

Exhibit 1

WHEELER FIELDHOUSE LEASE AGREEMENT BY AND BETWEEN THE CITY OF DULUTH AND ARROWHEAD YOUTH SOCCER ASSOCIATION

THIS LEASE AGREEMENT (this “Agreement”) is by and between the CITY OF DULUTH, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota (the “City”) and ARROWHEAD YOUTH SOCCER ASSOCIATION, a Minnesota non-profit corporation (“Tenant”). The City and Tenant are collectively referred to as the “Parties.”

WHEREAS, the City owns real property, various improvements, fixtures and personal property located at 3501 Grand Avenue, Duluth, Minnesota 55807, and more commonly known as the “Wheeler Athletic Complex.” The Wheeler Athletic Complex includes a building known as the “Wheeler Fieldhouse” that contains offices, a community room, restrooms, and other spaces. The Wheeler Athletic Complex and the Wheeler Fieldhouse are depicted on the attached Exhibit A; and

WHEREAS, Tenant provides fun and safe soccer opportunities to youth and teenagers in the community through recreational and competitive programming (the “Soccer Program”); and

WHEREAS, Tenant desires to lease a portion of the Wheeler Fieldhouse to house its administrative office for the operation of the Soccer Program (the “Administrative Services”); and

WHEREAS, the City desires to lease a portion of the Wheeler Fieldhouse to Tenant for Tenant’s use in connection with the Administrative Services.

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

I. Administration.

For purposes of administering this Agreement, the City shall act through its Property and Facilities Manager or their designee (the “Manager”), and Tenant shall act through its Executive Director or their designee.

II. Leased Premises.

A. The City leases to Tenant, on the terms set forth in this Agreement, the “Leased Premises” which includes: (i) exclusive use and possession of the two offices depicted on the attached Exhibit B (the “Exclusive Space”), and (ii) non-exclusive use of the common areas of the Wheeler Fieldhouse, including the hallways, bathrooms, and community room (the “Non-Exclusive Space”). The Leased Premises includes the Exclusive Space and the Non-Exclusive

Space. Tenant's use of the Leased Premises shall be limited to conducting the Administrative Services in support of the Soccer Program.

B. Tenant acknowledges and understands that the Wheeler Fieldhouse is a public facility that requires the cooperation of all users and coordination of activities. This cooperation includes ingress and egress and use of amenities and related improvements. Tenant understands and acknowledges that the Manager shall ultimately determine the appropriate use of the Wheeler Fieldhouse and shall decide any disputes between Tenant and any other users of the Wheeler Fieldhouse.

C. Tenant is taking the Leased Premises "as is" in its present physical condition, and the City makes no warranty, either express or implied, that the Wheeler Fieldhouse or the Leased Premises are suitable for any purpose. The City is not obligated to make any alterations or improvements on or to the Leased Premises, or to provide any maintenance of the Leased Premises except as expressly required by Section VI below.

D. Tenant's use of the community room located in the Non-Exclusive Space (the "Community Room") must be scheduled and duly noted on the Wheeler Fieldhouse usage calendar prior to use. Tenant's use of the Community Room is subject to availability, and Tenant is not guaranteed priority of its reservation requests. The Manager reserves the exclusive right to cancel and/or reschedule Tenant's use of the Community Room should an unforeseen scheduling conflict arise. Tenant's use of the Community Room shall be without additional charge. Following its use of the Community Room, Tenant shall insure the Community Room is cleaned and in orderly condition and shall pick up all paper, garbage, and other debris generated from its use.

III. Term and Termination.

A. Term.

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall be deemed to commence on October 1, 2021, and shall expire on the end of the day on September 30, 2024, unless earlier terminated (the "Term"). "Year One" shall be defined as the period October 1, 2021 through September 30, 2022. "Year Two" shall be defined as the period October 1, 2022 through September 30, 2023. "Year Three" shall be defined as the period October 1, 2023 through September 30, 2024.

