

BEACH HOUSE MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (“Agreement”) is made by and between the City of Duluth (“City”), a municipal corporation of the State of Minnesota, and Louis G. Campbell d/b/a Campbell Productions (“Contractor”), a sole proprietorship having an address at 23 W Oxford St, Duluth, MN 55803.

WHEREAS, City is a municipal corporation located in St. Louis County with an address of 411 West. 1st Street; and

WHEREAS, City is the owner of Park Point, a public recreation area, that contains a structure known as Beach House; and

WHEREAS, City desires Contractor to manage Beach House as an event space and venue for private and public events, with the intention of balancing private and public access to the space;

NOW, THEREFORE, in consideration of their mutual promises, the Parties agree as follows:

- I. **ADMINISTRATION.** For purposes of administering this Agreement, the City shall act through its Parks and Recreation Manager or designee (the “Manager”).
- II. **PREMISES.** Premises shall mean the real property and facility located in Park Point and known as Beach House, as identified in the attached Exhibit A (the “Premises”). The Premises includes all buildings, structures, improvements, and fixtures current as of the date of execution of this Agreement.
- III. **OPERATING SEASON.** Events at the Beach House may only be scheduled during the operating season each year. Contractor may provide tours of the Beach House outside of the operating season. City reserves the right to schedule programming at the Beach House in consultation with Contractor.
 - a. May 1, 2025—September 28, 2025;
 - b. May 22, 2026—September 27, 2026;
 - c. May 21, 2027—October 3, 2027.
- IV. **CONTRACTOR’S REPSONSIBILITIES.**
 - a. Generally. Contractor shall provide management and operation services of the Beach House. Contractor shall comply with all applicable laws, rules, regulations, ordinances, and City policies and ensure compliance of its agents, licensees, and invitees with the same.

- b. Operations. Contractor shall be responsible for all aspects of Beach House operations, including but not limited to the following: Booking, scheduling, and staffing events; developing and distributing promotional material for Beach House; completing and submitting facility rental permit applications with all necessary documentation and fees; ensuring all food, beverage, and alcohol vendors secure required permits and meet all applicable licensing laws, codes, ordinances, and standards.
- c. Routine Maintenance. Contractor shall provide, at its expense, janitorial services, minor repairs (defined as repairs with total documented value of less than \$500.00 per repair, including materials and labor), and routine maintenance necessary to properly operate and maintain the Premises in a safe and reasonable state of repair, including but not limited to the following:
 - i. Providing those items required for operation, maintenance, and routine cleaning of the Premises;
 - ii. Maintaining the Premises in good order and condition and state of repair, normal wear and tear excepted;
 - iii. Removing all litter or other waste and properly disposing the same into the proper disposal containers provided within the Premises;
 - iv. Providing all staff, equipment, and cleaning supplies necessary to carry out this provision;
 - v. Complying with the City's guidelines relating to recycling, energy efficiency, and maintenance of the Premises.
 - vi. Regular cleaning (including emptying and maintaining of all trash containers) on the Premises, including all bathrooms, for use by Contractor's licensees, invitees, and the general public;
- d. Major Repairs. Contractor shall promptly notify the City of necessary major repair work, including any repair work that requires a licensed or skilled tradesperson.
- e. Equipment. Contractor shall maintain all equipment in a safe, legal, and properly maintained manner. Upon expiration of this Agreement, Contractor shall return City equipment made available for Contractor's use under this Agreement in substantially the same condition as the equipment was in on the Commencement Date, usual wear and tear excepted.

- f. Other Contractors. Contractor shall work cooperatively with other City contractors that access the Premises under other agreements with the City.

V. CITY'S RESPONSIBILITIES.

- a. Utilities. The City shall contract and pay for the following utilities and services to the Premises: electric, water, sewer, and garbage and recycling containers and removal.
- b. Major Repairs. At City's sole discretion, City shall provide for necessary major repairs and non-routine maintenance to the structural and mechanical components of all existing building and plumbing and electrical systems. Non-routine maintenance shall be defined as major system replacement 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.
- c. Exterior. City shall clear sand from the patio and sidewalks.
- d. Equipment. City shall provide the following equipment for Contractor's use in fulfilling the terms of this Agreement: Floor scrubber, golf cart.

