

EXHIBIT 1

LAKESIDE – LESTER PARK COMMUNITY CENTER USE AND OPERATIONS AGREEMENT BY AND BETWEEN THE CITY OF DULUTH AND LAKESIDE – LESTER PARK COMMUNITY CLUB

THIS USE AND OPERATIONS AGREEMENT (this “Agreement”) is by and between the CITY OF DULUTH, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota, (the “City”) and LAKESIDE – LESTER PARK COMMUNITY CLUB, a Minnesota non-profit corporation (the “Club”). The City and the Club are collectively referred to in this Agreement as the “Parties.”

WHEREAS, the City owns the former Lester Park Library, which includes a building (the “Building”) and the adjoining land, various fixtures and personal property contained therein, located at 106 North 54th Avenue East, Duluth, Minnesota 55804 and depicted on the attached Exhibit A (collectively, the “Premises”); and

WHEREAS, the Club desires to use and operate the Premises for recreational and community advancement purposes, including the ability to rent out the Premises to the public (as further described in the Program Description attached as Exhibit B, referred to in this Agreement collectively as the “Services”); and

WHEREAS, the City recognizes the Club’s efforts at the Premises and desires to enter into this Agreement for the Club’s use and operation of the Premises so that the Club can provide the Services.

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

I. The Premises.

A. Subject to the terms and conditions of this Agreement, the City grants to the Club the exclusive right to use the Premises. The Club’s use of the Premises shall be limited to providing the Services.

B. The Club acknowledges and understands that the Premises is public property that requires the cooperation of all users and coordination of activities. This cooperation includes ingress and egress and use of amenities and related improvements. The City’s Property and Facilities Manager, or their designee (the “Manager”) shall ultimately determine the appropriate use of the Premises and shall decide any disputes between the Club and any other users of the Premises.

C. The Club is taking the Premises “as is,” in their present physical condition, and the City makes no warranty, either express or implied, that the Premises are suitable for any purpose,

including the Services. The City is not obligated to make any alterations or improvements on or to the Premises, or to provide any maintenance of the Premises.

II. Rent.

The Club shall not pay rent to use the Premises. The Club acknowledges that the City is allowing the Club to use the Premises at no cost because of the public benefit of (i) the Services, and (ii) the Club undertaking the operation and maintenance obligations set forth in Section V below. This reduced rate is specifically conditioned upon the Club's continuation of the Services and the operation and maintenance obligations throughout the Term (defined below).

III. Term and Termination.

A. Term.

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall be deemed to commence on September 1, 2023, and shall expire at the end of the day on August 31, 2027, unless earlier terminated (the "Term").

B. Termination.

1. Abandonment. The City may terminate this Agreement with thirty (30) days written notice to the Club if the City determines that the Club has abandoned the Premises or has stopped providing (i) the Services, or (ii) the operation and maintenance obligations set forth in Section V below.

2. For Cause. The City may terminate this Agreement for the material breach by the Club of any provision of this Agreement if such breach is not cured to the satisfaction of the City within thirty (30) days of delivery of a written notice by the City (or such longer time as specified in the notice). The notice shall identify the breach and the necessary actions to remedy the breach. If the Club fails to cure the breach as required by the notice prior to the expiration of the thirty (30) day notice, this Agreement shall automatically terminate.

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

4. Immediately. 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 the Club'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 termination or expiration of this Agreement, whichever occurs first, the Club agrees to surrender possession of the Premises to the City in as good condition and state of repair as the Premises were in at the time the Club took possession, normal wear and tear and damage from the elements excepted. The Club shall restore the Premises to its original condition at the

time of execution of this Agreement, normal wear and tear and damage from the elements excepted, or, upon demand, pay to the City the reasonable costs incurred by the City to restore the Premises as required by this Agreement.

2. Prior to expiration of the Term or within fourteen (14) days of early termination, whichever occurs first, the Club may remove its personal property from the Premises. The removed personal property shall remain exclusive property of the Club.

3. All personal property remaining at the Premises upon expiration of the Term or fourteen (14) days after early termination, whichever occurs first, shall become exclusive property of the City.

