

# EXHIBIT 1

## Woodland Community Center Lease & Management Agreement Between the City of Duluth and Duluth Area Family Y.M.C.A.

THIS AGREEMENT, is by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota, hereinafter known as “City,” and Duluth Area Family Y.M.C.A., a Minnesota non-profit corporation, hereinafter referred to as “YMCA.”

WHEREAS, the City owns the Woodland Community Center building (the “Building”) together with the surrounding green space, parking lot, park amenities, various fixtures, and personal property contained therein, located at 3211 Allendale Avenue, Duluth, Minnesota 55803 (collectively, the “Community Center”). The Community Center is depicted on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, YMCA has leased and managed certain portions of the Community Center since 2009;

WHEREAS, YMCA provides critical services to the community through its lease and management of certain portions of the Community Center. In addition to the YMCA’s gymnastics, dance, and athletic programming (“Programming”), the YMCA offers a variety of other youth, adult, and community programming for YMCA members and the general public (“Services”) at the Community Center; and

WHEREAS, YMCA desires to continue to lease and manage a portion of the Community Center as described in this Agreement; and

WHEREAS, the City desires to lease certain portions of the Community Center to YMCA for YMCA’s use and management thereof, and so that YMCA can provide the Programming and the Services.

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. Leased Premises.

A. City leases to YMCA, on the terms set forth in this Agreement, the “Leased Premises,” which includes collectively the “Exclusive Space” and “Non-Exclusive Space” as defined below.

B. Exclusive Space.

YMCA shall have exclusive use of the upper floor of the Building at the Community Center (the “Exclusive Space”).

C. Non-Exclusive Space.

1. YMCA shall have the non-exclusive right to use the parking lot, surrounding green space and park amenities located at the Community Center (the “Non-Exclusive Space”).

2. YMCA acknowledges and understands that the Community Center’s tennis courts, parking lot, park amenities and surrounding green space shall remain open to the general public.

3. The City contracts use of the ball fields at the Community Center with youth and adult baseball and softball leagues under agreements separate from this Agreement. However, YMCA may utilize the ball fields at the Community Center when not in use by the baseball and softball leagues. The fields shall be open and available for use by the general public when not in use by the baseball and softball leagues or YMCA. City retains the ability to schedule use of the ball fields and shall prevail in any disputes between user groups.

D. The lower level of the Building is specifically excluded from the Leased Premises and this Agreement.

E. City makes no representations or warranties, either express or implied, that the Leased Premises is suitable for any specific uses, including its Programming or Services. YMCA accepts the Leased Premises in “as is” condition without representations or warranties of any kind. City is not obligated to make any alterations or improvements on or to the Leased Premises.

F. YMCA’s use of the Leased Premises shall only be for the YMCA’s Programming and Services and public recreational and community advancement purposes. However, YMCA shall be responsible for all activities arising out of, related to, or associated with YMCA’s use, management, and operations of the Leased Premises.

G. YMCA acknowledges that the Community Center is a multi-use facility requiring cooperation of all users and coordination of activities. This cooperation includes ingress and egress and use of amenities and related improvements. YMCA acknowledges that the City’s Property and Facilities Manager (“Manager”) shall ultimately determine the appropriate use of the Community Center, and shall decide any disputes between YMCA and any other users of the Leased Premises.

II. Rent.

City shall not charge YMCA rent in relation to this Agreement. The consideration for this Agreement shall instead be the public benefit provided by YMCA through its Services and Programming, and the mutual promises set forth in this Agreement.

III. Term.

The term of this Agreement shall be three years. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on May 1, 2017, and shall expire at the end of the day on April 30, 2020, unless earlier terminated as provided in this Agreement (the “Term”).

IV. Termination or Expiration of Agreement.

A. Abandonment. City may terminate this Agreement with thirty (30) days written notice to YMCA if City determines that YMCA has abandoned the Leased Premises or stopped providing Services on the Leased Premises, or both.

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

C. Without Cause. Either party may terminate this Agreement without cause by providing at least ninety (90) calendar days’ written notice to the other party.

D. Immediately. City may terminate this Agreement immediately on written notice to YMCA if City believes in good faith that the health, welfare, or safety of the Community Center or Leased Premises, or occupants, users or neighbors would be placed in immediate jeopardy by the continuation of YMCA’s operations on the Leased Premises.

E. Surrender Possession.

1. Upon termination or expiration of this Agreement, whichever occurs first, YMCA agrees to surrender possession of Leased Premises to City in as good condition and state of repair as the Leased Premises were in at the time YMCA took possession, normal wear and tear and damage from the elements excepted. YMCA agrees to restore the Leased 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 City the reasonable costs incurred by City to restore the Leased Premises as required by this Agreement.

