

**DEEP WINTER GREENHOUSE  
CONSTRUCTION AND OPERATION AGREEMENT  
BETWEEN THE CITY OF DULUTH AND  
COMMUNITY ACTION DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, by and between the **CITY OF DULUTH**, a municipal corporation in St. Louis County, Minnesota, hereinafter referred to as “City,” and **COMMUNITY ACTION DULUTH**, a Minnesota nonprofit corporation, hereinafter referred to “CAD.”.

The parties acknowledge the following:

A. The City owns property located adjacent to North 45th Avenue West and Grand Avenue in Duluth legally described as follows:

Lots One (1) through Four (4), inclusive, Block Eight (8), Grand Central Division of Duluth, and all that part of the vacated West Fourth Street alley in said Block 8 lying Easterly of and within One Hundred and Thirty feet (130') of the Easterly line of 45th Avenue W and lying within eight feet (8') of the common boundary line between said vacated alley & Lot Four (4) in said Block Eight (8), EXCEPT the Northwesternly Twenty-five feet (NW'ly 25') of the Southeasterly Forty feet (SE'ly 40') of vacated West 4th Street in the plat of Grand Central Division of Duluth lying between the following described lines: Southwesterly line of Lot One (1) Block 8 extended into the vacated West 4th Street and the Northeasterly line of Lot One (1) Block 8 extended into the vacated West 4th Street and EXCEPT the Southeasterly Fifteen feet (SE'ly 15') of the Southeasterly Forty feet (SE'ly 40') of vacated West 4th Street in the plat of Grand Central Division of Duluth lying between the following described lines: the Northeasterly line of Lot One (1) Block 8 extended into the vacated West 4th Street and a line Sixteen feet (16') Southwesterly (SW'ly) and parallel to the Northeasterly line of Lot One (1) Block 8 extended into the vacated West 4th Street

(hereinafter referred to as the “Property.”)

Said Property is depicted on Exhibit A attached hereto and incorporated into this Agreement by reference.

B. Part of the mission (the “Mission”) of CAD is to strengthen the Duluth area community and foster self-sufficiency by providing community access to food production and promoting sustainable gardening practices.

C. City supports community gardens as part of its commitment to promoting citizen access to good nutrition, improving the ecological footprint of the City, encouraging active and healthy living, agricultural education, and providing spaces for human interaction, food production, and esthetic natural beauty in our daily lives.

D. CAD and City desire to construct and operate a greenhouse and other associated facilities on Property to further CAD's Mission. Said greenhouse is further described and depicted on the Site Plan and designs attached as Exhibit B attached hereto and incorporated by reference into this Agreement (hereinafter the "Greenhouse").

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

**I. Greenhouse Construction**

A. City hereby agrees to construct Greenhouse as described in Exhibit B. Modifications to said plans and specifications shall be reviewed by CAD and the City and shall be approved in writing by the Manager of Community Planning of the City prior to construction.

B. Future additions or improvements to the Property or Greenhouse not planned or specified in Exhibit B must be approved by the City in accordance with the procedure specified in Section 8 below.

**II. Greenhouse Cost**

A. City shall complete site improvements to prepare site for Greenhouse.

B. CAD shall be responsible for all Greenhouse construction and any additional site work costs beyond the City completed site improvements.

C. Site improvements completed by City and any additional site work completed by CAD shall be approved by the Manager of Community Planning prior to commencement.

**III. Term of Agreement**

The initial term of this Agreement is ten (10) years. Notwithstanding the date of execution of this Agreement, this Agreement shall commence on April 1, 2017, and shall continue through the end of the day on \_\_\_\_\_, 2027.

**IV. Greenhouse Ownership**

A. Although City and CAD are partners on the construction of the Greenhouse, Greenhouse shall be owned by City upon completion.

B. Greenhouse and all improvements to Property under this Agreement will become exclusive property and responsibility of the City upon termination or expiration of the Agreement, whichever occurs first.

## **V. Early Termination or Expiration of Agreement**

A. Abandonment. City may terminate this Agreement with sixty (60) days written notice to CAD if City determines that CAD has abandoned Greenhouse.