B. Termination.

1. Abandonment. The City may terminate this Agreement with thirty (30) days written notice to Tenant if the City determines that Tenant has abandoned the Leased Premises or has stopped providing the Soccer Program, or both.

2. For Cause. The City may unilaterally terminate or suspend this Agreement immediately 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, 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 attorney's fees.

3. Without Cause.

a. This Agreement may be terminated without cause by the City by serving at least ninety (90) days' written notice upon Tenant.

b. This Agreement may be terminated without cause by Tenant by serving at least three (3) days' written notice upon the City.

4. Immediately. The City may terminate or suspend this Agreement immediately if the City believes in good faith that the health, welfare or safety of the Wheeler Fieldhouse or the Leased Premises, or occupants, users or neighbors would be placed in immediate jeopardy by the continuation of Tenant's operations on the Leased Premises.

5. Right of Reentry. In the event the City terminates this Agreement for any reason or for no reason, in addition to other rights or remedies it may have, the City 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.

C. Surrender Possession.

1. Upon termination or expiration of this Agreement, whichever occurs first, 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 and damage from the elements excepted. Tenant shall restore the Leased Premises to its original condition at the time of execution of this Agreement, normal wear and tear and damage from the elements excepted, or, upon demand, pay to the City the reasonable costs incurred by the City to restore the Leased Premises as required by this Agreement.

2. Prior to expiration of the Term or within five (5) days of early termination, as applicable, Tenant shall remove its personal property from the Leased Premises. The removed personal property shall remain exclusive property of Tenant.

3. All personal property remaining at the Leased Premises upon expiration of the Term or five (5) days after early termination, as applicable, shall become exclusive property of the City.

IV. Rent.

A. Tenant shall pay monthly rent, in advance, during the Term. During Year One, Tenant shall pay rent in the amount of \$200.00 per month. During Year Two, Tenant shall pay

rent in the amount of \$225.00 per month. During Year Three, Tenant shall pay rent in the amount of \$250.00 per month.

B. Tenant acknowledges that the City is leasing the Leased Premises to Tenant at a reduced rate because of the public benefit of the Soccer Program. This reduced rate is specifically conditioned upon Tenant's continuation of the Soccer Program throughout the Term.

C. All rent shall be due and payable on or before the first day of each month. All payments made to the City shall be mailed to the City Auditor, 411 W. 1st Street, Room 107, Duluth, MN 55802. Rent payments shall be deposited in Fund 205-130-1219-4803 (Parks Fund, Community Resources, Parks Operating, Rent Revenues).

V. Tenant Responsibilities.

A. Tenant, at its sole expense, shall maintain the Exclusive Space in a safe and reasonable state of repair, normal wear and tear excepted, including cleaning of interior windows located in the Exclusive Space. Tenant shall remove and properly dispose of all litter and other waste it produces into trash and recycling containers designated and/or provided by the City. Tenant will comply with the City's recycling requirements established by the City's Energy Coordinator, which are subject to unilateral change by the City during the Term.

B. Tenant shall keep the Exclusive Space free from rodents, insects, and other pests. 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 sole cost and expense of this service shall be the responsibility and obligation of Tenant. In the alternative, the City may pay a pest exterminating contractor on behalf of Tenant and immediately collect the same from Tenant, or reduce any amount owed to Tenant by the City pursuant to this Agreement.

C. Tenant shall be responsible for maintaining its own equipment in a safe, legal, and properly maintained manner at Tenant's sole expense. Tenant shall prohibit the use of any unsafe, illegal, or deficient equipment on the Leased Premises.

D. Tenant shall be solely responsible for any losses or damages caused by Tenant, including its employees, agents, volunteers, or program participants, to the Leased Premises, or to any personal property owned by the City.

E. Tenant is solely responsible for storage, theft, and/or vandalism of the Exclusive Space and its personal property, equipment, tools, and machinery.