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

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

V. Operation and Maintenance.

A. YMCA shall be responsible for the general management of the Community Center, except for the lower level of the Building. YMCA's responsibilities shall include, but not be limited to, the following:

1. Staffing and operating recreational and related programs offered to the general public at the Leased Premises. Such programs shall be scheduled and advertised similar to other YMCA programs. YMCA may charge reasonable fees for its programs and retain the fees. A listing of all YMCA programs scheduled to be held on the Leased Premises complete with dates, times, and fees to be charged, shall be provided to City at least thirty (30) days prior to the commencement of such programming.

2. Managing, overseeing and supervising the rentals and all user groups (including guests, invitees and agents thereof) of the Leased Premises, which duties include:

a. Scheduling recreational and community events and programs (each an "Event"). YMCA may rent any portion of the Non-Exclusive Space to individuals, groups, clubs or organizations 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 circumstance in the community. YMCA shall have the right to retain all rental fees, except as otherwise set forth in this Agreement. All rentals shall be documented by a written rental agreement, which form of rental agreement shall be approved by the City Attorney prior to its use by YMCA. A schedule of rental fees for the use of the Non-Exclusive Space shall be created by the YMCA and submitted to the Manager for approval prior to becoming effective, which approval shall not be unreasonably withheld or delayed.

b. Maintaining 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 on or before the 1st day of each month during the Term.

c. Collecting the rental fees and deposits for the use of the Non-Exclusive Space, as applicable. All fees and deposits shall be separately managed and/or accounted for by YMCA in order to identify funds received or expended in the operation and maintenance of the Community Center.

d. Ensuring renters and user groups' compliance with all rules and laws.

3. Providing, at its expense, all daily cleaning, minor repairs (defined as repairs with total documented cost of less than \$500.00 per repair, including materials and labor), and routine maintenance necessary to properly operate and maintain the Leased Premises in a safe and reasonable state of repair, normal wear and tear excepted, including cleaning of interior windows of the Exclusive Space.

4. Providing those items required for daily operation, maintenance and cleaning of the Leased 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 Leased Premises in good order and condition and state of repair, normal wear and tear excepted. YMCA shall not responsible for major or Non-Routine Maintenance (defined below) that requires a licensed or skilled tradesperson (e.g., plumber, electrician, carpenter, etc.).

5. Keep the upper level of the Building free from rodents, insects, and other pests. City may require YMCA 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 YMCA. It is further agreed that City may pay a pest exterminating contractor on behalf of YMCA and immediately collect the same from YMCA, or reduce any amount owed to YMCA by City pursuant to this Agreement.

6. Removing snow and ice, and providing anti-slip treatment, on all sidewalks, pathways, and entrances servicing the Community Center.

7. Removing all litter or other waste from the Building, and properly disposing and recycling of same into the proper waste disposal and recycling containers provided within the Building.

8. Providing, at YMCA's sole expense, all staff, equipment, and cleaning supplies necessary to carry out the provisions of this Agreement.

9. Complying with City's established guidelines and instructions relating to recycling, energy efficiency, and maintenance applicable to the Community Center.

10. Maintaining the YMCA's equipment in a safe and properly maintained manner at YMCA's sole expense.

11. Prohibiting the use of any unsafe or unmaintained equipment at the Leased Premises.

B. YMCA shall promptly notify City of necessary major or Non-Routine Maintenance, including any maintenance that requires a licensed or skilled tradesperson, so that City can make the necessary repairs or arrange for a service provider of City's choice to make the repairs.

C. YMCA agrees that any utilities or services, such as internet or cable television services, beyond the basic utilities provided by City as described in Section VI.A. below shall be the sole responsibility of YMCA.

D. YMCA shall be responsible for any losses or damages whatsoever caused by the negligence or intentional act of YMCA, or its employees, agents, Services participants, volunteers, invitee to the Community Center or to any City personal property or fixtures.

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

F. YMCA shall not make structural changes to the Leased Premises or Community Center without the written permission of the City's Manager. The installation of telephone or internet service does not apply to this provision.

## VI. City Responsibilities.

City agrees to provide the following services at the Community Center and the Leased Premises:

A. The following utilities: local telephone service, electricity, gas, water, sewer, and trash collection. For any Event requiring extraordinary utilities usage, YMCA shall charge the renter an additional fee for utilities based on estimated usage and said fee shall be remitted to City to reimburse City for the extraordinary utilities usage.

B. 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. All snow plowing of parking areas, grass cutting, and related grounds maintenance to the same level as currently provided.

## VII. Access.

A. City may occasionally schedule activities and events on or at the Leased Premises when not in use or rented out by YMCA and shall not be charged any fee for such use, so long as such uses do not materially interfere with or limit YMCA's fee-generating activities.