B. For Cause. City may terminate this Agreement for the material breach by CAD of any provision of this Agreement, including its Exhibits, if such breach is not cured to the satisfaction of City within thirty (30) days of delivery of a written notice by City (or such longer time as specified in the notice). The notice shall identify the breach and the necessary actions to remedy the breach.

C. Immediately. City may terminate or suspend this Agreement immediately if City believes in good faith that the health, welfare or safety of Greenhouse and Property occupants or neighbors would be placed in immediate jeopardy by the continuation CAD's operations.

### **D. Surrender Possession.**

1. Upon termination or expiration of this Agreement, CAD agrees to surrender possession of Property to City in as good condition and state of repair as said Property were in at the time CAD took possession, acts of God excepted.

2. Prior to expiration of Agreement or within fourteen (14) days of early termination, whichever occurs first, CAD may remove any personal property and plants from Greenhouse and Property. These removed personal property and plants shall remain exclusive property of CAD.

3. City retains exclusive ownership of all non-plant Greenhouse and Property fixtures after expiration of this Agreement or early termination, whichever occurs first. Examples of non-plant Property fixtures include, but are not limited to, the Greenhouse, storage sheds, fencing, gates, garden bed structures, and benches.

4. All personal property and plants, remaining on Property or in Greenhouse upon expiration of Agreement or after fourteen (14) days of early termination, whichever occurs first, shall become exclusive property of City.

## **VI. Maintenance and Operation**

A. CAD acknowledges that it and all of its members and users are planting and cultivating at their own risk.

B. CAD shall maintain Greenhouse and Property in a safe and clean condition and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items.

C. CAD is solely responsible for storage, theft, and/or vandalism of the Property, Greenhouse, and all personal property, including but not limited to equipment, tools, and machinery in and to Greenhouse and on Property outside Greenhouse.

D. CAD shall provide the City's Community Planning Manager with forty-eight (48) hours prior written notice of its planned application of any fertilizers or pesticides. All applications are subject to the written authorization of the City's Community Planning Manager. CAD further agrees that the application of any restricted label fertilizers or pesticides be performed only by an applicator currently licensed by the State of Minnesota. Any restricted label fertilizers or pesticides applied by other than a currently licensed applicator shall be grounds for immediate termination of this agreement. The City reserves the right to determine and prohibit an environmentally harmful fertilizer or herbicide.

E. CAD is responsible for all maintenance of Greenhouse and Property, including but is not limited to, snow removal, cleaning, washing, sand or debris removal, tree and grass cutting and removal, trash collection and removal, sweeping, and restroom services. City shall not provide or assist in maintenance of Greenhouse and Property during this Agreement.

F. CAD is responsible to maintain the public sidewalks on or abutting the Property and Greenhouse year-round during the term of this Agreement, specifically the sidewalks adjacent to Grand Avenue and vacated West 4th Street as depicted on Exhibit A.

G. CAD agrees to procure, at CAD's sole expense, all licenses and permits necessary for carrying out the provisions of this Agreement.

H. CAD is solely responsible for all utilities on and to Greenhouse and Property.

I. No permanent structures or murals or other permanent works of art may be built, displayed, or stored on Property without permission from the City's Community Planning Manager.

J. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in or on the Property or Greenhouse, except in designated parking spaces, if any.

## **VII. Access**

City shall have unlimited access to the Greenhouse and Property during Agreement for the purposes of inspection and ensuring CAD's compliance with Agreement.

## **VIII. Alterations or Improvements**

A. CAD shall not make any alterations or improvements to the Greenhouse and Property that are not herein described without the prior written consent of the City and upon the terms and conditions which may be imposed by the City. CAD agrees to pay to the City upon demand the reasonable costs incurred by City to repair any damage done to the Greenhouse or

Property by CAD, its employees, volunteers, servants, agents, contractors, invitees, and licensees during the term of this Agreement.

B. CAD may, at its sole cost and expense, make suitable improvements or alterations to the Property or Greenhouse upon advance written approval from the City. All such improvements (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, CAD shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request is attached to and incorporated by reference into this Agreement as Exhibit C. These documents shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Code.

C. CAD agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Premises, CAD will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City's Claims Investigator and Adjuster before the commencement of any construction hereunder.