VI. FEES.

- a. Rental Fees. Site rental fees shall be charged according to the fee schedule approved by the City Council for each respective year.
 - i. 2025
 - 1. Duluth Residents: \$130/hr
 - 2. Non-Residents: \$185/hr
 - 3. Mobile Vendor Fee: \$25/vendor
 - ii. 2026
 - 1. Duluth Residents: \$150/hr
 - 2. Non-Residents: \$210/hr
 - 3. Mobile Vendor Fee: \$30/vendor
 - iii. 2027
 - 1. Duluth Residents: \$180/hr
 - 2. Non-Residents: \$235/hr
 - 3. Mobile Vendor Fee: \$35/vendor

- b. Refundable Deposit. All site rental permit applications will include, additional to rental fees, a \$500.00 refundable deposit to be refunded to the permittee following their event provided such event resulted in no damage to City property, usual wear and tear excepted. Contractor shall photograph and document any such damage and remit to City the balance of any and all deposits retained in full or in part. Any such deposits already paid to City before the execution of this Contract shall be refunded to permittees by City as appropriate.
- c. Credit Card Transactions. Contractor may include a 3% processing fee on transactions paid by credit card.
- d. Additional Services. Contractor may, with prior written approval of City, offer additional services to permittees. Contractor shall detail any such services in writing to City together with rate or fee Contractor intends to charge for the same.

VII. PAYMENT TERMS.

- a. Rental Fee Revenue Split. Net revenues from the rental fees described in Section VI.a. above shall be divided between Contractor and City as follows:
 - i. 2025: 75% to Contractor, 25% to City;
 - ii. 2026 and 2027: 80% to Contractor, 20% to City.
- b. Rental Fee Revenue Not Split. Net revenues from rental fees described in Section VI.a. above shall be paid to City in their entirety where the permit applicant is Contractor or their agent.
- c. Payment to Contractor. Within thirty (30) days of executing this Agreement, City shall pay to Contractor 75% of the rental fees collected by City at that time for permits in 2025. Funds to be paid from 205-130-1220-5310-CM205-PKPTBH-BHMISC.
- d. Payment to City. By the first of each month, Contractor shall pay to City the percentage owed pursuant to Sections VII.a. & b. above, in addition to the balance of any deposits retained in full or in part, for events that occurred in the preceding month. Funds to be paid into 205-130-1220-4622-06-CM205-PKPTBH-BHMISC.
- e. Annual Statement. Contractor shall annually file with the City Auditor an itemized statement showing all Contractor's income and expenses related to the operation of the Premises for the preceding year. The statement shall be filed not later than December 31 each year.

VIII. TERM AND TERMINATION.

- a. Term. Notwithstanding the date of execution of this Agreement, This Agreement shall be deemed to commence on May 1, 2025, and expire on December 31, 2027, unless earlier terminated as provided for herein.
- b. Without Cause. Either party may terminate this Agreement without cause by providing thirty (30) days' written notice to the other party.
- c. With Cause. The City may terminate this Agreement for the material breach by the Contractor 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 Contractor 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 Contractor 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.
- d. Immediately By City. The City may terminate or suspend this Agreement immediately if (i) the City believes in good faith that the health, welfare or safety of the Premises, or occupants, users or neighbors would be placed in immediate jeopardy by the continuation of Contractor operations on the Premises; or (ii) if repairs or equipment replacement at the Premises is necessary, in the City's sole discretion, and the City declines to undertake such repairs or replacement.
- e. Surrender Possession.
 - i. Upon termination Contractor agrees to surrender possession of the Premises to City in as good condition and state of repair as said Premises were in at the time Contractor took possession, reasonable wear and tear excepted. Contractor shall remove all its personal property from the Premises. All personal property remaining on Premises after Contractor surrenders possession to City shall become exclusive property of the City.
 - ii. Upon termination Contractor shall remit to City within thirty (30) days the following:
 - 1. Calendar that lists all future events, rentals, permits, uses authorized by Contractor at Premises;
 - 2. Organization names, contact person(s), and contact information for said future uses;
 - 3. Copies of any agreements or documents evidencing fee arrangements for said future uses;

4. Accounting of all fees collected for said future uses; and
5. Check reimbursing City in full for all fees collected for said future uses.

