

Exhibit 1

**ICE RINK USE AND OPERATIONS
AGREEMENT BETWEEN THE
CITY OF DULUTH AND
DULUTH AMATEUR HOCKEY ASSOCIATION**

THIS ICE RINK USE AND OPERATIONS AGREEMENT (this “Agreement”) is by and between the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota (“City”) and the DULUTH AMATEUR HOCKEY ASSOCIATION, a Minnesota non-profit corporation (“DAHA”).

WHEREAS, DAHA’s mission is to promote and inspire in youth the ideals of health, citizenship, and character; to bring area youth together through the common interest in sportsmanship, fair play, and fellowship; to impart to the game elements of safety, sanity, and intelligent supervision; and to keep the welfare of the player first and foremost, and entirely free of adult lust for glory (its “Mission”); and

WHEREAS, DAHA carries out its Mission by: (i) organizing and providing youth an opportunity to participate and excel through the sport of hockey through its hockey program while building and developing sportsmanship, self-esteem, confidence, and respect for others and (ii) providing and maintaining ice skating opportunities to the general public (its “Services”); and

WHEREAS, DAHA has ten rink member associations (hereinafter collectively referred to as the “Hockey Associations”): Congdon Lower Chester Association, Duluth Girl’s Hockey Association, Duluth Heights Amateur Hockey Association, Duluth Denfeld Hockey Association, Duluth East Youth Hockey Club, Gary-Morgan Park Hockey Association, Glen Avon Hockey Club, Piedmont Heights Amateur Hockey Association, Portman Recreation Association, and Woodland Amateur Hockey Association. In the 2019-2020 season, DAHA had a total of 68 teams and 785 players; and

WHEREAS, DAHA has operated its Services for more than 50 years and estimates that its Services provide a \$9 million economic benefit to Duluth based upon an economic impact statement produced by the University of Minnesota-Duluth; and

WHEREAS, City owns various outdoor ice rinks, together with adjoining real property, various fixtures, and personal property contained therein that have been used by DAHA to fulfill its Mission and provide its Services; and

WHEREAS, DAHA volunteers an estimated 35,000 hours of labor per year to maintain the outdoor ice rinks for its members and the general public; and

WHEREAS, DAHA desires to continue using City’s ice rinks and related facilities for advancement of its Mission and provision of its Services to the community during the winter seasons as set forth herein; and

WHEREAS, City desires to allow DAHA to use City’s ice rinks and related facilities as provided herein.

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

I. Administration.

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

II. Use of the Premises and Grant of Rights.

A. Subject to the terms and conditions of this Agreement, City grants to DAHA the use of those portions of City-owned real property, buildings, and ice rinks depicted and described on the attached Exhibit A, and all related City-owned equipment located thereon (collectively, the “Premises”), for the time periods and under the terms further set forth on Exhibit A as to each of the locations described on Exhibit A. Upon written agreement between the Manager and the DAHA Representative, the parties may amend Exhibit A, which shall be attached to this Agreement in substitute for the then-current version of Exhibit A. Notwithstanding the foregoing, the Manager may, in their sole discretion, re-locate the rinks and related amenities on any portion of the Premises to other comparable locations or sites during the Term (defined below) upon written notice to DAHA, and unilaterally amend Exhibit A accordingly.

B. DAHA is permitted to leave its personal property within the indoor portions of the Premises throughout the Term. DAHA is solely responsible for the proper storage of any of its personal property on the Premises. DAHA is not allowed to store or allow long-term storage of vehicles, equipment, or construction materials on the Premises in such a manner as to constitute a visual blight on the neighborhood, in the sole determination of the Manager. DAHA shall ensure that zambonis and any other motorized vehicles stored within any structure complies with all building, fire, and other codes applicable to the storage of such vehicles in such structure. City is not responsible for any damage, theft, and/or vandalism to DAHA’s personal property.

C. Notwithstanding the Term, DAHA’s use of the Premises shall be between the dates of November 1 and March 31 during each year of the Term (the “Winter Season”). DAHA may not use the Premises outside of the Winter Season without securing prior written authorization from the Manager, except for the storage of its personal property as described in the preceding paragraph.

D. All of DAHA’s activities on the Premises shall be concluded by 10:00 p.m. each day, except for flooding of the rinks and special events. Special events may be held only with the Manager’s written approval.

E. DAHA may utilize the Premises only to provide its Services and to provide skating opportunities to the general public.

F. DAHA may operate concessions on the Premises. If DAHA operates concessions, it shall comply with all licensing requirements from the health departments of the State of Minnesota and County of St. Louis. DAHA shall absorb all costs relating to the

operation of the concessions, including paying all applicable taxes, license and permit fees. If required to do so, DAHA shall provide specialized disposal receptacles and related pick-up services through a competent vendor for the handling of liquid, oil, fatty, or other materials disposed of and requiring special and/or separate handling before, during, or after operation of the concessions.

G. City makes no representation or warranty, either express or implied, that the Premises are suitable for specific uses, and DAHA accepts the Premises in an “as is” condition without representations or warranties of any kind so far as the Premises is safe for public use.

H. Except for Exclusive Use of certain portions of the Premises as set forth in Exhibit A, DAHA shall share in the use of the Premises with the public, community based groups, clubs, and other organizations. Except during the Winter Season, the booking of the Premises for use by the public will be handled by City. Any use by DAHA of any portion of the Premises in addition to the uses explicitly listed on Exhibit A must be reserved through City. The parties shall coordinate their scheduling so as not to create unnecessary conflicts and to maximize the use of the Premises.

I. DAHA acknowledges that the Premises are multi-use facilities that require the cooperation of all users and coordination of activities. This cooperation includes shared parking, ingress and egress, amenities, and related improvements. DAHA acknowledges that the Manager shall ultimately determine the appropriate use of the site and improvements and shall decide any disputes between user groups.

J. DAHA shall not assign any part of this Agreement without obtaining written approval of the Manager.

K. Regardless of the start of the Term (defined below), DAHA shall not allow anyone to use the Premises until City has approved the Safety and Operations Plans (defined below), and then shall operate the Premises consistent with the Safety and Operations Plans.

