

**WASHINGTON CENTER LEASE AGREEMENT  
BETWEEN THE CITY OF DULUTH  
AND  
THE HILLS YOUTH AND FAMILY SERVICES**

THIS LEASE AGREEMENT (this “Agreement”) is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (the “City”), and THE HILLS YOUTH AND FAMILY SERVICES, a Minnesota non-profit corporation (the “Hills” or “Tenant”).

WHEREAS, the City owns a portion of the Washington Center building, located at 310 North First Avenue West, Duluth, Minnesota 55806, and is the beneficiary of easements over and across certain portions of the Washington Center building and the land on which it is located (collectively, the “Washington Center”); and

WHEREAS, Tenant is a non-profit corporation duly organized and existing under the laws of the State of Minnesota; and

WHEREAS, the mission of Tenant (its “Mission”) is to provide unwavering hope and opportunity for youth and families through youth programming services that benefit the community and its citizens and residents; and

WHEREAS, Tenant desires to lease certain office space at Washington Center, to use for the advancement of its Mission, including to provide youth programming to include safe, structured, age-specific, supervised learning activities (the “Services”). The Services offer academic achievement, cultural awareness, monitoring, healthy lifestyle development, social skill development, physical recreation activities, and service learning opportunities; and

WHEREAS, the City desires to lease to Tenant portions of the Washington Center as described herein.

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

**I. LEASED PREMISES**

A. The terms “Exclusive Space” (defined below) and “Non-Exclusive Space” (defined below) shall collectively be referred to as the “Leased Premises.”

1. Tenant shall have exclusive use of the following rooms in the Washington Center (collectively, the “Exclusive Space”): Rooms 100A, 100C, 102, 104, 106C, 107, 107E, 107A, 108, the 180 square foot bathroom located across the hall from Room 104, and the storage space consisting of 312 square feet within the locker room adjacent to the former pool (the “Storage Space”). The Exclusive Space is shown in red on the attached Exhibit A.

2. Tenant shall not be charged rent to use the Storage Space, but notwithstanding anything to the contrary within this Agreement, Tenant's right to use the Storage Space shall be subject to termination by the City's Property and Facilities Manager or his or her designee (the "PFM Manager") at any time in the PFM Manager's sole discretion. The PFM Manager shall also have the sole discretion to terminate Tenant's right to use the Storage Space and identify an alternative space or spaces for Tenant to use for storage purposes. If the PFM Manager identifies an alternative space or spaces for Tenant's use, the alternative space(s) will become a part of the Exclusive Space under this Agreement and a new Exhibit A shall be attached to and become a part of this Agreement to reflect the change.

3. Tenant shall have non-exclusive use of (i) the following indoor areas located on the first floor of the Washington Center: kitchen, hallways, bathrooms (not including the bathroom included in the Exclusive Space), gymnasium, and conference rooms; and (ii) the following outdoor areas of the Washington Center: the parking lot, sidewalks, entryways, green space and playground area (collectively, the "Non-Exclusive Space").

B. Tenant is taking the Leased Premises and all other rights conveyed by this Agreement "as is" in its present physical condition. The City makes no warranty, either express or implied, that the Leased Premises or Washington Center, or any personal property on or inside Washington Center is suitable for any purpose.

C. Tenant may only use the Leased Premises in furtherance of providing the Services.

D. Tenant acknowledges and agrees that (i) Tenant will use the Leased Premises to provide its Services; (ii) Tenant shall not interfere with other parties' right to use the Non-Exclusive Space, except when Tenant has reserved some portion of the Non-Exclusive Space for its exclusive use as permitted by this Agreement.

E. Tenant's rights with respect to the Leased Premises are subject to the terms set forth in the Restated and Amended Easement Agreement dated April 21, 1995 between the City, Artspace Projects, Inc. and Washington Studios Limited Partnership, a copy of which has been provided to Tenant (the "Easement Agreement").

