

EXHIBIT 1

CITY HALL OFFICE SPACE LEASE AGREEMENT CITY OF DULUTH AND THE STEWARDSHIP NETWORK

THIS AGREEMENT is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (“City” or “Lessor”), and THE STEWARDSHIP NETWORK, a Michigan non-profit corporation (“Lessee”).

WHEREAS, the Lessor owns City Hall, together with the adjoining real estate, various fixtures, and personal property contained therein, located at the street address of 411 W. First Street, Duluth, Minnesota 55802 (“City Hall”); and

WHEREAS, Lessee is a non-profit corporation duly organized and existing under the laws of the State of Michigan; and

WHEREAS, Lessee’s Mission (“Mission”) is to provide tools, resources, and funding in order to increase the collective regional impact of local conservation efforts; and

WHEREAS, Lessee received a grant from the National Fish and Wildlife Foundation for the creation of a South St. Louis County Cooperative Weed Management Area to develop and implement an invasive weed management strategy (“Services”). A portion of the grant funds received will employ a Cooperative Invasive Species Management Area Coordinator Position, which position will facilitate implementation of a multi-partner, multi-county invasive species management strategy. A more detailed job description attached hereto and incorporated into this Agreement by reference as Exhibit A; and

WHEREAS, City stated its support of Lessee’s grant application and efforts to create the South St. Louis County Cooperative Weed Management Area in City Council Resolution No. 16-0701. City intends to work in partnership with The Stewardship Network and several local, state, tribal, and federal partners to develop and implement an invasive weed management strategy in Southern St. Louis County. This strategy includes controlling invasive species through the St. Louis River Estuary, located in the city of Duluth and acts as a gateway to the Superior National Forest and Boundary Waters Canoe Area Wilderness; and

WHEREAS, Lessee desires to lease office space at City Hall to advance its Mission, implement its Services, and office its Cooperative Invasive Species Management Area Coordinator Position; and

WHEREAS, the City desires to lease to the Lessee office space at City Hall as described herein.

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

A. LEASED SPACE.

1. Lessee shall have exclusive use of one desk within the City's Parks and Recreation Division Office, which is currently located on the Ground Floor of City Hall. Lessee may have non-exclusive use of the office of the City's Parks and Recreation Division Office and common areas of the City Hall, defined as the hallways, restrooms, and conference rooms. The exclusive and non-exclusive leased space shall be collectively referred to as the "Leased Premises."

2. Lessee accepts the Leased Premises, City Hall, adjoining real estate, and equipment on and inside City Hall and Leased Premises "as is" in its present physical condition. The City makes no warranties or representations, express or implied, that the City Hall, adjoining real estate, and equipment on and inside City Hall and Leased Premises are suitable for any purpose.

3. Lessee may only use Leased Premises for its Services.

4. Lessee must obtain prior written approval from the City's Parks and Recreation Manager ("Manager") for each use of Leased Premises conference rooms. Use is subject to availability, and Lessee is not guaranteed priority of its requests. Manager reserves the exclusive right to cancel and/or reschedule Lessee's use of Leased Premises conference room(s) should an unforeseen scheduling conflict arise. All meetings and events held in the Leased Premises conference rooms must be directly related to Lessee's Services.

B. TERM OF AGREEMENT.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on May 23, 2017, and shall expire on May 31, 2020, unless terminated early as provided for herein.

C. LEASE FEE.

1. Lessee shall lease the Leased Premises from City at no cost. The consideration for the Leased Premises shall instead be the public benefit provided by Lessee through its Services, more specifically:

- a. The purpose and activities of the Cooperative Invasive Species Management Area Coordinator Position are consistent with goals identified in the City's St. Louis River Corridor Vision;
- b. The Cooperative Invasive Species Management Area Coordinator Position increases capacity for the City of Duluth to better coordinate with regional, state and local partners on invasive species control and management; and

- c. The Cooperative Invasive Species Management Area Coordinator Position will be an instrumental resource for City staff in the ongoing work around invasive species management and control.

2. Waiver of the rental rate for the Leased Premises is specifically conditioned upon Lessee's continuation of the Services throughout the term of this Agreement.

3. The rights of Lessee to occupy, use, and maintain the Leased Premises are subject to Lessee's compliance with the provisions, covenants, and conditions of this Agreement.