L. No advertising or signage of any kind (“Signage”) may be installed by DAHA within the Premises until a request for approval of Signage has been submitted to the City’s Parks and Recreation Manager or his or her designee (the “Parks Manager”). DAHA shall wait for Signage approval prior to fabrication and installation of the Signage. All Signage is subject to the approval of the Parks Manager, including as to size, content and location within the Premises, which approval shall not be unreasonably withheld. DAHA shall: (i) be entitled to revenues generated by the sale of Signage, and (ii) ensure that all Signage complies with all applicable codes and laws. Tobacco products may not be advertised at the Premises. Adult bookstores, as defined by Section 5-17(a) of the Duluth City Code, and adult entertainment establishments, as defined by Section 5-17(b) of the Duluth City Code, may not be advertised at the Premises. Notwithstanding the foregoing, the City reserves the right to install its own Signage within the Premises.

III. License Fees, Utilities and Energy Audit.

A. City shall permit DAHA to use and occupy the Premises at no cost. The consideration for the Premises shall instead be (i) the public benefit provided by DAHA through its Services and related activities, and (ii) the repair and maintenance responsibilities assigned to DAHA under this Agreement.

B. Subject to the provisions of this Agreement, City shall pay any and all charges for the following utilities during Year One (defined below) and Year Two (defined below), during the Winter Season and the Summer Season: electricity, steam, water, sewer and gas. Prior to November 1, 2022, City shall install equipment that will allow City to separately gauge the water and sewer charges relating to flooding the ice rinks on the Premises. During Year Three (defined below), City shall pay any and all charges for water and sewer relating to flooding the ice rinks on the Premises. During Year Three, DAHA shall pay any and all charges for electricity, steam, water, sewer and gas furnished to the Premises during the Winter Season, including but not limited to hook-up charges and assessments, but not including water and sewer charges relating to flooding the ice rinks on the Premises. In addition, DAHA shall pay any and all charges for the following utilities furnished to the Premises during the Winter Season and the Summer Season for all years of the Term, including but not limited to hook-up charges and assessments: telephone (except existing telephone lines currently paid for by City), cable TV, satellite, internet and any other utilities deemed necessary or desirable by DAHA. For all utilities in the name of City, DAHA shall promptly reimburse City following receipt of an invoice from City.

C. City intends, but is not obligated, to conduct an energy audit of the Premises, or a portion thereof (the "Energy Audit"). DAHA shall partner with City to implement the recommendations set forth in the Energy Audit by immediately implementing all recommendations that will not cause DAHA to incur out-of-pocket expenses.

IV. Term and Termination.

A. Term. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on November 1, 2020 and expire on October 31, 2023 unless earlier terminated as provided for herein (the "Term"). "Year One" shall mean the period from November 1, 2020 through October 31, 2021. "Year Two" shall mean the period from November 1, 2021 through October 31, 2022. "Year Three" shall mean the period from November 1, 2022 through October 31, 2023.

B. Termination.

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

2. For Cause. Should DAHA violate any of the provisions of this Agreement, City shall provide to DAHA written notice of such violation or default and shall allow DAHA thirty (30) days within which to cure or remedy any violations or defaults set forth therein. The notice shall identify the violation or default and the necessary actions to remedy the violation or default.

If such violation or default is not cured or remedied within thirty (30) days, City may terminate this Agreement immediately by serving notice to DAHA in the manner described.

3. 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 DAHA's 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.

C. Surrender Possession.

1. Upon expiration or termination of this Agreement, whichever occurs first, DAHA shall surrender possession of the Premises to City in as good condition and state of repair as the Premises were in at the time DAHA took possession.

2. Prior to expiration of this Agreement or within fourteen (14) days of early termination, whichever occurs first, DAHA shall restore the Premises to its original condition at the time of execution of this Agreement, or, upon demand, pay to City the reasonable costs incurred by City to repair any damage done to the Premises by DAHA, its employees, servants, agents, contractors, invitees, and licensees during the Term.

3. Prior to expiration of this Agreement or within fourteen (14) days of early termination, whichever occurs first, DAHA may remove its personal property from the Premises. The removed personal property shall remain exclusive property of DAHA. All personal property remaining on the Premises upon expiration of this Agreement or fourteen (14) days after early termination, whichever occurs first, shall become the exclusive property of City.

V. Maintenance and Operation.

The obligations of DAHA to provide youth hockey programming and public skating opportunities and to maintain the Premises shall include, but not be limited to: (i) the obligations listed on Exhibit A, and (ii) the following obligations at each location listed on Exhibit A, as applicable:

A. Create rules and regulations for the Premises to be implemented and enforced by DAHA (the "Rules and Regulations"). The Rules and Regulations are subject to the Manager's review and approval, which approval shall not be unreasonably withheld.

B. Establish and maintain, subject to weather conditions, a public skating rink at each location listed on Exhibit A, and further to provide public skating opportunities, at no cost, to anyone so desiring to participate in such activity and willing to follow the Rules and Regulations.

C. Maintain the Premises in good order and condition and state of repair, all at DAHA's expense, including cleaning the Premises at the end of each Winter Season. DAHA

shall not be responsible for major or non-routine maintenance that requires a licensed or skilled tradesperson (e.g., plumber, electrician, carpenter, etc.). DAHA shall be responsible to:

1. Provide those items required for daily operation and maintenance of the Premises, including but not limited to, interior light bulbs, paper products, plastic products (e.g., garbage bags), program equipment and supplies, minor repairs, etc., so as to maintain the Premises in a reasonable state of repair.
2. Remove all litter or other waste from the Premises, including the parking areas and other outdoor spaces, and properly disposing and recycling of same into the proper waste disposal and recycling containers provided by City within the Premises.
3. Remove snow and ice from the walkways to the ice rinks, buildings and around hockey-related spaces to insure the safety of all users.
4. Ensure cleanliness and building shut-down procedures (lights off, doors securely locked, etc.) on a daily basis following conclusion of programs and events.
5. Keep the Premises free from rodents, insects, and other pests. City may require DAHA to contract with a pest exterminating contractor to exterminate as may be necessary and as may be directed by City. The sole cost and expense of this service shall be the responsibility and obligation of DAHA. It is further agreed that City may pay a pest exterminating contractor on behalf of DAHA and immediately collect the same from DAHA, or reduce any amount owed to DAHA by City pursuant to this Agreement.
6. Work cooperatively in sharing any shared spaces within the Premises with other community groups and the public, as applicable.
7. Include City as a partner of programs held at the Premises on all marketing and promotional materials and signs.
8. Comply with City's verbal and written guidelines and instructions relating to recycling, energy efficiency, and maintenance applicable to the Premises. DAHA shall obtain the Manager's approval prior to installation of any appliance on the Premises. DAHA acknowledges that any appliance on the Premises must be energy star certified.
9. Maintain its own equipment in a safe, legal, and properly maintained manner. DAHA shall prohibit the use of any unsafe, illegal, or deficient equipment.
10. Provide all staff, equipment, and cleaning supplies necessary to carry out the provisions of this Agreement and to provide the Services on the Premises.
11. DAHA shall promptly notify City of necessary major or non-routine maintenance work, including any maintenance that requires a licensed or skilled tradesperson, so that City can decide to perform the maintenance or arrange for a service provider of City's choice to perform the maintenance. DAHA understands that the City is not obligated to undertake any major or

non-routine maintenance work and any work performed shall be in the sole discretion of the City.