F. Tenant shall follow all established written and unwritten policies, procedures, and instructions of the City regarding premises and/or building safety and security, including, but not limited to, securing exterior doors. Tenant shall immediately report any safety or security issues or concerns to the City's Police Department and the Manager.

G. Tenant shall maintain the thermostat setting at a reasonable level to conserve energy. Tenant shall immediately notify the Manager of any heating problem so that the heating system can be checked and/or maintained so that it is functioning properly.

H. Tenant shall comply with the City's verbal and written guidelines and instructions relating to recycling, energy efficiency, and maintenance applicable to the Leased Premises.

I. Tenant, at its sole expense, shall be responsible for telephone, cable television, and/or internet services and/or other utilities or services not specifically mentioned in this Agreement should Tenant wish to have such services.

VI. City Responsibilities.

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

B. The City shall, at its expense, maintain the Wheeler Fieldhouse in a safe and reasonable state of repair, normal wear and tear excepted, except for the obligations of Tenant as to the Exclusive Space.

C. The City shall be responsible for snow removal from the Wheeler Fieldhouse parking lot and sidewalks and related grounds maintenance at the Wheeler Fieldhouse to the same level as currently provided.

VII. Access.

A. The City shall have unlimited access to the Leased Premises during the Term for the purposes of inspection and to ensure Tenant's compliance with this Agreement. Except in the case of an emergency, the City shall provide Tenant with reasonable notice prior to accessing the Exclusive Space. Tenant shall not change the locks or otherwise prohibit or inhibit the City's access to any portion of the Leased Premises.

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

C. Tenant shall not make copies of any keys for the Leased Premises. All keys shall be promptly returned to the Manager upon termination or expiration of this Agreement.

VIII. Alterations or Improvements.

A. Tenant may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises only upon advance written approval from the City, which approval may be withheld in the City's sole discretion. All such improvements or alterations (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, Tenant shall submit to the City a Project Proposal Request along with detailed plans using the form of Project Proposal Request attached as Exhibit C. The Project Proposal Request 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 state law and the Duluth City Code.

B. Not less than thirty (30) days prior to commencement of any construction, alteration or improvement to the Leased Premises, Tenant must provide the City with sufficient proof of any insurance required by the City in its sole discretion, as determined by the City's Claims Investigator and Adjuster.

IX. Insurance and Indemnification.

A. During the Term, Tenant shall maintain such insurance coverage as required by this Agreement and as will protect Tenant and the City against risk of loss or damage to the Leased Premises and against claims that may arise or result from the lease of the Leased Premises. Tenant shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Commercial General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of not less than \$1,500,000 for property damage liability. Tenant shall procure and maintain in force legally required Statutory Minnesota Workers' Compensation Insurance and provide evidence thereof to the City.

B. Insurance required by 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. Tenant shall provide Certificates of Insurance to the City evidencing the required insurance coverage. The insurance policies must be acceptable to the City Attorney and must include a 30-day written notice of cancellation, non-renewal, or material change provision in favor of the City. Except for worker's compensation insurance and professional liability insurance policies (if any), the Certificates of Insurance shall name the City as an additional insured. Certificates showing that Tenant is carrying the required insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and certificates of insurance showing continued maintenance of all required insurance shall be provided to the City during the Term. The insurance policies shall provide that the policies shall not be changed or canceled during the Term without at least 30 days' advance notice being given to the City.

C. The City reserves the right to require additional types of insurance and to increase the coverage limits of any required insurance, in its reasonable discretion.

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

E. The City does not, by entering into this Agreement, intend to waive any legal immunities, defenses, or liability limits that maybe available.

F. 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.

G. Tenant shall 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 Tenant, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of Tenant, arising out of, related to or associated with this Agreement, maintenance or use of the Leased Premises by Tenant or performance of its obligations under this Agreement. Promptly after receipt by the City of notice of the commencement of any action with respect to which Tenant is required to indemnify the City, the City shall notify Tenant in writing of the commencement thereof, and, subject to the provisions of this Agreement, Tenant shall assume the defense of such action, including the employment of 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 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 Tenant. This indemnification provision shall survive expiration or termination of this Agreement for any reason.