D. OPERATION AND MAINTENANCE.

1. Lessee shall maintain its exclusive space within the Leased Premises in a safe and clean manner at all times. Lessee shall remove and properly dispose of all litter and waste into City Hall trash and recycling containers designated and/or provided by Manager and/or City. Lessee agrees to comply with the City's recycling requirements established by the City's Energy Coordinator.

2. Lessee shall keep and maintain the Leased Premises in good order, condition, and state of repair.

3. Lessee shall be responsible for maintaining its own equipment in a safe, legal, and properly maintained manner at Lessee's sole expense. Lessee shall prohibit the use of any unsafe, illegal, or deficient equipment on Leased Premises.

4. Lessee shall solely be responsible for any losses or damages caused by Lessee, including its employees, agents, volunteers, or program participants, to the Leased Premises, City Hall, or to any City equipment.

5. Lessee shall not make structural changes to the Leased Premises or City Hall without written authorization from Manager and/or City.

6. Lessee agrees and understands that the Leased Premises is a public facility and, accordingly, will limit its activities within the area to allow the general public the use of the common areas and conference rooms, except when Lessee has reserved the Leased Premises conference rooms per Section A.4. above, for its exclusive use.

7. Lessee is solely responsible for storage, theft, and/or vandalism of Leased Premises and personal property, equipment, tools, and machinery.

E. TELECOMMUNICATION SERVICES.

1. Upon request from Lessee, City will provide the Lessee with the following telecommunications services, including normal telephone services, internet connectivity and wire

and wireless communication (voice and data) equipment and related network connection and access services in detail as follows:

Service	Fee paid by Lessee
Wireless internet access	No charge for access to City's guest network
Phone service including dial tone/non-analog/voicemail	\$40.00/month
Phone device maintenance	\$5.00 per phone/month
Phone programming and reasonable technical phone support	At no charge to Lessee

If Lessee utilizes the foregoing telecommunication services, funds paid to the City by Lessee shall be deposited into Fund No. 110-121-1107-4320.

2. The Lessee agrees to utilize the telecommunication services provided by the City solely for conducting Lessee's business.

3. All fees for telecommunication services are subject to change on the anniversary date of this Agreement. The Lessor will provide the Lessee with written notice of any increases at least thirty (30) days prior to the end of the then current year. The above services provided by City do not include PC/laptop/printer equipment or technical PC/laptop/printer support.

F. COPY SERVICES.

City will allow the Lessee reasonable use of the City's copy services at no charge, which services do not include access to the City's printer network. "Reasonable" shall be determined solely by City.

G. DATA SECURITY.

City will not be liable for any claims or damages resulting from the Lessee's failure to meet data security standard best practices or any other regulatory security compliance standards required. The Lessee acknowledges and agrees that it is responsible for all costs associated in meeting its network security requirements including having up to date virus protection with live monitoring and monthly full scans scheduled on each PC/laptop. The City will not be liable for internet hacks or infections to Lessee owned equipment. City reserves the right to deny internet access to Lessee due to data security concerns.

H. INDEPENDENT RELATIONSHIP.

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of

constituting Lessee 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. Lessee shall not be considered an employee 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 Lessee while so engaged and any and all claims whatsoever on behalf of Lessee 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 Lessor. Lessee 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.

I. RECORDS RETENTION.

Lessee agrees to maintain all Leased Premises and Services records and data during this Agreement and for six (6) years after its termination or expiration. The term "data" shall mean its definition pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

J. INSURANCE.

1. Lessee shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Leased Premises. A Comprehensive General Liability Insurance policy shall be maintained in force by Lessee throughout the life of this agreement in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all Lessee activities occurring on or within the Leased Premises whether said activities are performed by employees or agents under contract to Lessee. Such policy of insurance shall be approved by the City Attorney and shall contain a condition that it may not be cancelled without thirty (30) days' written notice to the City. The Lessor shall be named as an additional insured on said policy of insurance required by this paragraph.

2. Lessee shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.

3. Lessee shall provide to City Certificates of Insurance evidencing such coverage with 30-day notice of cancellation, non-renewal, or material change provisions included. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the Lessee's interests and liabilities.

4. The City reserves the right to require Lessee 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.

5. The City does not intend to waive any legal immunities, defenses, or liability limits that maybe available.

6. When using the “Accord” Certificate form cancellation provisions, the words “endeavor to” on- Line 2 must be deleted. As an additional insured under the contract, the Lessor has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: “This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage.” The City of Duluth is an additional insured not subject to the “other insurance” condition or other policy terms which conflict with the agreement between the named insured and the City of Duluth.

7. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, then it must be a pre-2004 edition.

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

K. HOLD HARMLESS AND INDEMNIFICATION.

1. Lessee hereby 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 Lessee, 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 Lessee arising out of, related to or associated with the use, management, maintenance or operation of the premises by Lessee or performance of its obligations under this Agreement.

2. Lessee will indemnify the City for any damage to any City property on the Leased Premises and City Hall caused by Lessee, its agents, volunteers, employees, and invitees.

L. GOVERNMENT DATA PRACTICES.

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

M. INCIDENT REPORTS.

Lessee shall promptly notify the Manager and City Property and Facilities Manager in writing of any incident of injury or loss or damage to City property or any Lessee's participants or invitees occurring on or within City Hall and Leased Premises during this Agreement. Such written report shall be in a form acceptable to the City Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto and incorporated by reference into this Agreement as Exhibit B.

N. COMPLIANCE WITH LAWS.

1. Lessee shall make its Services available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the City Hall and/or Leased Premises.

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

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

4. Lessee's Services conducted on the Leased Premises shall be in compliance with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

O. 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 any services or other activities contemplated under this Agreement.

P. NOTICES.

Unless otherwise provided herein, notice to the City or Lessee shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

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

The Stewardship Network
Attn: Executive Director
416 Longshore Drive
Ann Arbor, MI 48105
(734) 395-4483

Q. CITY ACCESS.

1. Lessee shall permit the City, Manager, and their designees, to access and inspect the Leased Premises at any time. Lessee shall not change the locks or otherwise prohibit or inhibit City or Manager access to any portion of the Leased Premises.

2. The City Properties and Facilities Management shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution. Lessee shall comply with City's Key Control Policy, a copy of which shall be provided to Lessee, and is subject to unilateral change by City during this Agreement.

3. Lessee shall not make copies of Leased Premises keys. All keys shall be promptly returned to the City's Property & Facilities Manager upon termination or expiration of this Agreement. If keys are not promptly returned, City may rekey the locks to the Leased Premises and charge Lessee for actual costs of rekeying.

R. SMOKING, TOBACCO, & ALCOHOL USE PROHIBITED.

No smoking, tobacco, or alcohol use is allowed on Leased Premises. Lessee shall prohibit smoking and using tobacco or alcohol on the Leased Premises by anyone, and shall trespass any persons smoking and using tobacco or alcohol from the Leased Premises.

S. EXPIRATION OR EARLY TERMINATION OF AGREEMENT.

1. **GENERAL PROVISIONS.** Upon termination or expiration of this Agreement, Lessee agrees to surrender possession of Leased Premises to Lessor in as good condition and state of repair as said Leased Premises were in at the time Lessee took possession, acts of God excepted. All personal property remaining on Leased Premises upon termination or expiration of Agreement shall become exclusive property of City.

2. **ABANDONMENT.** City may terminate this Agreement with sixty (60) days written notice to Lessee if City determines that Lessee has abandoned the Leased Premises or stopped providing Services on the Leased Premises, or both.

3. **FOR CAUSE.**

- a. City may unilaterally terminate or suspend this Agreement immediately if City believes in good faith that the health, welfare or safety of the occupants of City Hall would be placed in immediate jeopardy by the continuation Lessee's operations.
- b. City may terminate this Agreement immediately by serving written notice to Lessee if City determines Lessee has or is violating any term of this Agreement. City shall provide to Lessee written notice of such violation or default and shall allow Lessee thirty (30) days within which to cure or remedy

any violations or defaults set forth therein. If such violation or default is not cured or remedied within thirty (30) days, then City may terminate this Agreement immediately by serving notice to Lessee. In the event of default by Lessee, City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Leased Premises, and after at least five (5) days prior written notice to Lessee, may remove all persons and property from the Leased Premises. All personal property remaining on Leased Premises shall become exclusive property of City.

- c. City may, in addition to any other remedy it may have, recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Leased Premises.

T. ALTERATIONS AND IMPROVEMENTS.

1. Lessee may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises upon advance written approval from the City Property and Facilities Manager. 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, Lessee 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 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 federal, Minnesota law, and the Duluth City Code.

2. Lessee agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Leased Premises, Lessee will provide the City with sufficient proof of required insurance, including Worker's Compensation insurance. Such proof of insurance must be approved by the City Attorney before the commencement of any construction hereunder.