#### **IX. Insurance and Indemnification**

A. During the term of this Agreement, CAD shall have such coverage as will protect CAD and the City against risk of loss or damage to the Greenhouse and any other property permanently located or exclusively used at the Greenhouse and against claims that may arise or result from the maintenance and use of the Greenhouse during the Agreement. CAD shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of \$1,500,000 for property damage liability. Insurance required in this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. CAD shall provide to Certificates of Insurance to City evidencing said insurance coverage. The Certificates of Insurance shall name City as additional insured.

B. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the CAD's interests and liabilities.

C. The City shall not be liable to CAD for any injury or damage resulting from any defect in the construction or condition of the Greenhouse or Property, nor for any damage that may result from the negligence of any other person whatsoever.

D. CAD agrees to indemnify, save harmless, and defend the City and its officers,

agents, servants and employees from and against any and all claims, suits, loss, judgments, costs, damage and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or CAD, 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 CAD, arising out of, related to or associated with the use, maintenance or operation of the Greenhouse and Property by CAD or performance of its obligations under this Agreement.

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

#### **X. Incident Reports**

CAD shall notify the City's Community Planning Manager in writing of any incident of injury or loss or damage to the Property or any CAD's participants or invitees occurring within the Property or Greenhouse during the Term of this Agreement, except for damage to CAD's personal property. 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 hereto as Exhibit D.

#### **XI. Records Retention**

CAD agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, all CAD books, records, documents, and accounting procedures and practices related to the Property and Greenhouse are subject to examination by the City or the State Auditor for six (6) years after the termination or expiration of this Agreement. Upon forty-eight (48) hours advance notice by City, CAD shall provide all requested financial information.

#### **XII. Taxes**

CAD hereby agrees to pay all license, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of CAD's operations or construction of the Greenhouse or Property, including real property taxes, if applicable. It is further agreed that City may pay the same on behalf of CAD and immediately collect the same from the CAD, if necessary. CAD 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.

#### **XIII. 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 CAD as agents, representatives or employees of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

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

#### **XIV. No Assignment Allowed**

CAD shall not in any way assign or transfer its rights or interests under this Agreement.

#### **XV. Laws, Rules and Regulations**

During the term of this Agreement, CAD agrees to conduct its activities related to the Greenhouse and Property in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth.

#### **XVI. Civil Rights Assurances**

City and CAD hereby covenant and agree that:

A. 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, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regards Greenhouse construction, Greenhouse access and use, or Property access and use.

B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

#### **XVII. Government Data Practices**

CAD shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by CAD under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by CAD. If CAD receives a request to release the

data referred to in this clause, CAD must immediately notify the City and consult with the City as to how CAD should respond to the request. CAD agrees to hold the City, its officers, and employees harmless from any claims resulting from the CAD's unlawful disclosure or use of data protected under state and federal laws.

#### **XVIII. Waiver**

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

#### **XIX. No Third Party Rights**

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

#### **XX. Notices**

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

Community Action Duluth  
Attn: Seeds of Success Manager  
2424 W 5th Street #102  
Duluth, MN 55806  
Insert Phone Number

City of Duluth  
Attn: Community Planning Manager  
411 W. First Street, Room 208  
Duluth, MN 55803

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

#### **XXI. Compliance with Agreement**

The rights of CAD to use the Property and construct the Greenhouse are subject to CAD's compliance with the undertakings, provisions, covenants, and conditions herein.

## **XXII. Force Majeure**

Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

## **XXIII. Applicable Law**

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

## **XXIV. Amendments**

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

## **XXV. Severability**

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

## **XXVI. Authority to Execute Agreement**

The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said parties on their behalf will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

**XXVII. Entire Agreement**

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.