## **II. TERM OF AGREEMENT.**

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on November 1, 2020, and shall expire on October 31, 2023, unless terminated early as provided for herein (the "Term").

## **III. RENT AND RESERVATION OF NON-EXCLUSIVE SPACE.**

Partial consideration by Tenant to the City for this Agreement shall be the public benefit provided by the Services. Therefore, the City agrees to a reduced rent from the City's current calculated market rent of \$10.00 per square foot.

A. Rent.

1. For the period November 1, 2020 through October 31, 2021, Tenant shall pay rent equal to \$3.90 per square foot, for base monthly rent in the amount of \$1,251.58 (\$3.90 x 3,851 sq. ft/12 months).

2. For the period November 1, 2021 through October 31, 2022, Tenant shall pay rent equal to \$4.65 per square foot, for base monthly rent in the amount of \$1,492.26 (\$4.65 x 3,851 sq. ft/12 months).

3. For the period November 1, 2022 through October 31, 2023, Tenant shall pay rent equal to \$5.50 per square foot, for base monthly rent in the amount of \$1,765.04 (\$5.50 x 3,851 sq. ft/12 months).

4. Full rent payments shall be due and payable, in advance, on or before the first day of each calendar month. Payments shall be mailed or delivered to the City Treasurer, Room 105 City Hall, 411 W. First Street, Duluth, Minnesota 55802. Rent payments shall be deposited in Fund 110-121-1222-4622 (General Fund, Public Administration, Facilities Management, Rent of Buildings).

B. Conference Rooms.

Use of the conference rooms located in the Non-Exclusive Space (the “Conference Rooms”) must be scheduled and approved in advance by the City’s Manager of Parks and Recreation or his or her designee (“Parks Manager”). Use of the Conference Rooms is subject to availability, and Tenant is not guaranteed priority of its reservation requests. The Parks Manager reserves the exclusive right to cancel and/or reschedule Tenant’s use of the Conference Rooms should an unforeseen scheduling conflict arise. Use of the Conference Rooms shall be without additional charge if prior written approval is properly obtained in advance by Tenant. All meetings and events held in the Conference Rooms must follow this criteria:

1. The meeting or event must be directly related to the Services.
2. At least one designated key holder of Tenant (a person who was directly assigned a key from the PFM Manager must be present for the entire duration of the event or meeting.
3. Tenant shall follow all security measures, criteria and protocol established by the PFM Manager, who may unilaterally change security measures, criteria and protocol during the Term (defined below).

C. Gymnasium.

Subject to availability, use of the gymnasium (the “Gymnasium”) must be scheduled and approved by the Parks Manager. The Parks Manager reserves the exclusive right to cancel and/or reschedule Tenant’s use of the Gymnasium should an unforeseen scheduling conflict arise. Use of the Gymnasium shall be without additional charge if prior written approval is

obtained in advance by Tenant; however, the Parks Manager has the option to begin charging additional rent for use of the Gymnasium at the then current established rental fees.

#### **IV. TENANT RESPONSIBILITIES.**

A. Tenant 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 thoroughly clean the kitchen located in the Non-Exclusive Space following each use by Tenant, and shall clean up after its own use of all other Non-Exclusive Space. Tenant shall remove and properly dispose of all litter and other waste it produces into Washington Center trash and recycling containers designated and/or provided by the City. Tenant shall keep the bathroom located in the Exclusive Space in a clean and orderly condition and shall replace all paper products as needed.

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

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 Washington Center, or to any personal property owned by the City when such program participants are in onsite in relation to the Services.

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

F. Tenant will follow the Safety and Operations Plan (defined below) and all established policies and procedures regarding safe and supervised usage of the Leased Premises and security for the Leased Premises, and will immediately report any concerns to the City.

G. Tenant agrees that it shall provide adult supervision of its program participants by a qualified representative of Tenant at all times. Further, Tenant shall be responsible for any injuries or damages occurring to its participants when such participants are in the control and custody of Tenant.