U. TAXES.

Lessee hereby agrees to pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Lessee'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 Lessee and immediately collect the same from Lessee. Lessee 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.

V. GENERAL PROVISIONS.

1. Prior to execution of this Agreement by the Lessor, Lessee shall provide evidence that it is an entity legally capable of entering into obligations of a contract and it is a non-profit organization currently in good standing with the Michigan Secretary of State.

2. The Leased Premises is a multi-use area requiring the cooperation of all users. This cooperation includes ingress and egress, amenities, and related improvements. Lessee acknowledges that Manager shall ultimately determine the appropriate use of the site and/or improvements and shall prevail in any disputes between user groups.

3. The rights of Lessee to occupy, use, and maintain said Leased Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

4. The waiver by the City or Lessee of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

5. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

6. Lessee agrees that it shall neither assign nor transfer any rights or obligations under this Agreement.

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

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

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease Amendment as indicated below.

CITY OF DULUTH

By: _____
Mayor

Attest: _____
City Clerk

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

THE STEWARDSHIP NETWORK

By:  _____

Printed Name: LISA BRUSH

Its: EXECUTIVE DIRECTOR

Dated: 5-1-17

SOUTHERN ST LOUIS COUNTY**COOPERATIVE INVASIVE SPECIES MANAGEMENT AREA
COORDINATOR POSITION**

Position: A 30-hour a week with benefits (health, dental & retirement), grant-funded coordinator is being sought to facilitate and coordinate the activities of the Southern St. Louis County Cooperative Weed Management Area/Cluster/Collaborative Conservation Community (CCC). Continued employment is contingent on securing additional funding. This is a coordinator position that focuses on facilitating implementation of a multi-partner, multi-county invasive species management strategy and associated ecological restoration initiatives funded by a grant from the National Fish & Wildlife Foundation.

Compensation: This is a 30 hour/week position at \$21/hour with competitive benefits and flexible schedule.

Work Location: The Coordinator position is based in Duluth, MN. Office space is provided at Duluth City Hall. Field work, workshops, and meetings to occur throughout southern St. Louis County.

Overview: The Southern St. Louis County CCC (SSLCC CCC) is a partnership based management structure that coordinates the invasive species control activities of its members within the geographic boundaries of Southern St. Louis County.

The Coordinator will be in a leadership position working as an employee of The Stewardship Network (TSN) to coordinate the SSLCC CCC Steering Committee and provide oversight and support for all CCC projects included in an awarded 2017 National Fish & Wildlife Foundation Pulling Together Initiative (NFWF PTI) grant. Additionally, the Coordinator will be responsible for an independent natural resource assessment of CCC service area, literature review of existing management plans, and interviews of local stakeholders to assist in alignment of conservation interests in Southern St Louis County. The SSLCC CCC Coordinator will work closely with TSN (grant fiduciary), the Steering Committee, and Partner organizations to provide timely reporting to funding agencies (NFWF).

The Coordinator will be responsible for expanding partnerships throughout the region and ensuring all projects are implemented successfully. The SSLCC CCC views implementation of the 2017 NFWF PTI Grant as a springboard for building and implementing a broader region-wide invasive species management initiative which can be leveraged to garner future funding, and local and regional efficiencies, in support of long-term ecological restoration efforts. A strong willingness to learn, lead, work independently and inclusively (team coordination) is necessary.

Coordinator Responsibilities:

- The Coordinator, grant fiduciary (TSN), and LSSC CCC Steering Committee will be responsible for the successful implementation of the NFWF PTI grant. A goal is to create a functional, area-wide cooperative management team to combat invasive species and promote restoration of biodiversity.
- The Coordinator will work closely with the grant fiduciary to administer the NFWF PTI grant; activities include managing budgets and providing reporting assistance to the SSLCC CCC Steering Committee.

- Work with the SSLC CCC Steering Committee and other collaborative conservation communities to strengthen invasive species efforts in the region through exchange of information and best management practices.
- Work to develop and maintain public/private partnerships to work on invasive species issues, including identification of high-priority species and management efforts.
- Serve as a liaison between private landowners and the SSLC CCC Steering Committee.
- Coordinate with the Steering Committee to implement effective invasive species management outreach and education programs for landowners and other regional stakeholders in the project area.
- Work with public and private partners, and the Steering Committee to ensure landowners and/ or volunteers are properly trained in identification, inventory, reporting, safety and treatment protocol in invasive species management.
- Ensure invasive species treatment is conducted according to best management practices.
- Coordinate GPS data collection, validation, storage and transfer of observations to an online database (either the Midwest Invasive Species Identification Network – MISIN or Great Lakes Early Detection Network - GLEDN).
- Work with The Stewardship Network to create/ maintain a web presence for the SSLC CCC and to increase knowledge, skills and abilities in working with partners and promoting invasive species management.
- Gather relevant outreach materials from partners to create a library of invasive species education pieces.
- Assist in identifying and writing grants for future funding of the SSLC CCC including the Coordinator position and continued funding for strategic on-the-ground invasive species control.
- Other duties as assigned.