IX. ACCESS.

- a. The City, and/or its designees, shall have unlimited access to the Premises during the Term. Contractor shall not change the locks or otherwise prohibit or inhibit the City's access to any portion of the Premises.
- b. The City shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication, and key distribution. Contractor shall comply with the City's Key Control Policy (a copy of which shall be provided to Contractor) which is subject to unilateral change by the City during the Term. All keys shall be promptly returned to the City upon termination or expiration of this Agreement.

X. ALTERATIONS AND IMPROVEMENTS.

- a. Contractor may, at its sole cost and expense, make suitable improvements or alterations to the Premises only with advance written approval of the City. This provision includes the delivery, installation, and/or storage of any temporary or permanent items on the Premises. All improvements and alterations to the Premises shall become the property of the City.
- b. Prior to commencing any improvements or alterations, Contractor shall submit to the City a Project Proposal Request 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 B. 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 building permits are secured. All construction shall conform to all applicable laws.
- c. Not less than thirty (30) days prior to commencement of construction of an alteration or improvement on the Premises, Contractor shall provide to the City with sufficient proof of required insurance, including workers' compensation. Such proof of insurance is subject to approval by the City Attorney before the commencement of construction of the alteration or improvement.
- d. Contractor shall be responsible for operational costs and maintenance of improvements, installations, and facilities installed pursuant to this Section, and shall operate them in a safe manner.

- XI. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees that it shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all costs or expenses, claims or liabilities, including but not limited to reasonable attorney's fees and expenses, whether asserted by Contractor or any third party. Said obligations to defend, indemnify, and hold harmless shall include, but not be limited to the obligation to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omissions of the Contractor, including but not limited to the failure to supervise, breach of warranty, the failure to warn, the failure to prevent such act or omission by Contractor, its employees, agents, and any other source of liability. Said obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. On ten (10) days' written notice from the City of Duluth, the Contractor shall appear and defend all lawsuits against the City of Duluth growing out of such injuries or damages. Contractor shall not be required to indemnify City for amounts found by a fact finder to have arisen out of the intentional, willful, or wanton acts or omissions of the City. This Section, in its entirety, shall survive the termination of this Agreement if any amount of work has been performed by Contractor. Nothing in this provision shall affect the limitations of liability of the City as set forth in Minnesota Statutes Chapter 466.

The Contractor understands that this provision may affect its rights and may shift liability and specifically agrees to the same.

XII. INSURANCE.

- a. Contractor shall comply with the following insurance obligations and shall provide the minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota and comply:
 - i. Workers' compensation insurance in accordance with the laws of the State of Minnesota;
 - ii. Commercial General Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance. Such insurance shall be in a company approved by the City of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Umbrella coverage with a "form following" provision may be utilized to meet the required minimum amount stated above. Such

insurance shall indemnify Contractor and City from all liability described in the Indemnification paragraphs above;

- iii. City of Duluth shall always be named as Additional Insured under the Commercial General and Automobile Liability Policies;
- iv. Contractor to provide Certificate of Insurance evidencing all coverages required above. Such Certificate shall contain an unconditional requirement that the insurer must notify the City without fail not less than thirty (30) days prior to any cancellation, or ten (10) days prior to any non-renewal of the policy or coverages evidenced by said certificate, and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms — 1) ISO Additional Insured Endorsement (CG 2010 pre-2004); and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.

- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents, and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents, and representatives in the negligent performance of work covered by this Agreement.
- c. Certificates showing that Contractor is carrying the above-described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- d. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interest and liabilities. Nothing in this provision shall affect the limitations of liability of the City as set forth in Minnesota Statutes Chapter 466.