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

**CITY OF DULUTH**

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

Mayor

Attest: \_\_\_\_\_

City Clerk

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

Countersigned:

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

Approved as to form:

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

**COMMUNITY ACTION DULUTH**

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

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

EXHIBIT A – Property Map

EXHIBIT B – Greenhouse Site Plan and Construction Designs

EXHIBIT C – Project Proposal Request Form

EXHIBIT D – Incident Report



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  
Property Map



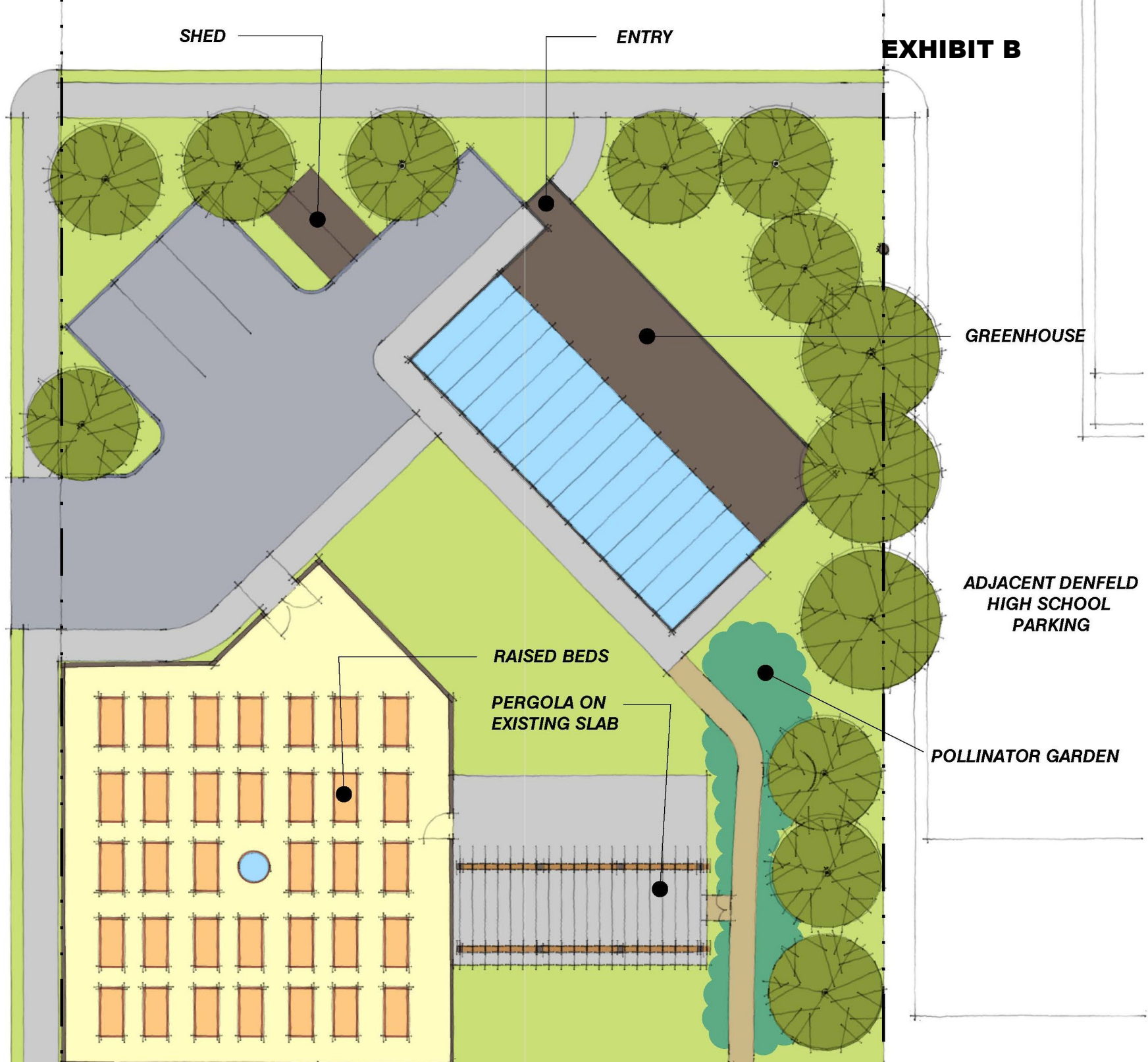
1:720  
1 inch = 60 feet

0 30 60 Feet

Photo Date: May 2016  
Print Date: 7/7/2016

Prepared By:  
The City of Duluth GIS Office





SHED

ENTRY

EXHIBIT B

GREENHOUSE

ADJACENT DENFELD  
HIGH SCHOOL  
PARKING

RAISED BEDS

PERGOLA ON  
EXISTING SLAB

POLLINATOR GARDEN



**EXHIBIT C**  
**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)



June 9, 2016

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 Property and Facilities Management as the City entity that will: (1) accept and review all submitted Project Proposal Forms; (2) direct proposals to appropriate City staff; and, (3) facilitate the process to project completion. Once your project proposal request is received, the reviewing process will start and you or your organization will receive a response with thirty (30) days.