B. The City shall have unlimited access to the Community Center and the Leased Premises for the purposes of inspection and ensuring YMCA's compliance with this Agreement. City shall provide YMCA with reasonable notice if accessing the Leased Premises and shall only access the Leased Premises after business hours except in the event of an emergency. YMCA shall not change the locks or otherwise prohibit or inhibit the City's access to any portion of the Leased Premises. Except in the case of an emergency or a life, health or building safety issue, City shall notify YMCA at least 30 days in advance of any repair or maintenance activities that could interfere with YMCA's use of the Leased Premises.

B. The Manager shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution. YMCA shall comply with

City's Key Control Policy, a copy of which shall be provided to YMCA, and is subject to unilateral change by City during the Term.

C. YMCA shall not make copies of any keys to the Community Center or the Leased Premises. All keys shall be promptly returned to the Manager upon termination or expiration of this Agreement.

D. Notwithstanding anything contained herein, during such times when City-wide voting or elections are held, YMCA shall make available those portions of the Leased Premises designated by the City Clerk for election purposes. Generally, elections are held the second Tuesday in September and the first Tuesday of November. The City shall provide YMCA with at least thirty (30) days written notice prior to any non-scheduled or special election. YMCA agrees that use of the Leased Premises by the City for election purposes takes precedence over any prior commitment YMCA may have scheduled on an election date. YMCA shall not hinder, obstruct, or interfere in any way with City's access or use of the Leased Premises for election purposes.

#### VIII. Alterations or Improvements.

A. YMCA may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises only with advance written approval from the City, which approval may be 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, YMCA 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 B. The Project Proposal Request shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Code.

B. YMCA agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement to the Leased Premises, YMCA 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.

C. YMCA agrees to pay to the City upon demand the reasonable costs incurred by City to repair any damage done to the Community Center or the Leased Premises by YMCA, its employees, volunteers, servants, agents, contractors, invitees, and licensees during the Term.

#### IX. Insurance and Indemnification.

A. During the Term, YMCA shall maintain such insurance coverage as required by this Agreement and as will protect YMCA and City against risk of loss or damage to the Community Center and against claims that may arise or result from the maintenance, operation

and use of the Community Center during the Term. YMCA 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 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. Each year of the Term (or more frequently as reasonably requested by City), YMCA shall provide City Certificates of Insurance evidencing the insurance required by this Agreement. The insurance policies shall be approved by the City Attorney, shall name City as an additional insured and shall provide for at least 30 days’ written notice to City prior to the cancellation of the policy. YMCA shall provide certified copies of all insurance policies required by this Agreement within 10 days of City’s written request.

B. City reserves the right to require YMCA 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. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the YMCA’s interests and liabilities.

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

E. YMCA 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 YMCA, 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 YMCA, arising out of, related to or associated with the use, maintenance or operation of the Leased Premises by YMCA or performance of its obligations under this Agreement.

F. The YMCA shall indemnify the City for any damage to the Leased Premises or any City property caused by the YMCA, its employees, agents, volunteers, participants, users or invitees

G. To the extent permitted by Minnesota law, the City agrees to indemnify, save harmless, and defend YMCA 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 YMCA, 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 YMCA arising out of, related to or associated with negligent acts of the City.

X. Financials, Reporting, and Records Retention.

A. YMCA shall file with the City Auditor an annual itemized statement showing all YMCA income and expenses related to the operation and maintenance of the Leased Premises. The statement shall be filed not later than May 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. A current copy of YMCA's Bylaws and Articles of Incorporation shall be provided to the City before this Agreement takes effect, and YMCA shall provide the City with updated copies if said documents change during the Term.

B. YMCA acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all YMCA books, records, documents, and accounting procedures and practices related to the operation and maintenance of the Leased 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 YMCA shall provide all requested books, records, documents, and accounting procedures and practices related to the operation and maintenance of the Premises.

C. YMCA agrees to maintain all records relating to the Services and the Leased Premises during the Term and for six (6) years after the termination, cancellation, or expiration of this Agreement.

XI. Independent Relationship.

It is agreed that nothing contained in this Agreement is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the Parties or of constituting the YMCA 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. The YMCA's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of the YMCA's employees while so engaged and any and all claims whatsoever arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors, or employees shall in no way be the responsibility of the City. The YMCA and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, or severance pay from or on behalf of the City.

XII. No Assignment or Subletting Allowed.

YMCA shall not in any way assign or transfer its rights or interests under this Agreement or sublet the Leased Premises or any portion thereof, except for rentals for Events as discussed in Section V above.

XIII. Compliance with Laws.

A. YMCA shall make the services provided under this Agreement 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 operation, maintenance or use of the Leased Premises.

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

C. YMCA agrees to operate the Leased 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. YMCA shall procure at its sole expense all licenses and permits necessary for carrying out the provisions of this Agreement.