D. DAHA shall be responsible for any losses or damages whatsoever caused by the negligence or intentional act of DAHA, or its employees, agents, participants, volunteers or invitees to the Premises.

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

F. DAHA shall provide the Manager with a current list of all key holders to the Premises including contact information. DAHA will update the list upon any changes or upon the request of the Manager.

G. On or before December 1 of each year of the Term, DAHA shall develop and submit rink schedules to the Parks Manager for review and approval for each rink listed on Exhibit A (the "Rink Schedules"). The Rink Schedules must include at least twenty-five (25) hours of supervised rink time per week per rink, including at least one day on the weekend, where each rink listed on Exhibit A is open and the buildings at each rink or open and operational for skate changing and bathroom access (subject to the requirements of the Safety and Operations Plans). The Rink Schedules shall include expanded hours of operation during school breaks. After approval of the Rink Schedules by the Manager, DAHA shall post the Rink Schedules on its website and in one or more conspicuous locations (inside and outside) on the applicable Premises. DAHA shall notify the Manager of any changes to the Rink Schedules.

H. Twice a year during the Term, DAHA shall contact the Manager and schedule a walk-through at each location listed on Exhibit A, such walk-throughs to occur: (i) no less than 10 days before the start of each Winter Season, and (ii) no less than 10 days after the conclusion of each Winter Season. The purpose of the walk-throughs shall be to identify the need for repairs and maintenance and to address minimizing utility usage. Following each walk-through, DAHA shall (i) take all actions identified by City necessary to comply with this Agreement, and (ii) take all actions recommended by City, but not required by this Agreement (except by this paragraph), that would not result in out-of-pocket costs for DAHA.

I. DAHA shall provide adult supervision at all times while the Premises are open to the general public or its users. DAHA shall provide the Manager with the name(s) and contact information of all on-site supervisors and rink managers responsible for the operation of the programming and supervision of the activities on the Premises. DAHA shall keep the Manager apprised of all scheduling issues or concerns to ensure that the Premises are properly supervised and the Rules and Regulations enforced. However, DAHA acknowledges that it is solely responsible to provide supervision for activities, programs, events and participants at the Premises.

J. DAHA shall submit a written safety and operations plan for each location listed in Exhibit A (collectively, the “Safety and Operations Plans”) to the Parks Manager for approval prior to using the Premises, which plans shall outline specific processes and procedures, including but not limited to cleaning and sanitization of the Premises, to ensure the health, safety, and welfare of all users of the Premises, including but not limited to DAHA’s participants and volunteers. Notwithstanding the Term, DAHA may not use the Premises until the Safety and Operations Plans for each location on Exhibit A has been approved by the Parks Manager. The Safety and Operations Plans shall be updated during the Term at City’s request.

K. DAHA shall manage, oversee, and supervise the rental of the Premises during the Winter Season, which duties include:

a. Schedule recreational and community events and programs (each an “Event”). DAHA may rent any portion of the Premise to private groups, clubs or parties and may, at its discretion, charge a rental fee and/or require a deposit. The rental fee for each Event shall be comparable to rental prices charged under similar circumstances in the community. DAHA shall have the right to retain all rental fees. All rentals shall be documented by a written rental agreement, which form of rental agreement must be in form acceptable to the City Attorney and approved prior to its use by DAHA. A schedule of rental fees for the use of the Premises shall be created by DAHA and submitted to the Manager for approval prior to becoming effective, which approval shall not be unreasonably withheld or delayed.

b. Maintain a master calendar (“Master Calendar”) of all scheduled Events. An up to date version of the Master Calendar shall be provided to the Manager upon request.

c. Collect the rental fees and deposits, if applicable. All fees and deposits shall be separately managed and/or accounted for by DAHA in order to identify funds received or expended in the operation and maintenance of the Premises.

d. Ensure renters and user groups’ compliance with all rules and laws, including the Rules and Regulations and the Safety and Operations Plans.

VI. City Responsibilities.

City shall be responsible for the following:

A. Payment of charges for any existing local telephone lines and trash collection services.

B. Except as otherwise provided for in Exhibit A and in the City’s sole discretion, performing necessary major repairs and non-routine maintenance to the structural and mechanical components of all existing buildings 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. Providing reasonable access to water for making ice.

D. Assisting with snow removal, upon request by DAHA and in accordance with City's Snow and Ice Control Policy, as amended in City's sole discretion from time to time. The frequency of City's assistance under this section shall be in City's sole discretion and will depend on work force and equipment availability.

E. By the end of Year Two, paying for and installing outdoor LED lights at the Premises, based on the recommendations in the Energy Audit and to the extent allow by available City resources.

VII. Alterations or Improvements.

A. DAHA may, at its sole cost and expense, make improvements or alterations to the Premises (including the delivery, installation, and/or storage of any temporary or permanent containers or structures) only with the advance written approval from City, which approval shall be granted or withheld in City's sole discretion. All such improvements (excluding appliances and equipment plugged into an electricity source) shall become the property of City. Prior to commencing any improvements or alterations, DAHA shall submit to City a Project Proposal Request along with detailed plans. A copy of the current form of Project Proposal Request is attached as Exhibit B. The Project Proposal Request and plans shall be submitted to 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. DAHA shall pay to City upon demand the reasonable costs incurred by City to remove any alterations or improvements to the Premises made by DAHA without prior written permission as required by this section.

B. Project Proposal Requests may be submitted by (i) the DAHA Representative, or (ii) by a representative of one of the Hockey Associations, on behalf of DAHA, by copying the DAHA Representative on the Project Proposal Request.