V. Operation & Maintenance.

A. The Club shall be solely responsible for managing its use and the public's use of the Premises. The Club's responsibilities shall include, but not be limited to, the following:

1. Proper supervision by a competent adult at all times of operation.
2. Maintain the Premises, at its sole expense, in good order and condition and state of repair, normal wear and tear excepted.
3. Provide, at its sole expense, those items required for daily operation, maintenance and cleaning 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 good order and condition and state of repair, normal wear and tear excepted.
4. Remove snow and ice and provide anti-slip treatment on all sidewalks, pathways and parking lots servicing and adjoining the Premises in a timely manner. Perform all mowing, landscaping and related grounds maintenance on the Premises.
5. Provide and promptly pay, at its sole expense, for all utilities and services to the Premises, including but not limited to: electric, heat, water, sewer and garbage/recycling pick-up. The Club shall also be responsible for wireless internet service and any telephone lines and telephones if it chooses to have such services at the Premises.
6. Remove all litter or other waste and properly dispose and recycle the same into the proper waste disposal and recycling containers.
7. Keep the Premises free from rodents, insects, and other pests. The City may require the Club to contract with a pest exterminating contractor to exterminate as may be necessary and as may be directed by the City. The sole cost and expense of this service shall be the responsibility and obligation of the Club. In addition, the City may pay a pest exterminating contractor on behalf of the Club and immediately collect the cost from the Club, or reduce any amount owed to the Club by the City by the amount paid to the pest exterminating contractor.

8. Comply with the City's verbal and written guidelines and instructions relating to recycling, energy efficiency, and maintenance applicable to the Premises, which written guidelines and instructions may be electronically provided by the City. The Club may have appliances in the Building only with the Manager's prior written approval. Any appliance in the Building must be energy star certified.

9. Maintain its own equipment in a safe and properly maintained manner at the Club's sole expense and prohibit the use of any unsafe or unmaintained equipment at the Premises.

10. Provide, at its sole expense, all staff, equipment, and cleaning supplies necessary to carry out the provisions of this Agreement.

11. Prohibit smoking, vaping, and use of tobacco products, alcohol, and illegal drugs at the Premises by any person.

12. Promptly notify the City of any maintenance or major repair work needed at the Premises and immediately take actions to maintain the public safety, avoid injury to persons and limit damage to the Premises, including but not limited to, bed bugs or roaches, property damage, major accident or death, flooding or leaking (water, gas, etc.), environmental crisis (pollutants, electrical lines down, gas leak, chemical release, flooding, or other serious issues), and any property/physical building emergencies not otherwise listed. The Club acknowledges that the City (i) does not intend to undertake any repairs or equipment replacement or repair at the Premises; and (ii) intends to close the Premises and terminate this Agreement in the event major repairs or equipment replacement at the Premises are necessary.

13. Manage, oversee, and supervise the rentals of the Premises, which duties include:

a. Schedule recreational and community events and programs (each an "Event"). The Club may rent any portion of the Building 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. The Club 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 the Club. A schedule of rental fees for the use of the Building shall be created by the Club 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 (the "Master Calendar") of all scheduled Events. An up to date version of the Master Calendar shall be provided to the Manager upon request during the Term.

c. Collect the rental fees and deposits, if applicable. All fees and deposits shall be separately managed and/or accounted for by the Club 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.

B. The Club shall be responsible for any losses or damages whatsoever caused by the negligence or intentional act of the Club, or its members, employees, agents, participants, volunteers, or invitees to the Premises or to any of the City's personal property or fixtures.

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

VI. City Responsibilities.

The City may, at its sole discretion, undertake repairs to the Premises. The City shall have no obligation to undertake any repairs.

VII. Access.

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

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

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

VIII. Alterations or Improvements.

A. The Club may, at its sole cost and expense, make suitable improvements or alterations to the Premises only upon advance written approval from the City, which approval may be given or withheld in the City's sole discretion. All such improvements or alterations (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, the Club shall submit to the City a Project Proposal Request along with detailed plans. A copy of the City's form of Project Proposal Request is attached as Exhibit C. The Project Proposal Request shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to all applicable laws.

B. Not less than thirty (30) days prior to commencement of any construction, alteration or improvement to the Premises, the Club will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance is subject to the approval of the City's Risk Manager, which approval must be obtained before the commencement of any construction.