X. Financials, Reporting, and Records Retention.

A. Tenant acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all Tenant books, records, documents, and accounting procedures and practices related to the lease of the Leased Premises 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 or the State Auditor, Tenant shall provide all requested books, records, documents, and accounting procedures and practices related to the lease of the Leased Premises.

B. Tenant shall maintain all records relating to the Leased Premises during the Term and for six (6) years after the termination, cancellation, or expiration of this Agreement.

XI. Independent Relationship.

A. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the Parties 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.

B. Tenant and its employees shall not be considered employees of the City and any claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Tenant's employees or agents while so engaged shall in no way be the responsibility of the City.

XII. No Assignment Allowed.

Tenant shall not in any way assign or transfer its rights or interests under this Agreement or sublet the Leased Premises or any portion thereof.

XIII. Laws, Rules, and Regulations.

A. Tenant shall make the Soccer Program available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the lease, use or maintenance 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 use the Leased Premises in compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

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

XIV. 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 of the Leased Premises, including real property and sales taxes, if applicable. It is further agreed that the City may pay the same on behalf of Tenant and immediately collect the same from Tenant, or reduce any amount owed to Tenant by the City pursuant to this Agreement. Tenant shall further be obligated to collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date.

XV. Government Data Practices.

A. Tenant shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Tenant under this Agreement.

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

XVI. Waiver.

The waiver by the City of any breach of any term, covenant, or condition in this Agreement shall not be deemed a waiver of any subsequent breach of same or any term, covenant, or condition of this Agreement.

XVII. No Third Party Rights.

This Agreement is to be construed and understood solely as an agreement between the Parties regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person, organization, or business shall have the right to 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, may be waived at any time by mutual agreement between the Parties.

XVIII. Communications.

The Parties agree 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 this Agreement.

XIX. Notices.

Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

Arrowhead Youth Soccer Association
Attn: Executive Director
3501 Grand Avenue
Duluth, MN 55807
(218) 624-1713

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

or to such other persons or addresses as the Parties may designate to each other in writing from time to time.

XX. Compliance With Agreement.

The rights of Tenant to lease and use the Leased Premises are subject to Tenant's compliance with the undertakings, provisions, covenants, and conditions set forth in this Agreement.

XXI. Applicable Law.

The law 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 this Agreement will be in and under those state and federal courts located within St. Louis County, Minnesota.

XXII. Amendments.

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

XXIII. Severability.

Tenant and the City agree that 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, then 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.

XXIV. Authority To Execute Agreement.

The Parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the 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.

XXV. Incident Reports.

Tenant shall promptly notify the Manager in writing of any incident of injury or loss or damage to the Leased Premises or to any employee, agent, user, participant or invitee occurring on or within the Leased Premises, except for damage to Tenant's personal property. Such written report shall be in the form of the City's Incident Report attached as Exhibit D.

XXVI. Entire Agreement and Counterparts.

This Agreement, including exhibits, constitutes the entire agreement between the Parties and supersedes all prior written and oral agreements and negotiations between the Parties relating to the subject matter hereof, including all prior leases between the Parties as to any portion of the Leased Premises. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party. The exhibits to this Agreement are as follows:

Exhibit A	Depiction of Wheeler Athletic Complex and Wheeler Fieldhouse
Exhibit B	Depiction of Leased Premises
Exhibit C	Project Proposal Request Form
Exhibit D	Incident Report Form

[Remainder of this page is intentionally left blank.]

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

CITY OF DULUTH

By: _____
Mayor

ATTEST:

City Clerk

Date Attested: _____

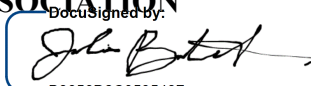
Approved as to form:

City Attorney

Countersigned:

City Auditor

**ARROWHEAD YOUTH SOCCER
ASSOCIATION**

By:  _____
DocuSigned by:
80050B200505407...