H. Tenant shall be responsible for installation and removal of its signage on the Leased Premises. The size, design, location, and wording of such shall be subject to the approval of the PFM Manager.

I. Tenant shall submit a written safety and operations plan (the “Safety and Operations Plan”) to the Parks Manager for approval prior to operating in the Leased Premises, which plan shall outline specific processes and procedures to ensure the health, safety, and welfare of participants of the Services, the public and Tenant’s staff and volunteers, including but not limited to cleaning and sanitization of the Leased Premises. Notwithstanding the Term, Tenant may not use the Leased Premises until the Safety and Operations Plan has been approved by the Parks Manager. The Safety and Operations Plan shall be updated during the Term at the City’s request.

J. Tenant shall comply with the City’s written guidelines and instructions relating to recycling, energy efficiency, and maintenance applicable to the Leased Premises, which written guidelines and instructions may be electronically provided by the City and are subject to unilateral change by the City during the Term. Tenant may have appliances in the Leased Premises only with the PFM Manager’s prior written approval. All appliances installed in the Leased Premises after the start date of the Term must be energy star certified.

## **V. CITY’S RESPONSIBILITIES.**

A. The City shall, at its expense, provide the following utilities and services: electric, natural gas, water, sewer, and garbage/recycling pick-up.

B. The City shall include Tenant on interior building directories and/or signage. City shall be responsible to maintain its signage within the Leased Premises.

C. Subject to the requirements of the Easement Agreement, the City shall, at its expense, provide major repairs and Non-Routine Maintenance to the structural and mechanical components of the Leased Premises, including plumbing and electrical systems. “Non-Routine Maintenance” shall be defined as major system replacement and repair items or replacement of whole systems, major building and/or assembly or upgrade of any fixed asset, road repair, locks and key changes, and winterizing water systems.

D. Except as otherwise provided in Section IV above, the City (or other third parties, pursuant to the Easement Agreement) shall be responsible for maintenance of the Non-Exclusive Space.

E. The City will provide light bulbs for the light fixtures attached to the Exclusive Space, which shall be installed by Tenant. The City will provide and install light bulbs for the light fixtures in the Non-Exclusive Space.

F. As the City’s budget allows and dependent on the City’s work force and equipment availability, City will wax the floors in the Gymnasium and the hallways within the Non-Exclusive Space. The frequency of the City’s obligation under this section shall be in the City’s sole discretion.

**VI. INTENTIONALLY OMITTED.**

**VII. INDEPENDENT RELATIONSHIP.**

Nothing in this Agreement is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Tenant as an agent, representative, or employee of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement. Tenant's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota and any and all claims whatsoever arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors, or employees shall in no way be the responsibility of the City. Tenant and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, or severance pay.

**VIII. INSURANCE.**

A. Tenant shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Leased Premises. A Comprehensive General Liability Insurance policy shall be maintained in force by Tenant throughout the Term in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all Tenant activities occurring on or within the Leased Premises whether said activities are performed by employees or agents under contract to Tenant. Tenant shall provide satisfactory proof of Statutory Minnesota Workers' Compensation Insurance. The City does not represent or guarantee that these types or limits of coverage are adequate to protect Tenant's interests and liabilities.

B. Tenant shall provide the City with Certificates of Insurance evidencing required insurance coverages with 30-day notice of cancellation, non-renewal, or material change provisions included. Such policies of insurance shall be in a form acceptable to the City Attorney. The City shall be named as an additional insured on the policies of insurance required by this Agreement. When using the "Accord" Certificate form cancellation provisions, the words "endeavor to" on- Line 2 must be deleted. As an additional insured under the insurance contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage." The City is an additional insured not subject to the "other insurance" condition or other policy terms which conflict with the agreement between the named insured and the City. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, then it must be a pre-2004 edition.