Minimum Qualifications:

- A bachelor's degree in a related field.
- Two years of experience in natural resources management or education programing/outreach preferred.
- Preferred candidate would have a diverse working knowledge of ecosystem and natural community function and management needs in a fragmented, urban setting.
- Experience with invasive species policies, management, and planning across multiple government agencies, NGOs, and interest groups.
- Proven experience in project and budget management.
- Successful grant writing and application experience.

- Experience with technical aspects of pesticide application for invasive control.
- Proficiency in GPS/GIS for inventory, reporting and treatment of invasive species.
- Proficiency in software programs needed to develop outreach and educational materials, social media, coordinate communication with partners and effective reporting to NFWF. (e.g. ArcGIS suite, Microsoft Office suite, Facebook, etc.)
- Excellent communication, organizational and coordination skills, including experience with group conflict-resolution, and integrating multiple perspectives into a team work environment.
- Valid driver's license and dependable vehicle.
- Ability to lift, push, pull, or carry up to 50lbs over short distances.
- Ability and willingness to work in an outdoor field setting in conditions including inclement weather, seasonal insects, poisonous plants.
- Must be a self-starter and be able to work independently.

To apply send resume, cover letter and a minimum of three references to jobs@stewardshipnetwork.org with “SSLC CCC Coordinator Position” in the subject line.

All applications must be submitted by midnight on Tuesday, February 28th, 2017.

The Stewardship Network an equal opportunity employer and program provider.

EXHIBIT B

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:		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

CAUSE

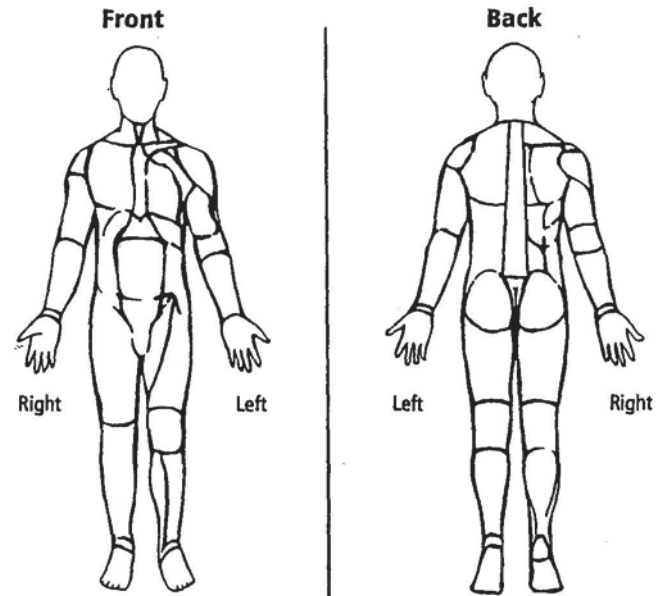
- ☐ Slip and fall
- ☐ Struck by equipment
- ☐ Lifting or moving
- ☐ Caught (in, on, or between)
- ☐ Needle puncture
- ☐ Object in eye (☐ Right ☐ Left)
- ☐ Repetitive/overuse
- ☐ Other (specify): _____

TYPE OF INJURY

- ☐ Scrape/bruise
- ☐ Sprain/strain
- ☐ Puncture wound
- ☐ Cut/laceration
- ☐ Concussion
- ☐ Bite
- ☐ Chemical burn/rash/breathing difficulties
- ☐ No apparent injury
- ☐ Other (specify): _____

MARK AREAS OF INJURY BELOW:

Areas can be marked by typing an "X" in the text box wherever needed.



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: _____ ☐ a.m. ☐ p.m.

Police called: ☐ Yes ☐ 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: <input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow	Roadway conditions: <input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> Unpaved <input type="checkbox"/> Ice	Light conditions: <input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor	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
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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 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



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
(218) 730-4333**