IX. Insurance and Indemnification.

A. During the Term, the Club shall maintain such insurance coverage as required by this Agreement and as will protect the Club and the City against risk of loss or damage to the Premises and against claims that may arise or result from the maintenance and use of the Premises during the Term. The Club shall procure and maintain continuously in force: (1) workers compensation insurance in accordance with applicable law; (2) Commercial General and Liability Insurance with limits not less than \$1,500,000 Single Limit that shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. The Club may meet the minimum amount of insurances as required above by obtaining an umbrella policy with a “form following” provision. Insurance coverage shall include premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the Club’s interests and liabilities. Insurance required by this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the United States and licensed to do business in the State of Minnesota.

B. The City shall always be named as an Additional Insured under the Commercial General Liability Policy, and the Club shall provide Certificate(s) of Insurance evidencing such coverage with 30-days’ notice of cancellation provision included. The Club shall provide the City with Certificate(s) of Insurance evidencing the required insurance coverage - with 30-day notice of cancellation, non-renewal, or material change provisions included - upon execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the Term. The City reserves the right to require the Club to increase the coverages set forth above and to provide evidence of such increased insurance to reflect the municipal liability limits set forth in Minn. Stat. § 466.04, as amended from time to time.

C. The City shall not be liable to the Club 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.

D. To the fullest extent permitted by law, the Club shall defend, indemnify, and hold the City and its employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney’s fees and expenses, whether asserted by itself or any third party, including claims arising from the acts, omissions, negligence, or misconduct of the Club or that of its agents, employees, invitees or contractors, or of the Club’s use or occupancy of the Premises. The obligations shall include, but not be limited to, the obligations to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City are alleged to be or could be found to arise out of acts or omissions of the Club, or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of the Club, or arise out of or relate to the Club’s negligent, intentional, or wrongful acts or omissions, including breach of any duty in this Agreement by the Club. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against the City. On ten days’ written notice from the City, the Club will appear and defend all

lawsuits against the City growing out of such injuries or damages using counsel acceptable to the City. This section shall survive the termination of this Agreement for any reason. The Club shall not have the obligation to indemnify the City for the City's intentional, willful or wanton acts.

E. The Club shall indemnify the City for any damage to the Premises or any of the City's property caused by the Club, its employees, agents, volunteers, participants, users or invitees.

X. Financials, Reporting, and Records Retention.

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

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

C. The Club shall file with the City Auditor an annual itemized statement showing all the Club's income and expenses related to the use, operation and maintenance of the Premises. The statement shall be filed not later than September 1 of each year this Agreement remains in effect and shall include all required financial information from the previous year. The statement shall also include a designation of the official contact person responsible for the administration of this Agreement along with that person's address and phone numbers. The Club shall provide the City with updated copies of its Bylaws and Articles of Incorporation in the event they are modified during the Term.

XI. Independent Relationship.

A. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the Parties or of constituting the Club as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The Parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

B. The Club 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 the Club's employees or agents while so engaged shall in no way be the responsibility of the City.

XII. No Assignment Allowed.

The Club shall not in any way assign or transfer its rights or interests under this Agreement or sublet the Premises or any portion thereof, except for an Event as described in Section V. above.

XIII. Laws, Rules, and Regulations.

A. The Club shall make the 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, operation or maintenance of the Premises.

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

C. The Club shall operate the Premises in compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

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

XIV. Taxes.

The Club shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of the Club's use or operation of the Premises, including real property and sales taxes, if applicable. The City may pay the same on behalf of the Club and immediately collect the same from the Club, or reduce any amount owed to the Club by City in an equal amount. The Club shall collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and file all required reports and forms in proper form related thereto on or before their due date.

XV. Government Data Practices.

A. The Club 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 the Club under this Agreement.

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

XVI. Waiver.

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

XVII. No Third Party Rights.

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

XVIII. Communications.

The Parties acknowledge that a full and complete exchange of information is necessary for a successful relationship, and each party shall communicate openly and regularly with the other with regard to this Agreement.