C. The City reserves the right to require Tenant to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

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

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

**IX. HOLD HARMLESS AND INDEMNIFICATION.**

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 the use of the Leased Premises by Tenant or performance of its obligations under this Agreement.

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

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

B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data by Tenant. If Tenant receives a request to release the data referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, Tenant shall immediately notify the City and consult with the City as to how Tenant should respond to the request. Tenant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Tenant's unlawful disclosure or use of data protected under state and federal laws.

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

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

## **XI. INCIDENT REPORTS.**

Tenant shall promptly notify the PFM Manager in writing of any incident of injury or loss or damage to the property of the City or to any of Tenant's participants or invitees occurring on or within Washington Center during the Term. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached as Exhibit B.

## **XII. COMPLIANCE WITH LAWS.**

A. Tenant shall make its Services available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Washington Center.

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

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

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

## **XIII. COMMUNICATIONS.**

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

## **XIV. NOTICES.**

Unless otherwise provided herein, notice to the City or Tenant shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses set forth below or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

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



The Hills Youth and Family Services  
Attn: Chief Operating Officer  
4321 Allendale Avenue  
Duluth, Minnesota 55803  
(218) 623-6426

**XV. CITY ACCESS.**

A. After reasonable notice to Tenant by the City (except in the case of an emergency), Tenant shall permit the PFM Manager, Parks Manager and their designees, to access and inspect the Exclusive Space. Tenant shall permit the PFM Manager, Parks Manager, and their designees, to access and inspect the Non-Exclusive Space at any time without prior notice. Tenant shall not change the locks or otherwise prohibit or inhibit the City's access to any portion of the Leased Premises.

B. The City's Properties and Facilities Management Department shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution for Washington Center. 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 Washington Center or the Leased Premises. All keys shall be promptly returned to the Property Manager upon termination or expiration of this Agreement.

**XVI. TAXES.**

Tenant shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Tenant's lease or use of the Leased Premises, including real property and sales taxes, if applicable. 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 under this Agreement. Tenant 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 file all required reports and forms in proper form related thereto on or before their due date.

**XVII. TOBACCO, ALCOHOL & ILLEGAL DRUG USE PROHIBITED.**

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

**XVIII. TERMINATION OR EXPIRATION OF AGREEMENT.**

A. General Provisions. Upon termination or expiration of this Agreement, Tenant shall surrender possession of the Leased Premises to the City in as good condition and state of repair as the Leased Premises were in at the time Tenant took possession, normal wear and tear excepted. All personal property remaining on the Leased Premises upon termination or expiration of this Agreement shall become the exclusive property of the City.

B. Without Cause. This Agreement may be terminated without cause by either party by serving at least sixty (60) days' written notice upon the other.

C. For Cause.

1. The City may unilaterally terminate or suspend this Agreement immediately if the City believes in good faith that the health, welfare or safety of occupants or neighbors of the Leased Premises would be placed in immediate jeopardy by the continuation this Agreement or the occupancy of the Leased Premises by Tenant.

2. 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.

## **XIX. ALTERATIONS AND IMPROVEMENTS.**

A. Tenant may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises only with the advance written approval of the PFM Manager. All such improvements and alterations shall become the property of the City. Prior to commencing any improvements or alterations, the Resident shall submit to the City a Project Proposal Request along with detailed plans. A copy of the form of Project Proposal Request is attached to this Agreement 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 Codes.

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

## **XX. GENERAL PROVISIONS.**

A. Prior to execution of this Agreement by the City, Tenant shall provide evidence that it is an entity legally capable of entering into obligations of a contract and it is a non-profit organization currently in good standing with the Minnesota Secretary of State.

B. The Leased Premises and Washington Center are a multi-use area requiring the cooperation of all users and all use is subject to the Easement Agreement. This cooperation includes ingress and egress, amenities, and related improvements. Tenant acknowledges that the City shall ultimately determine the appropriate use of the City-owned portion of Washington Center and shall prevail in any disputes between user groups.

