over rock and ice while utilizing standard climbing gear including crampons and technical ice tools.

1.4. Ice Farming Technician Safety:

Ice Farming Technicians (referred to as 'technicians') are exposed to and shall need to move over a variety of terrain including rock, snow, and ice. The process of ice farming will require technicians to work on cliff top slopes and in close proximity to cliff edges.

The following is a list of basic technician safety requirements:

- All technicians shall use extreme care and attention when working along or approaching any cliff top slope or edge and shall minimize any time spent there.
- When working at the cliff edge for any extended duration, a personal tether shall be used. Tethers shall have an MBS of 1500lbs. (6mm Sterling accessory cord has a MBS of 1,843lbs)
- Technicians shall use their judgment to determine if the terrain allows for the technician to stand, kneel or lie on their stomach at the cliff edge, temporarily, without a tether, to evaluate a farming site or route.
- Technicians shall wear a climbing helmet at all times while attached to a personal tether.
- Crampons or some form of shoe spikes or traction device shall be used by all technicians when ice or snow is present in the quarry.
- All anchoring material, personal tethers, harnesses, and any other equipment used shall meet or exceed standard climbing equipment ratings for the purpose they are designed for.

1.5. Equipment Use and Inspection

- All equipment used by any technician shall be inspected on initial use by the DCC Ice Farming Manager.
- Equipment inspection is the responsibility of the technician following the initial DCC manager inspection.

- All equipment shall be inspected by the technician prior to each use.
- Technicians shall demonstrate appropriate storage and regular inspection of all equipment used during the ice farming process.

1.6. Suggested Equipment Retirement Schedule

- Carabiners: Significant signs of wear, reduced function, or any damage
- Ropes: Significant signs of wear or damage, or 3-5 years
- Webbing: Significant signs of wear or damage, or 3-5 years
- Helmets: Significant signs of wear or damage, or 5-8 years
- Harnesses: Significant signs of wear or damage, or 3-7 years
- Belay devices, artificial gear: Significant signs of wear or damage, or reduced function

1.7. General Policies:

These policies apply to all ice farming activities:

- All Ice Farming Technicians shall complete an annual DCC release of liability form.
- Ice Farming Technicians shall have a complete first aid kit available to them at all times.
- Ice Farming Technicians shall wear closed-toe shoes during all activities.
- Ice Farming Technicians shall comply with all laws and rules of Duluth city parks. Exceptions include agreed upon ice farming hours which may occur after regular park hours. (Ice farming occurs principally at night)
- Ice Farming Technicians shall have access to a headlamp for any activities occurring after dark.
- An incident report shall be filled out for all accidents, near-misses, thefts, or other incidents. Incident reports shall be completed and given to the Ice Farming Manager within 24 hours of the incident. Incidents occurring within park boundaries shall be reported to the city by the Ice Farming Manager as required by City of Duluth policies.
- Signs shall be posted above, below, and at the entry to the park, clearly stating that ice farming is in process while any activities or farming is occurring.
- The Ice Farmer Technicians will at no time be working over the edge of the cliff.

1.8. Tether and Anchor Construction:

Temporary working anchors (not fixed anchors) and personal tethers will follow appropriate current industry practices as set forth by the Professional Climbing Instructors Association (PCIA) or equivalent organization. Personal tethers are intended to protect the Technician in the instance of a stumble, trip, or fall occurring in proximity to a cliff top slope or cliff edge. Tethers are a backup to the Technicians own balance and skill at moving over the terrain and should not be used as a primary anchor. The primary anchor of a Technician is always the technician themself.

The following guidelines are required for personal tethers:

- Monolithic tree connection points shall be a minimum of 5" DBH (Diameter Breast Height at 4.5 feet up from the ground)
- Tethers utilizing trees smaller than 5" DBH require two or more connection points connected via one primary master point as far back from the cliff slope or cliff edge as is reasonable.
- 6mm Sterling accessory cord (1843 MBS), or other climbing specific rated equivalent, shall be the minimum diameter cord used in a single strand personal tether.
- Tethers utilizing removable artificial climbing anchors require a minimum of 3 pieces; if supplementing a natural connection point (tree) 1 or 2 may be used.
- Tethers shall be tied off to the connection point(s) utilizing a backed up bowline, figure 8 rethread, locking carabiner, or other appropriate connection.
- Technicians shall be connected to their tethers in the following ways:
 - 9mm or less diameter cord: overhand on a bight, figure 8 on a bight, clove hitch with several feet of excess tail (or hard closed by clipping a knot on a bight to a carabiner on a full strength harness connection point) connected by a locking carabiner to a full strength harness connection point.
 - 9mm or greater diameter cord: all previous options are available, or the use of an Assisted Braking Device-ABD (Grigri, Cinch, Eddy) or an ascender/rope clamp. Backup knots shall be used with any ascender or ABD any time the Technician's hand releases the braking strand.

1.9. Risk Management

1.9.1. Incident Reports:

The purpose of an incident report is to:

- Improve procedures and Ice Farming Technician awareness through documenting problems, evaluating trends, and finding potential solutions.
- Develop a reliable written record of incidents and subsequent treatment for Medical Responders.
- Give the DCC and its board legal means for defense in case of legal action.