Its: Executive Director

Printed Name: Julien Bratek

Dated: 2/11/2022



The City of Duluth has the right to ensure that all 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 is not 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 it 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
WHEELER ATHLETIC COMPLEX



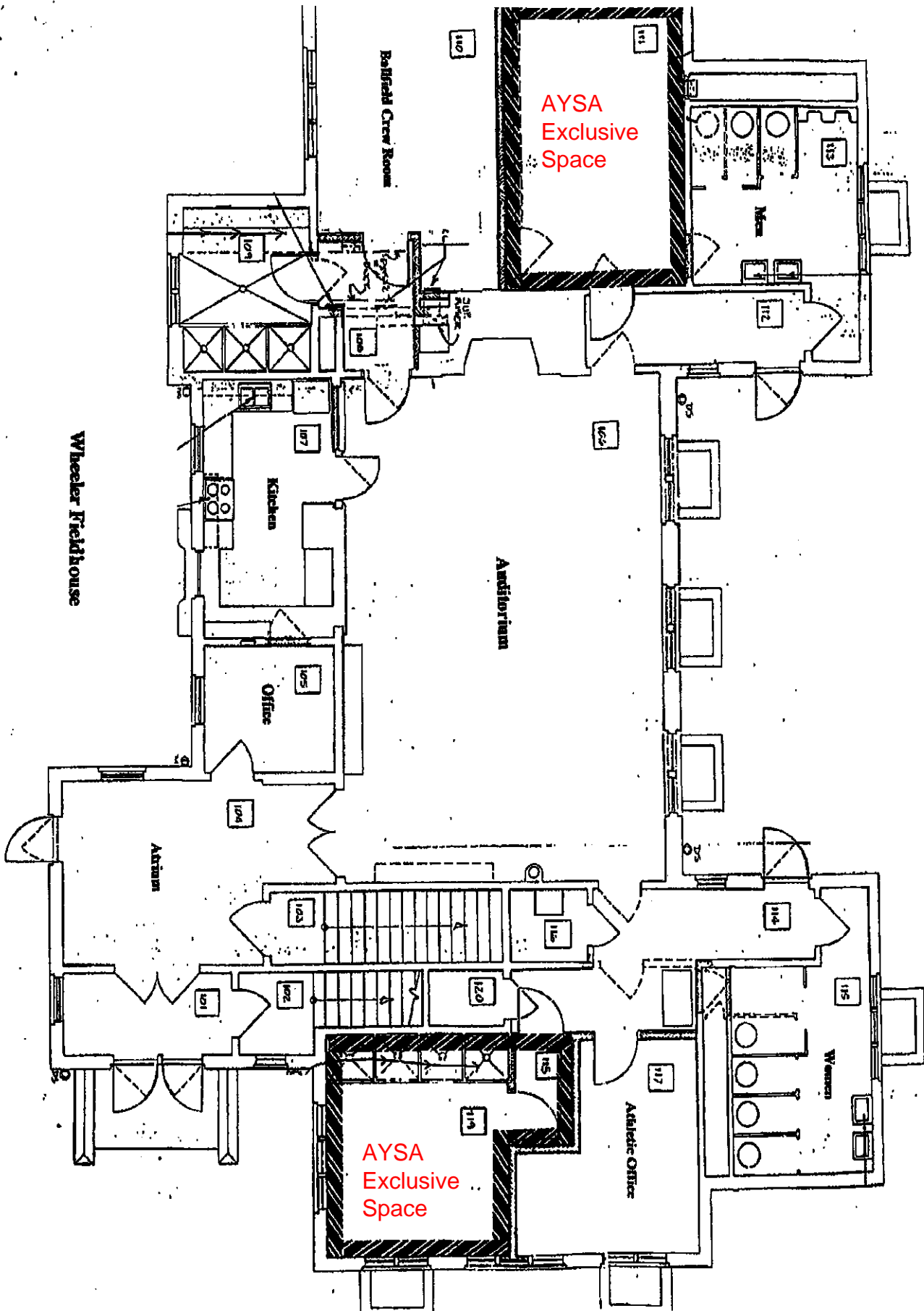
0 75 150 Feet
1 inch = 150 feet

photo date: 2016



Printed: 2/16/2018

EXHIBIT B





**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



CITY OF DULUTH - PARKS AND RECREATION PROJECT PROPOSAL FORM



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?