C. The right of Tenant to occupy, use, and maintain the Leased Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

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

E. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

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

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

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

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

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 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.

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

L. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

*[Remainder of this page is intentionally left blank.]*

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

**CITY OF DULUTH**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Date Attested: \_\_\_\_\_

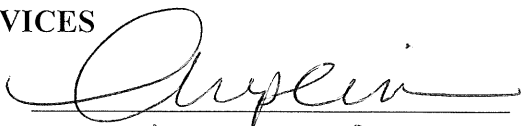
Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

**THE HILLS YOUTH AND FAMILY SERVICES**

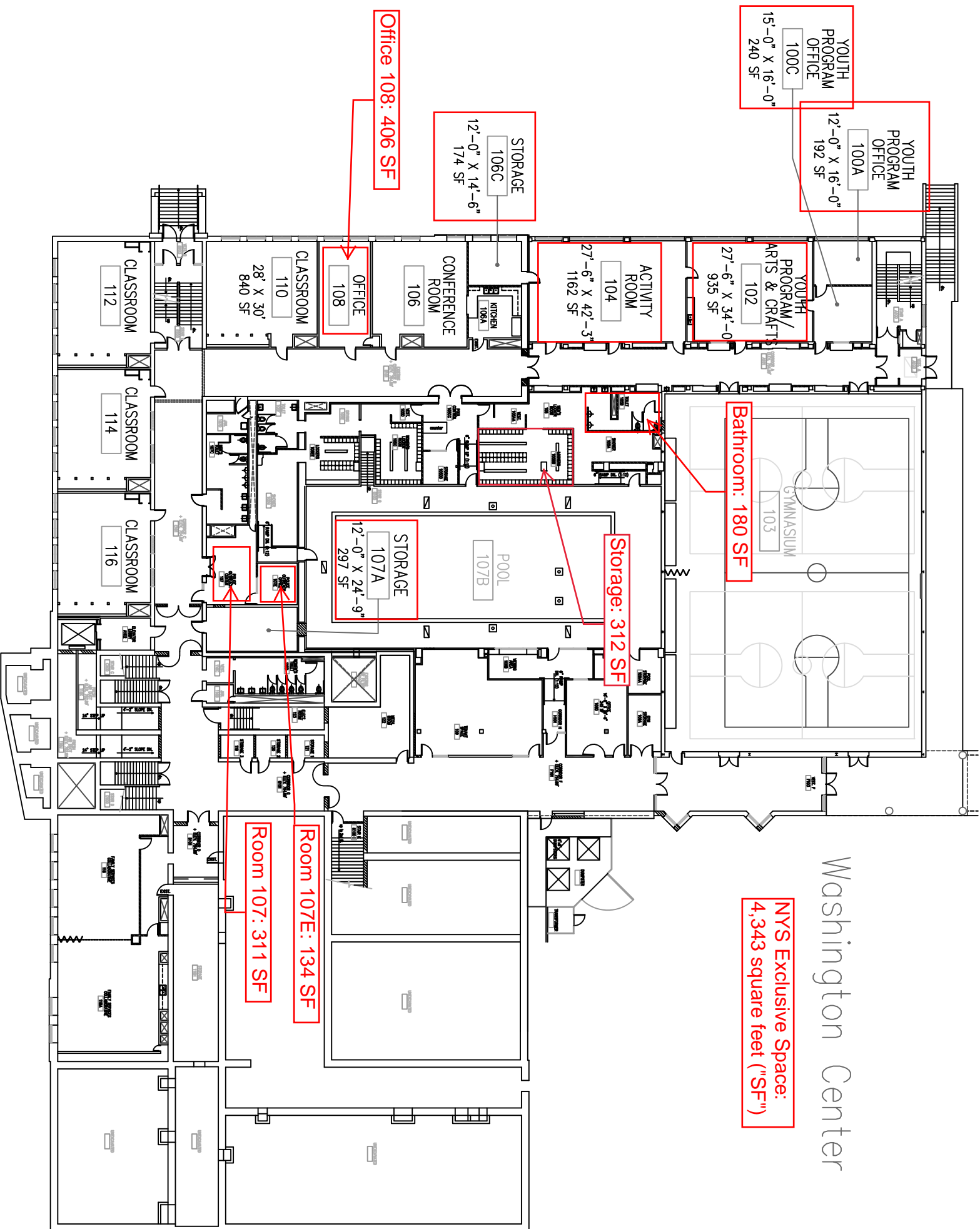
By:   
Printed Name: Leslie Chaplin

Its: COO

Date: 10/29/20

# Washington Center

**NYS Exclusive Space:**  
4,343 square feet ("SF")



## 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](mailto:accidentreporting@duluthmn.gov).

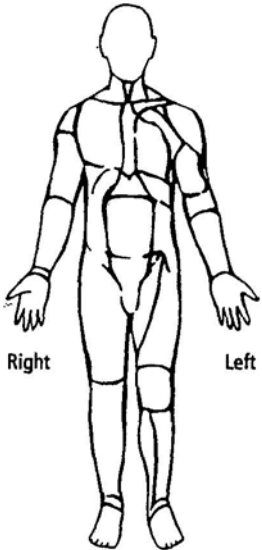
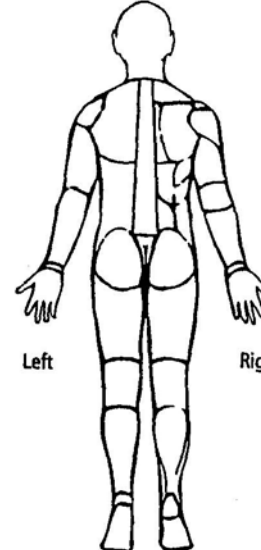
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury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

<p><b>CAUSE</b></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><b>TYPE OF INJURY</b></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;"><b>MARK AREAS OF INJURY BELOW:</b></p> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;"> <p><b>Front</b></p>  <p>Right      Left</p> </div> <div style="text-align: center;"> <p><b>Back</b></p>  <p>Left      Right</p> </div> </div>