C. Not less than thirty (30) days prior to commencement of any approved construction, alteration or improvement project on the Premises, DAHA will provide City with sufficient proof of required insurance, including worker's compensation. Construction cannot commence until City's Claims Investigator has approved DAHA's proof of insurance.

D. DAHA shall be responsible for operational costs and maintenance of any approved improvements, installations, and facilities and shall operate them in a safe manner.

VIII. Communications.

A. 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 regarding services or other activities contemplated under this Agreement.

B. All communications between City, DAHA and the Hockey Associations shall be directly between the Manager and the DAHA Representative.

IX. Insurance and Indemnification.

A. DAHA, at its sole cost and expense, 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 \$2,000,000 aggregate per occurrence for personal bodily injury and death and limits of not less than \$2,000,000 for damage liability, including limits of not less than \$100,000 for damage to rented premises (each occurrence). If person limits are specified, they shall be for not less than \$2,000,000 per person and be for the same coverages. 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. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. DAHA shall provide Certificates of Insurance to City evidencing the required insurance coverage. The required insurance policies are subject to approval by the City Attorney and shall contain a condition that they may not be cancelled without thirty (30) days’ advance written notice to City. The Certificates of Insurance shall name City as an additional insured.

B. City reserves the right to require DAHA 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.

C. City does not represent or guarantee that the insurance required by this Agreement is adequate to protect DAHA’s interests and liabilities.

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

E. DAHA agrees to indemnify, save harmless, and defend 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 City or DAHA, 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 DAHA, arising out of, related to or associated with the use, maintenance or operation of the Premises by DAHA or performance of its obligations under this Agreement.

X. Financials, Reporting, and Records Retention.

A. DAHA shall comply with the Reporting Requirements outlined in the attached Exhibit C.

B. As provided in Minn. Stat. § 16C.05, Subd. 5, all DAHA books, records, documents, and accounting procedures and practices related to the use and operation of the Premises are subject to examination by 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 notice by City, DAHA shall provide all requested financial information.

A. DAHA shall maintain all records relating to its Services and the Premises during the Term and for six (6) years after termination, cancellation, or expiration of this Agreement.

XI. Notices.

Unless otherwise provided herein, notice to City or DAHA 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	DAHA
Attn: Property & Facilities Manager	Attn: Executive Director
1532 West Michigan Street	120 S. 30th Ave. West
Duluth, MN 55806	Duluth, MN 55806
(218) 730-4430	(218) 728-8000

XII. Access and Keys.

A. City may schedule activities and events on or at the Premises when not in use by DAHA and shall not be charged any fee for such use.

B. City shall have unlimited access to the Premises for any purpose. DAHA shall not change the locks or otherwise prohibit or inhibit City's access to any portion of the Premises.

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

D. DAHA shall not make copies of keys to the Premises. All keys shall be promptly returned to the Manager upon termination or expiration of this Agreement.

XIII. Compliance with Laws.

A. DAHA 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 Premises.

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

C. DAHA shall operate the Premises and its Services and related activities 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. DAHA shall procure at its sole expense all licenses and permits necessary for carrying out the provisions of this Agreement and providing its Services on the Premises.

XIV. Tobacco, Alcohol & Illegal Drug Use.

DAHA shall prohibit the use of tobacco, alcohol, and illegal drugs on the Premises.

XV. Taxes.

DAHA shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of DAHA's use or operations of the Premises, including real property and sales taxes, if applicable. It is further agreed that City may, at its option, pay the same on behalf of DAHA and immediately collect the same from DAHA, or reduce any amount owed to DAHA by City pursuant to this Agreement. DAHA 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.

XVI. Government Data Practices.

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

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

XVII. Incident Reports.

DAHA shall notify the Manager in writing of any incident of injury or loss or damage to the Premises or any participants, users, or invitees occurring within the Premises during the Term, except for damage to DAHA's personal property. Such written report shall be in a form acceptable to City's Claims Investigator and Adjuster. A copy of City's current form of Incident Report is attached as Exhibit D.

XVIII. Independent Relationship.

A. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as

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

XIX. General Provisions.

A. Nothing in this Agreement is intended to or should be construed as a waiver by City of any immunities, defenses or other limitations on liability to which City is entitled by law, including, but not limited to, the liability limits under Minnesota Statutes Chapter 466.

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

C. 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.

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

E. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person 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.

F. This Agreement may be amended only by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed to be original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. 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.

G. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their 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.

H. The rights of DAHA to occupy and use the Premises are subject to DAHA's compliance with the undertakings, provisions, covenants, and conditions herein.

I. 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.

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

K. The following are the exhibits to this Agreement:

Exhibit A	Depiction and description of the Premises and Use
Exhibit B	Project Proposal Request
Exhibit C	Reporting Requirements
Exhibit D	Incident Report

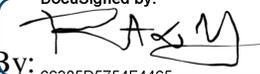
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IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first shown below.

CITY OF DULUTH

DULUTH AMATEUR HOCKEY ASSOCIATION

By: _____
Mayor

DocuSigned by:

BY: _____
66305D5754F4465...

Bob Nygaard
Printed Name: _____

Attest: _____
City Clerk

Interim Executive Director
Its: _____

Dated: _____

11/4/2020

Dated: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

EXHIBIT A
PREMISES

**Congdon Lower Chester
1417 East 5th Street**

Indoor Space

Community Center (Exclusive Use in Winter Season, Non-Exclusive Use in Summer Season for storage purposes only)