CITY OF DULUTH - PARKS AND RECREATION PROJECT PROPOSAL FORM



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):



CITY OF DULUTH - PARKS AND RECREATION PROJECT PROPOSAL FORM



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



**Public Administration Department
Parks and Recreation Division**

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218-730-4300 • www.duluthmn.gov/parks/index.cfm



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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



CITY OF DULUTH - PARKS AND RECREATION PROJECT PROPOSAL FORM



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?



CITY OF DULUTH - PARKS AND RECREATION PROJECT PROPOSAL FORM



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):



CITY OF DULUTH - PARKS AND RECREATION PROJECT PROPOSAL FORM



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 D

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:	Doctor/clinic name, address, phone number:	
<input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None		

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

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

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

City of Duluth Incident/Injury Report

CAUSE

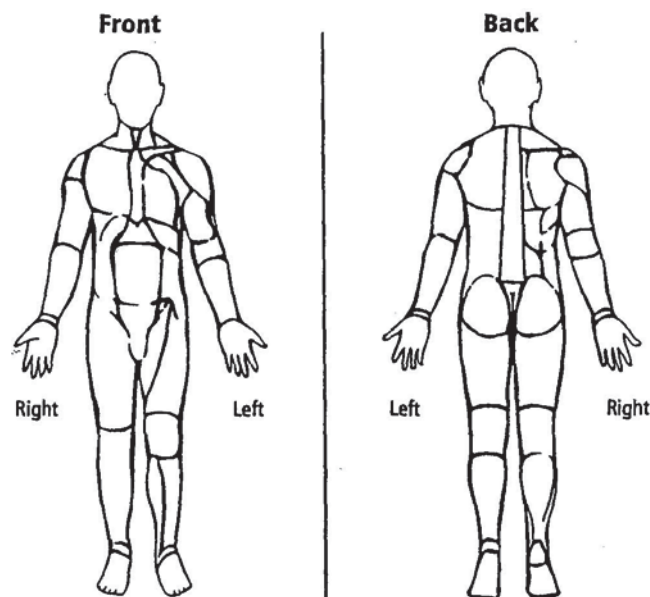
- ☐ Slip and fall
☐ Struck by equipment
☐ Lifting or moving
☐ Caught (in, on, or between)
☐ Needle puncture
☐ Object in eye (☐ Right ☐ Left)
☐ Repetitive/overuse
☐ Other (specify): _____

TYPE OF INJURY

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

MARK AREAS OF INJURY BELOW:

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



COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE

For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.

Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)

Incident Location: _____ Time of incident: _____ ☐ a.m. ☐ p.m.

Police called: ☐ Yes ☐ No

Police Traffic Accident Report ICR #:

**City vehicle,
property, or
equipment
involved**

Description:

Vehicle #:

Make/Model:

Year:

Describe damage:

**Non-city
vehicle,
property, or
equipment
involved**

Owner full name:

☐ Driver ☐ Passenger ☐ Other

Owner address:

Owner phone number:

Vehicle license #:

Make/Model:

Color:

Year:

Describe damage:

Weather conditions:

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

Roadway conditions:

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

Light conditions:

- ☐ Night
☐ Day
☐ Good
☐ Poor

Approximate temperature: _____ °F

Estimated speed: _____ mph

Vehicle: ☐ Loaded ☐ Empty

What was load: _____

Drug and/or alcohol test? ☐ Yes ☐ No ☐ N/A

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____