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COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE			
<p><u>For vehicle accidents:</u> 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 #: _____	
<b>City vehicle, property, or equipment involved</b>	Description:		
	Vehicle #:	Make/Model:	Year:
	Describe damage:		
<b>Non-city vehicle, property, or equipment involved</b>	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:		
<p><u>Weather conditions:</u></p> <p><input type="checkbox"/> Clear <input type="checkbox"/> Wind</p> <p><input type="checkbox"/> Rain <input type="checkbox"/> Cloudy</p> <p><input type="checkbox"/> Fog <input type="checkbox"/> Sleet</p> <p><input type="checkbox"/> Snow</p>	<p><u>Roadway conditions:</u></p> <p><input type="checkbox"/> Dry <input type="checkbox"/> Mud</p> <p><input type="checkbox"/> Wet <input type="checkbox"/> Paved</p> <p><input type="checkbox"/> Snow <input type="checkbox"/> Unpaved</p> <p><input type="checkbox"/> Ice</p>	<p><u>Light conditions:</u></p> <p><input type="checkbox"/> Night</p> <p><input type="checkbox"/> Day</p> <p><input type="checkbox"/> Good</p> <p><input type="checkbox"/> Poor</p>	<p>Approximate temperature: _____ °F</p> <p>Estimated speed: _____ mph</p> <p>Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty</p> <p>What was load: _____</p> <p>Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to [accidentreporting@duluthmn.gov](mailto:accidentreporting@duluthmn.gov).

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_





## 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](http://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](mailto: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](mailto:projectproposal@duluthmn.gov)  
(218) 730-4325**