1.9.2. Procedures:

- Ice Farming Technicians will turn in incidents reports to the DCC Ice Farming Manager within 24 Hours.
- Incidents reports will be filled out for:
 - First aid provided.
 - Any incident that would be useful to document for analysis of trends (bee stings, slip/fall, poison ivy, etc.)
 - Any incident that might result in a recommended program or policy change.



EXHIBIT E
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

EXHIBIT F



www.cn.ca

Southern Region

Joseph Wojcik
IC Track Design Technician

17641 S Ashland Ave.
Homewood, IL. 60430
T 708-332-4739

October 25, 2019

File: 6987-W

City of Duluth Parks Department
411 W 1st Street
Duluth, MN. 55802

This is in response to your submission of May 27, 2019 whereby you propose to install a water line underground at Mile Post 2.34 on the Missabe subdivision, in Duluth, Minnesota.

According to your plans as submitted, this installation will be located entirely within the Road Right of Way 57th Avenue West therefore we will not require a separate **License Agreement or charge a license fee. This crossing will be filed under number 6987-W.**

The Water line shall be located a minimum of 15' below bottom of Rail and be a minimum of four feet between wire lines, if any. Accessible emergency shut-off must be installed (If Applicable). The entire installation operation shall be so conducted as to guarantee uninterrupted train operation, and upon completion of the installation, the Railroad Company's property shall be left in a neat and level condition with all pits filled and thoroughly compacted.

This office shall receive 5 days notice, exclusive of weekends and holidays, before any work is performed in the vicinity of the track. Such notice shall only be accepted from the owner or their duly authorized agent. Once execution of the agreement is complete and you have submitted a completed flagging and cable request form, you must contact Flagging_US@CN.CA to set up flagging and signal locate before any work. The Utility must prepay the railroad for all anticipated flagging and cable location costs which are to be calculated pursuant to the Request for Flagging Services and Cable Location form.

The Water line shall be installed by a reliable and qualified contractor with proper equipment and well versed in the process. The Contractor shall carry suitable Workmen's Compensation Insurance with limits to meet all statutory requirements

and shall furnish the Railroad with a certificate of such insurance as evidence of compliance prior to commencement of work.

The Railroad shall be reimbursed for any necessary expenses it has incidental to the installation of the facilities, including plan review, project set-up and inspection charges. **There is a non-refundable administrative fee of \$1350.00 paid Make checks payable to CN Railroad Company.** The administrative fee must be paid in advance of the commencement of any work to cover Railroad's cost of onsite plan review and administrative coordination and documentation.

WARNING: THIS INSTALLATION MAY BE CROSSING ONE OR MORE BURIED FIBER OPTIC CABLES LOCATED ALONG RAILROAD'S RIGHT-OF-WAY. ANY DAMAGE TO THESE CABLES WILL BE THE SOLE RESPONSIBILITY OF THE OWNER OF THE FACILITIES BEING INSTALLED. THE PRIME CONTRACTOR SHALL NOTIFY THE "ONE-CALL" SYSTEM PRIOR TO ANY EXCAVATION AND SHALL PROVIDE THE RAILROAD INSPECTOR WITH THE AUTHORIZATION NUMBER.


THE RAILROAD HAS BURIED SIGNAL CABLES AT MOST ROAD CROSSINGS. THESE CABLES WILL NOT BE LOCATED THROUGH THE ONE-CALL SYSTEM AND WILL ONLY BE LOCATED BY PROVIDING THE ADVANCE NOTICE AS PREVIOUSLY DESCRIBED IN THIS LETTER.

It is the applicant's responsibility to forward all pertinent information contained herein to the contractor and/or sub-contractor to attain a safety certification with www.contractororientation.com. All installations and work must comply and conform with the requirements of the Field Engineer's letter.

Kindly have the Authorized representative of City of Duluth Parks Department acknowledge their understanding of Railroad's requirements by signing duplicate copy and returning one copy to me.

**Very truly yours,
Joseph Wojcik
IC Track Design Technician**

**TERMS AND CONDITIONS ACCEPTED:
City of Duluth Parks Department
Applicant**

BY: 
Signature

DATE: 10/31/19

JAMES M. SHOBERG, SR. PARKS PLANNER
Printed Name and Title

EXHIBIT G

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.

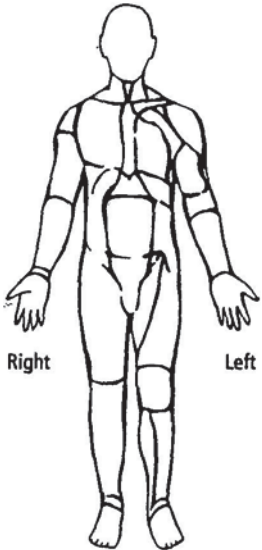
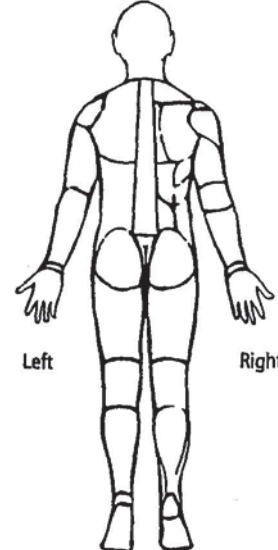
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury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

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 Estimated speed: _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow	<input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> Unpaved <input type="checkbox"/> Ice	<input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor	

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: _____