XIII. NOTICES. Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

To City Attorney: City of Duluth
Room 402 City Hall
411 West First Street
Duluth, MN 55802

With copy to: City of Duluth
Parks and Recreation
411 West First Street
Duluth, MN 55802

To Contractor: Louis Campbell
23 West Oxford Street
Duluth, MN 55803

XIV. GENERAL TERMS AND CONDITIONS.

- a. Immunity. Nothing in this Agreement will be construed as a waiver by the City of any immunity, defenses, or other limitations on liability to which the City is entitled by law, including, but not limited to, the liability limits under Minnesota Statutes Chapter 466.
- b. Assignment. Contractor shall not assign or transfer any of its rights or interests under this Agreement in any way whatsoever.
- c. No Relationship. This Agreement is not intended nor should it be construed in any manner as creating or establishing the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting Contractor as the employee of the City for any purpose or in any manner.
- d. Choice of Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located in St. Louis County.
- e. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature below of its authorized representative,

hereby acknowledges that the Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

- f. Execution and Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- g. Amendment. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written instrument signed by the parties.
- h. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- i. Attorney Fees. In the event a lawsuit of any kind is instituted on behalf of the City to collect any payment due under this Agreement or to obtain performance of any kind under this Agreement, Contractor agrees to pay such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred therein.
- j. Force Majeure. Neither party shall be responsible for any failure to comply with the terms of this Agreement where such failure is due to force majeure, which shall include, without limitation, fires, floods, explosions, strikes, labor disputes, labor shortages, picketing, lockouts, transportation embargoes, curtailment of transportation, strikes or labor disputes affecting supplies, acts of God, acts of nature, civil riot or insurrection, acts of any government or agency thereof, and judicial action. Specifically excluded from this definition are government and judicial actions which could have been avoided by compliance with publicly available laws, rules, and regulations of which either party had knowledge or should have reasonably had knowledge.
- k. Severability. The parties 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, 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.
- l. Waiver. The failure of the City to enforce any provisions of this Agreement shall not constitute a waiver by the City of that or any other provision.
- m. Civil Rights Covenant of Contractor. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, or disability shall be excluded

from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to work to be done pursuant to this Agreement. This Agreement shall be conducted in compliance with the Minnesota Humana Rights Act, Minnesota Statutes Chapter 363A.

- n. Access to Records. The City and its duly authorized representative shall have access to the books, documents, papers, and records of the Contractor that are related to this Agreement.
- o. Data Practices. All data collected, created, received, maintained, or disseminated for any purpose by the parties because of this Agreement is governed by the Minnesota Data Practices Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized.

CITY OF DULUTH

CONTRACTOR

By: _____
Mayor

By: _____

Printed Name: _____

Attest: _____
City Clerk

Its: _____

Date Attested: _____

By: _____

Printed Name: _____

Countersigned:

Its: _____

City Auditor

Approved as to form:

City Attorney



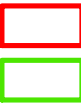
Printed Date: 4/18/2025

The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

The City of Duluth requires that this map/data not be redistributed to any party in whole or in part, including any derivative works of products generated by combining the data with other data, unless authorized by the City of Duluth GIS office.



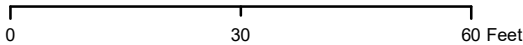
Exhibit A



Premises



Shared Use Patio/Event space area





Parks & Recreation

Ground Floor
411 West First Street
Duluth, Minnesota 55802



218-730-4300



parks@duluthmn.gov

July 1, 2022

Dear Community Partner:

Thank you for your interest in proposing an improvement project on City property. We recognize that working closely with the community is an important way 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. Proposals may be submitted by individuals and community organizations, as well as City Divisions/Departments. Please note that acquiring funds for a project through grants, fundraising, donations, or other means does not guarantee project approval. It is strongly recommended that organizations seek City approval in advance of, or at least concurrent with, pursuing funding.

In responding to project proposal submissions, Parks and Recreation, as the City entity receiving completed project proposals, will:

1. Accept and review all Project Proposal Forms;
 - a. Should project proposals be submitted that do not apply to park property, our Division will route that project proposal onward to the appropriate City Division for review and processing.
2. For Parks-related Project Proposal Forms:
 - a. Conduct an internal review to evaluate project proposals.
 - b. Use general criteria included with the Project Proposal Application Form for reference.
 - c. Consult across departments/divisions as appropriate.
 - d. Communicate with proposer with questions, requests for additional information, and/or requests or suggestions for proposal modifications.
 - e. Provide notice of Project Proposal status as approved or denied.
 - i. If approved, facilitate the process with the proposer to project completion.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

The intent of this process is to streamline review, evaluation, and decision making against existing plans, standards, and uses. Please contact our mainline at 218-730-4300 for additional information.

Thank you for proposing projects that improve and enhance our City!