XIV. Smoking, Tobacco, & Alcohol Use.

YMCA acknowledges and agrees that there shall be no alcohol, smoking or use of tobacco or illegal drugs whatsoever on the Leased Premises or as otherwise prohibited by state or local laws.

XV. Taxes.

YMCA agrees to pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of YMCA's lease or operations of the Leased Premises, including real property and sales taxes, if applicable. It is further agreed that City may pay the same on behalf of YMCA and immediately collect the same from YMCA, or reduce (by the same dollar amount) any amount owed to YMCA by City pursuant to this Agreement. YMCA 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. Communications.

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 regard to this Agreement.

XVII. Government Data Practices.

A. YMCA 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 YMCA under this Agreement.

B. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by YMCA. If YMCA receives a request to release the data referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, YMCA must immediately notify the City and consult with the City as to how YMCA should respond to the request. YMCA agrees to hold the City, its officers, and employees harmless from any claims resulting from the YMCA '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:

Duluth Area Family YMCA  
Attention: Executive Director  
302 West First Street  
Duluth, MN 55802

City of Duluth  
Attn: Property and Facilities Manager  
1532 W. Michigan Street  
Duluth, MN 55806

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 right of YMCA to lease, occupy, manage, and use the Leased Premises are subject to YMCA's compliance with the undertakings, provisions, covenants, and conditions set forth in this Agreement.

XXII. Applicable Law.

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.

XXIII. Amendments.

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

XXIV. Severability.

YMCA 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.

XXV. 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.

XXVI. Incident Reports.

The YMCA shall promptly notify the Manager in writing of any incident of injury or loss or damage to the City's property or to any employee, agent, user, participant or invitee occurring on or within the Community Center during the Term. Such incident shall be reported using the form of the Incident Report attached as Exhibit C.

XXVII. Logos.

YMCA shall have the right to use reasonable signs bearing "YMCA" and/or "Y" identification and logos on the Leased Premises. Such signs shall be in compliance with applicable sign ordinances and regulations. Nothing in this Agreement shall be construed as YMCA licensing its name, the name "YMCA", its logos or any other names, trademarks, service marks or intellectual property rights to the City, either during the Term or after the termination of this Agreement. However, YMCA shall not be allowed to use, erect, and/or attach signage indicating "Young Men's Christian Association" at the Leased Premises.

XXVIII. 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.

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

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the date shown below.

**CITY OF DULUTH**

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

ATTEST:

\_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

Approved as to form:

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

Countersigned:

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

**DULUTH AREA FAMILY Y.M.C.A**

By: Toni Christensen

Its: CAO  
Authorized Representative

Printed Name: Toni Christensen

Dated: 5.18.17



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.

# Exhibit A - Leased Premises Woodland Community Center

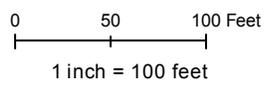


photo date: 2016  
Printed: 4/27/2017





## EXHIBIT B

### 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**

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

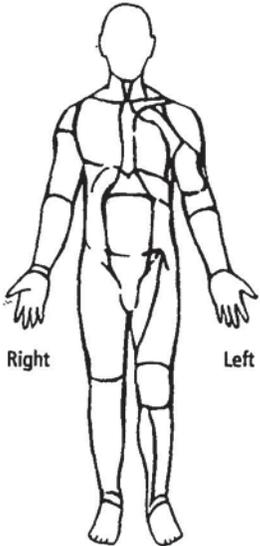
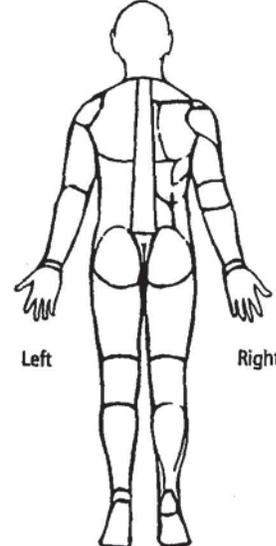
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury 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;">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><b>Front</b></p>  </div> <div style="text-align: center;"> <p><b>Back</b></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. 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:			
<b>Weather conditions:</b>	<b>Roadway conditions:</b>	<b>Light conditions:</b>	Approximate temperature: _____ °F Estimated speed: _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night		
<input type="checkbox"/> Rain <input type="checkbox"/> Cloudy	<input type="checkbox"/> Wet <input type="checkbox"/> Paved	<input type="checkbox"/> Day		
<input type="checkbox"/> Fog <input type="checkbox"/> Sleet	<input type="checkbox"/> Snow <input type="checkbox"/> Unpaved	<input type="checkbox"/> Good		
<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor		

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: \_\_\_\_\_