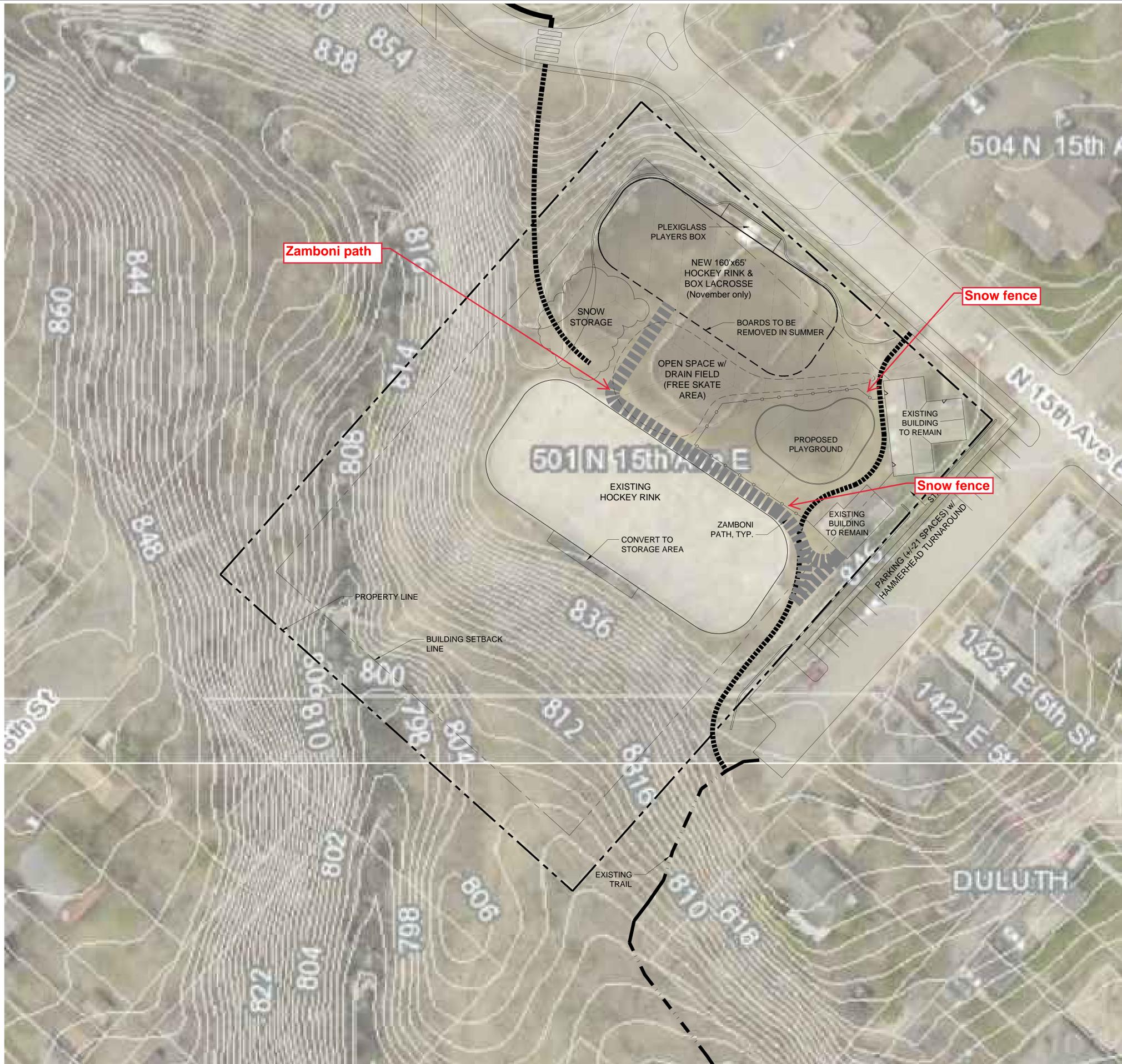
Zamboni Garage/storage shed (Exclusive Use)

Outdoor Space

Two hockey rinks and one pleasure rink as depicted within the boundary as generally outlined in red on attached Congdon Lower Chester exhibit map. The locations of the rinks may change as the City's Mini-Master Plan is implemented.

DAHA Responsibilities

Annual installation and removal of boards for secondary rink at the beginning and end of each Winter Season (subject to change as the City's Mini-Master Plan is implemented).



Aug 28, 2017, 3:25pm
P:\1710 - Lower Chester Mini-Master Plan Update\844-1710 - Lower Chester Mini-Master Plan



LANDSCAPE ARCHITECTURE

+ ASSOCIATES

WWW.SASLANDARCH.COM

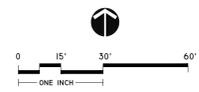
219 WEST FIRST STREET, SUITE 350
DULUTH, MN 55802
(P) 218.391.1335
(F) 218.722.6697

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ISSUE RECORD/REVISION	
PURPOSE	DATE