Jessica Peterson
Parks and Recreation Manager



PROJECT PROPOSAL APPLICATION FORM

Use this form to propose a City of Duluth improvement project on park property. Responses should be attached to your submission. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

Please submit completed application materials to: projectproposal@duluthmn.gov.

APPLICANT CONTACT INFORMATION - REQUIRED

Date of Application

Name

Organization

Email

Phone

Organization Description (length operating, membership, formal/informal, non-profit status, mission, etc.)

Proposed Project Name

Proposed Project Location

PROJECT PROPOSAL FORM - APPLICATION QUESTIONS

Please submit responses to the following questions regarding your proposed project.

1. **Describe, with as much detail as possible, the location(s) of the proposed project.** Give the park/trail name(s), location within park/trail, GPS coordinates, and/or attach an image clearly identifying the location(s).
2. **Describe the proposed project in as much detail as possible.** Why is the project needed and necessary? What is the timeline? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required for any physical improvements. These may include location, sizes, wording, colors, etc. Include or attach any additional information about this project.
3. **Describe the benefits of the proposed project.** Is it expected to add to or reduce costs for the City or a user group? Is it a functional improvement? Does it provide aesthetic benefit to the park? Are there potential safety concerns or does it resolve safety concerns?

4. **Describe the approximate cost to complete the project and the funding sources.** Are funding sources planned, pending, or secured? Is the proposer seeking City funding or resources to support the project? If so, what resources and how much (time, materials, cash contribution...)?

5. **Does this project have the support of neighbors living nearby and/or other groups who may be regularly using the space?** How have you communicated the proposed project to them?

6. **Does the project require any specific permitting?** If so, have permits been secured? (Park space reservations for exclusive use, construction permits, land use, etc.)

NOTE: It is generally advised that applicants be aware of permit requirements, but not pursue these until approval of the project is granted.

7. **Long-term maintenance.** If applicable, what is the long-term maintenance plan for the proposed project? Who will be involved and what are their proposed roles/responsibilities? Timeline?

For Temporary Art Installations:

8. **Describe the envisioned timeline and duration of the installation.** Dates, length of time, etc. from installation to removal.

9. **Does the project have a designated point of contact** to respond to vandalism, damage, etc. on short notice if needed? Please provide contact information.

10. If an event is intended to coincide with the installation, have you or will you be coordinating this with the Parks Permit Coordinator or another City staff person? Please share details.

Additional Information:

FOR OFFICE USE ONLY

The following criteria will be used to evaluate project proposals:

- Impacts to any of the following energy types? Electricity, Gas, Oil, Steam, Water and Sewer.
- Alignment and compatibility with plans: Comprehensive Plan, Parks and Recreation Master Plan, system plans, strategic plans, mini-master plans, etc.
- Compliance with ADA and/or ABA standards for accessibility
Compatibility with surrounding and adjoining uses
- Compatibility with current licenses, agreements, contracts between City and applicable third-party organizations
- Compliance with zoning and land use
- Permit requirements identified and able to be obtained

	Y	N	N/A
1. Is the proposed location(s) available and safe for proposed project?			
2. Will the proposed project ensure that current users or park use have limited negative impact or interference? (Safety, enjoyment of space...)			
3. Will the proposed project ensure that the physical nature of the site and its surroundings—short and long-term—are not negatively impacted? <i>Turf damage, modifications creating safety concerns, tree damage, litter, disintegration or detachment of installation materials...</i>			
4. If the park has an established theme or style, will the proposed project complement that theme or style?			
5. Is the proposer or their approved appointee available to respond to, address, repair, and/or remove the proposed project materials within a reasonable notice period if requested by City? <i>Graffiti, vandalism, weather impacts, broken parts, etc.</i>			
6. Will private/special/public events in the vicinity of the proposed project remain unaffected?			
a. If affected, is artist willing to adjust or mitigate?			
7. Might private/special/public events benefit from the proposed project?			
8. Temporary Art: Is this truly a Temporary Art Installation? <i>Not a permanent installation, permanent mural, nor a special/private event. Consult permitting as appropriate.</i>			

**CITY OF DULUTH
PARKS AND RECREATION
411 WEST FIRST STREET DULUTH, MN 55802
projectproposal@duluthmn.gov
(218) 730-4300**