The intent of this process is to expedite decision making, 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, Property and Facilities Management 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 Danielle Erjavec at (218) 730-4333.

Sincerely,

Erik Birkeland  
Property & Facilities Manager  
City of Duluth  
1532 West Michigan Street  
Duluth, MN 55806



## CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



Use this form to propose a City of Duluth improvement project. 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 thirty (30) days of submission.

### APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Neighborhood:

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 address, name of street, neighborhood, intersection, GPS coordinates, etc. 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 that the committee has 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 City?



## CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



### **PROJECT COST**

*Describe the approximate cost to complete the project. This can be a "guesstimate." This is only considered to be a rough guideline.*

### **POTENTIAL SOURCE OF FUNDING**

*Describe potential funding sources for the project.*

### **NEIGHBOR SUPPORT**

*Does this project have the support of neighbors living nearby?*

Yes      No      Uncertain      Not Applicable

*Comments:*

### **ENERGY USE**

*Will this project change the use of any energy type listed below?*

Yes      No      Uncertain      Not Applicable

*If yes, check all energy types where use is expected to change.*

ELECTRICITY (kWh)      GAS (Therms)      OIL (gallons)      STEAM (Pounds)      WATER and SEWER (CCF)

### **ADDITIONAL CONSIDERATIONS**

The City of Duluth considers our long-term strategies, Master Plans, Accessibility Plan and Capital Improvement list, as well as legal requirements, in evaluating proposals. Please review the considerations below and add any comments you have.

**CONSIDERATION (A):** Project is compatible with Park Master Plan, systems plans, Strategic Plans, etc.

**COMMENT (A):**

**CONSIDERATION (B):** Project is compliant with ADA Accessibility Plans.

**COMMENT (B):**



## CITY OF DULUTH - PROJECT PROPOSAL REQUEST 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:**

**DANIELLE ERJAVEC  
PROPERTY SERVICES SPECIALIST  
CITY OF DULUTH  
PROPERTY & FACILITIES MANAGEMENT  
1532 W MICHIGAN STREET  
DULUTH, MN 55806  
[projectproposal@duluthmn.gov](mailto:projectproposal@duluthmn.gov)  
(218) 730-4333**



# CITY OF DULUTH – PROJECT PROPOSAL REQUEST FORM (cont'd/addtl information)

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# CITY OF DULUTH – PROJECT PROPOSAL REQUEST FORM (cont'd/addtl information)

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**EXHIBIT D****City of Duluth Incident/Injury Report**

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

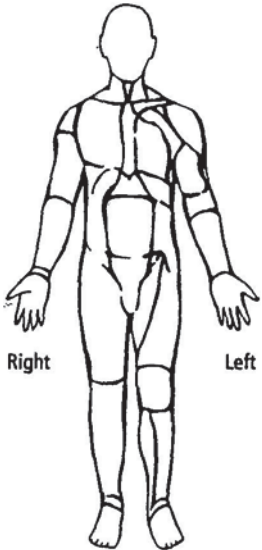
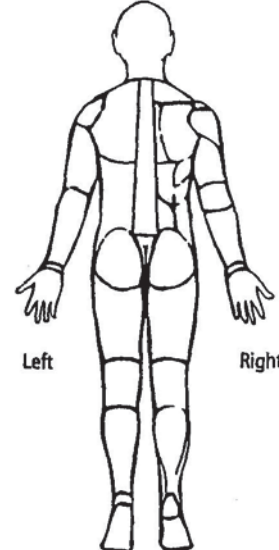
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought: <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><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> <p style="text-align: center; font-size: small;">Areas can be marked by typing an "X" in the text box wherever needed.</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><b>For vehicle accidents:</b> Attach sketch and additional information of how vehicle accident occurred.</p> <p>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><b>Weather conditions:</b></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><b>Roadway conditions:</b></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><b>Light conditions:</b></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: \_\_\_\_\_