**LOWER CHESTER PARK
MINI MASTER PLAN UPDATE**

CITY OF DULUTH,
MINNESOTA



SHEET KEY

SHEET TITLE
CONCEPT PLAN

DATE: 8/15/17

DRAWN BY: AMA

CHECKED BY: LWS

PROJECT NUMBER
17010

SHEET NUMBER
C-1

Duluth Heights
33 West Mulberry Street

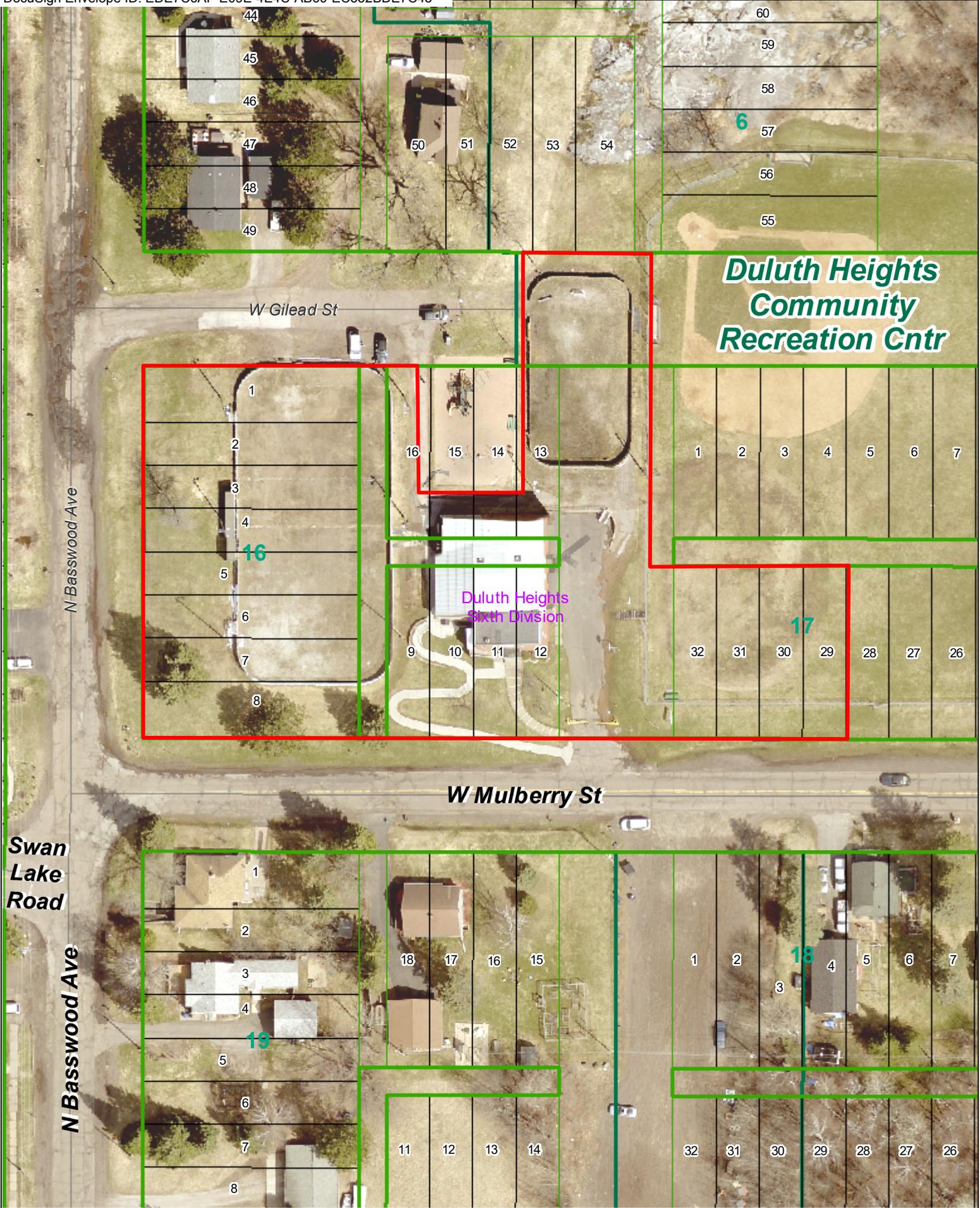
Indoor Space

Lower Level of Community Center (Exclusive Use)

Remaining portions of Community Center are closed and cannot be used for any reason

Outdoor Space

Outlined in red on the attached Duluth Heights exhibit map



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DAHA
Duluth Heights



photo date: 2016
Printed: 9/21/2017

0 35 70 Feet
1 inch = 70 feet



Gary/Morgan Park
1242 88th Avenue West

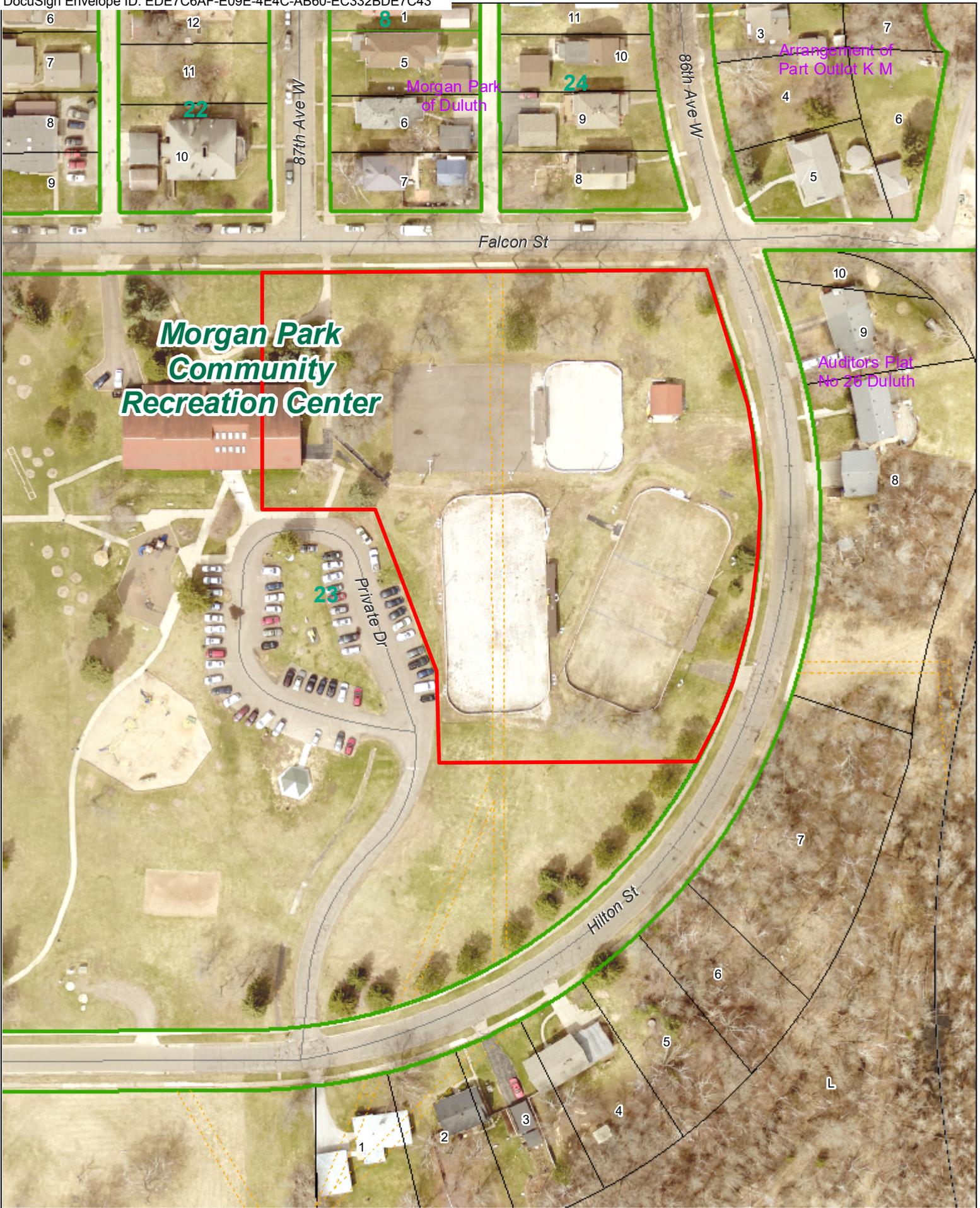
Indoor Space

1/3 of Community Center (Exclusive Use)

Zamboni garage/storage shed (Exclusive Use)