XIX. Notices.

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

Lakeside - Lester Park Community Club
Attn: Jeff Cox
106 North 54th Avenue East
Duluth, Minnesota 55804
(218) 591-3372

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

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

XX. Compliance With Agreement.

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

XXI. Applicable Law.

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

XXII. Amendments.

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

XXIII. Severability.

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

XXIV. Authority To Execute Agreement.

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

XXV. Incident Reports.

The Club shall promptly notify the Manager in writing of any incident of injury or loss or damage to the Premises or to any employee, agent, user, participant or invitee occurring on or within the Premises during the Term, except for damage to the Club's personal property. Such written report shall be in a form acceptable to the City's Risk Manager. A copy of the City's current form of Incident Report is attached as Exhibit D.

XXVI. Execution and Delivery.

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

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. The exhibits to this Agreement are as follows:

- | | |
|-----------|-------------------------------|
| Exhibit A | Depiction of Premises |
| Exhibit B | Program Description |
| Exhibit C | Project Proposal Request Form |
| Exhibit D | Incident Report Form |

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

CITY OF DULUTH

By: _____
Mayor

ATTEST:

City Clerk

Dated: _____

Approved as to form:

City Attorney

Countersigned:

City Auditor

**LAKESIDE – LESTER PARK
COMMUNITY CLUB**

Signed by:
By: Jeff Cox
70B5537DCB5B49B...

Its: Treasurer _____

Printed Name: Jeff Cox

Dated: 9/6/2024



EXHIBIT A



Premises



County Land Explorer

St. Louis County

www.stlouiscountymn.gov/explorer

Minnesota

Disclaimer

This is a compilation of records as they appear in the Saint Louis County Offices affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein

Map created using County Land Explorer
www.stlouiscountymn.gov/explorer

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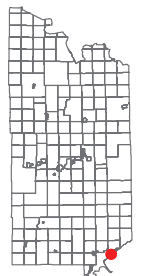


EXHIBIT B

The Lakeside-Lester Park Community Club (LLPCC) operates an After School Drop-In Program at 106 N. 54th Avenue East, since 1998. The building is owned by the City of Duluth and the Community Club rents from the City. The LLPCC is a registered non-profit with the State of Minnesota and is responsible for all costs, utilities and Programs.

The LLPCC After School program is for upper elementary, middle and high school students, from 2:15 p.m. – 6:30 p.m., Monday thru Friday, which supplements the Key Zone program at the local elementary school one block away. The program is supervised by two adults, over the age of 21, selected, approved and paid by the LLPCC Board, and there has never been a monetary charge to families. After school activities are provided, along with homework help and supervision of respectful behavior to others. Funds are secured through grants, rentals, fund raisers and donations for expenses of the program.

In addition, the LLPCC hosts a monthly membership meeting or event geared to adults, youth and/or families. These occasions can vary from candidate forums, Halloween Party, Santa Breakfast or informational on a current issue or interesting topic.

(HIBIT 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:
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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: _____

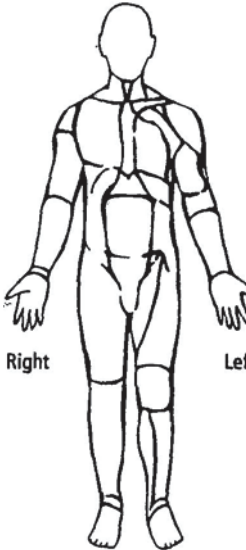
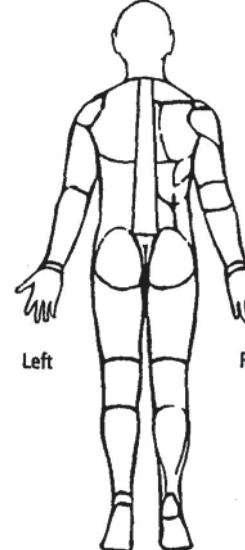
Names and phone numbers of witnesses:

Incident was a result of: safety violation machine malfunction product defect motor vehicle accident 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>
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COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE

For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.
Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)

Incident Location: _____		Time of incident: _____ <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: _____

EXHIBIT D

PROJECT PROPOSAL APPLICATION FORM

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

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

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

APPLICANT CONTACT INFORMATION - REQUIRED

Date of Application

Name

Organization

Email

Phone

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

Proposed Project Name

Proposed Project Location

PROJECT PROPOSAL FORM - APPLICATION QUESTIONS

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

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

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

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

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

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

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

For Temporary Art Installations:

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

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

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

Additional Information:

FOR OFFICE USE ONLY

The following criteria will be used to evaluate project proposals:

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

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

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