Outdoor Space

Outlined in red on the attached Gary/Morgan Park exhibit map



**Morgan Park
Community
Recreation Center**

Morgan Park
of Duluth

Arrangement of
Part Outlot K M

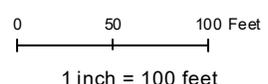
Auditors Plat
No 28 Duluth

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**DAHA
Gary/Morgan Park**



photo date: 2016
Printed: 9/21/2017



Glen Avon
2401 Woodland Avenue

Indoor Space

Concession Building (Exclusive Use)

Zamboni garage/storage shed (Exclusive Use)

Outdoor Space

Outlined in red on the attached Glen Avon exhibit map



Hartley Park

Woodland Ave

Hunters Park 1st
Division Dulu

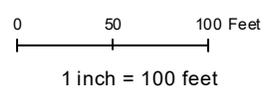
Auditor's Plat
of Samuel B. Sh

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**DAHA
Glen Avon**



photo date: 2016
Printed: 9/21/2017



Piedmont
2302 West 23rd Street

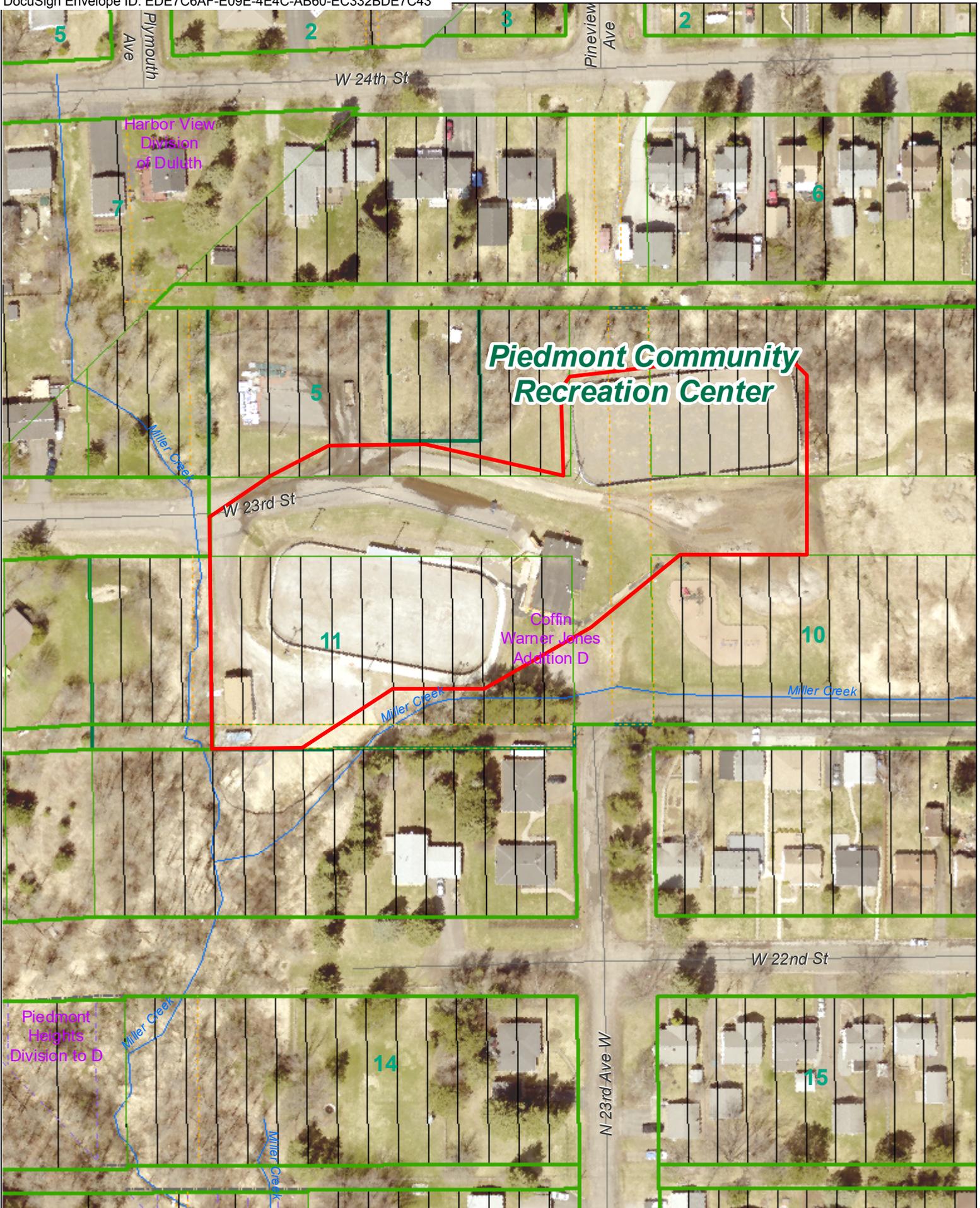
Indoor Space

Downstairs of Community Center (Exclusive Use)

Zamboni garage/storage shed (Exclusive Use)

Outdoor Space

Outlined in red on the attached Piedmont exhibit map



**Piedmont Community
Recreation Center**

Harbor View
Division
of Duluth

Coffin
Warner Jones
Addition D

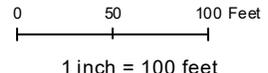
Piedmont
Heights
Division to D

**DAHA
Piedmont**

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photo date: 2016
Printed: 9/21/2017



**Portman
4601 McCulloch Street**

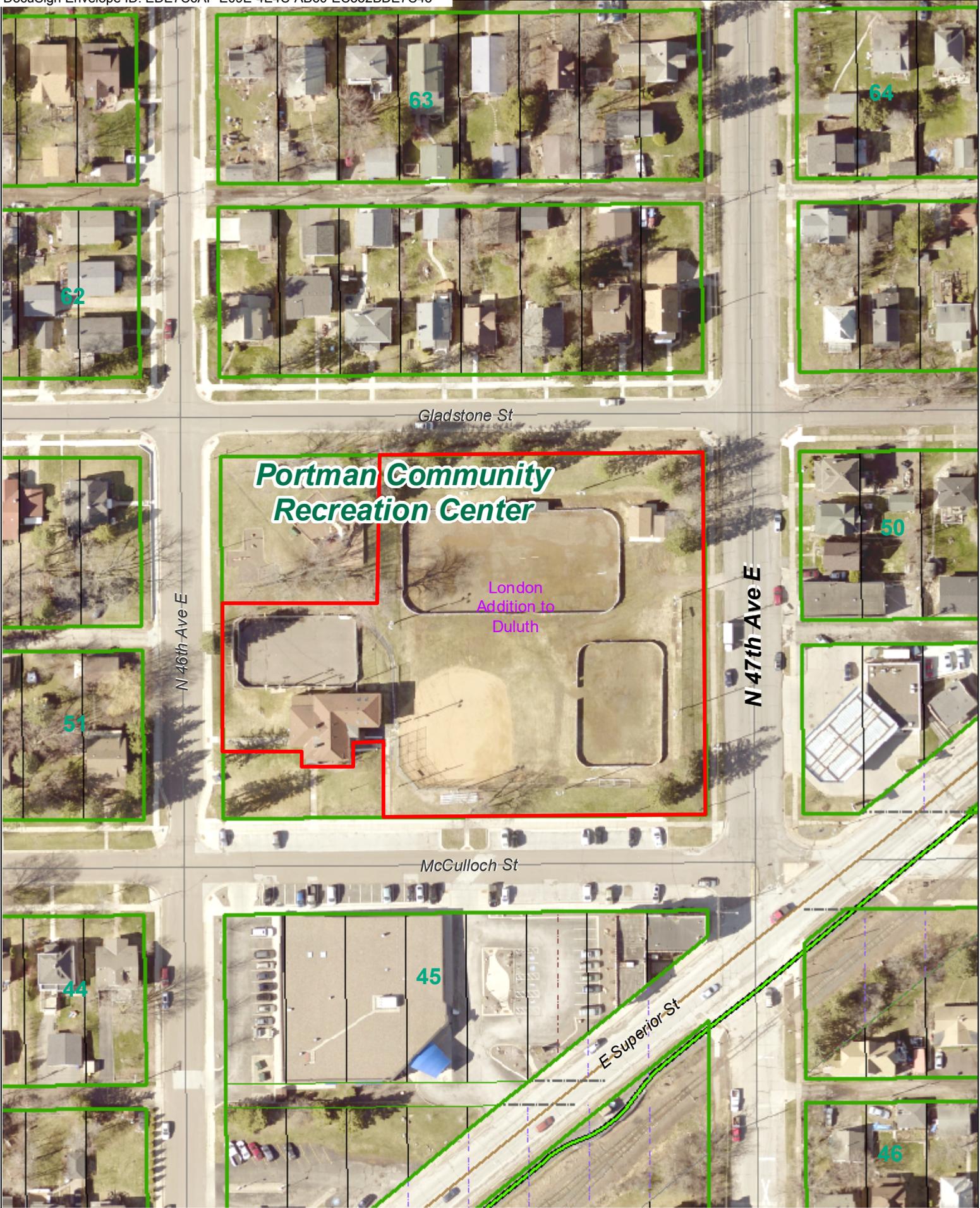
Indoor Space

Downstairs of Community Center (Exclusive Use in Winter Season; Non-Exclusive Use for storage purposes only during Summer Season)

Two Zamboni Garages/storage sheds (Exclusive Use)

Outdoor Space

Outlined in red on the attached Portman exhibit map



**Portman Community
Recreation Center**

London
Addition to
Duluth

N 46th Ave E

N 47th Ave E

Gladstone St

McGulloch St

E Superior St

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**DAHA
Portman**



0 50 100 Feet

photo date: 2016
Printed: 9/21/2017

1 inch = 100 feet



Woodland
3211 Allendale Avenue

Indoor Space

Lower Level of Community Center (Exclusive Use)

Zamboni garage/storage shed (Exclusive Use)

Outdoor Space

Outlined in red on the attached Woodland exhibit map



Hartley Field

Allendale Ave

Isanti St

1

8

Woodland Park
7th Division

Osakis St

9

Wadena St

Mendenhall
Division

Woodland Ave

9

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DAHA Woodland



photo date: 2016
Printed: 9/21/2017

0 50 100 Feet

1 inch = 100 feet





**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,

A handwritten signature in black ink, appearing to read "Jessica Peterson".

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?



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 C City of Duluth Incident/Injury Report

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

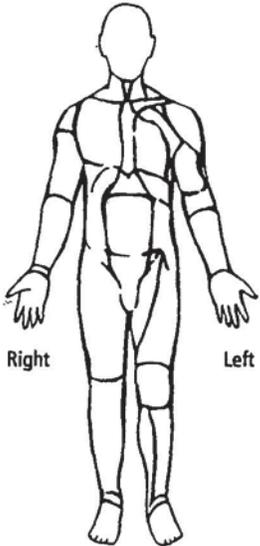
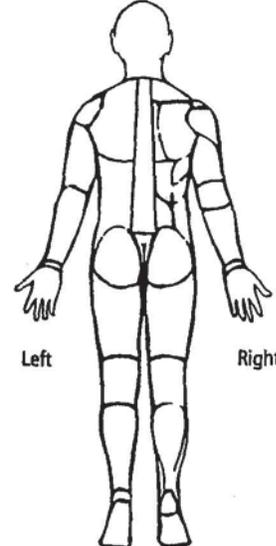
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury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

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

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

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

City of Duluth Incident/Injury Report

<p>CAUSE</p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p>TYPE OF INJURY</p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;">MARK AREAS OF INJURY BELOW:</p> <p style="text-align: center;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Front</p>  </div> <div style="text-align: center;"> <p>Back</p>  </div> </div>
---	---

COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE				
<p>For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred. Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)</p>				
Incident Location: _____		Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____		
City vehicle, property, or equipment involved	Description:			
	Vehicle #: _____	Make/Model: _____	Year: _____	
	Describe damage: _____			
Non-city vehicle, property, or equipment involved	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other	
	Owner address: _____			
	Owner phone number: _____		Vehicle license #: _____	
	Make/Model: _____		Color: _____	Year: _____
	Describe damage: _____			
Weather conditions:	Roadway conditions:	Light conditions:	Approximate temperature: _____ °F	
<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night	Estimated speed: _____ mph	
<input type="checkbox"/> Rain <input type="checkbox"/> Cloudy	<input type="checkbox"/> Wet <input type="checkbox"/> Paved	<input type="checkbox"/> Day	Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty	
<input type="checkbox"/> Fog <input type="checkbox"/> Sleet	<input type="checkbox"/> Snow <input type="checkbox"/> Unpaved	<input type="checkbox"/> Good	What was load: _____	
<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor	Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____