

## **EXHIBIT 1**

### **LEASE AGREEMENT BETWEEN THE CITY OF DULUTH AND DULUTH COMMUNITY GARDEN PROGRAM**

THIS LEASE AGREEMENT (this “Agreement”), effective as of the date of attestation by the City Clerk, is entered into by and between the **CITY OF DULUTH**, a municipal corporation organized and existing under the laws of the State of Minnesota (“City”) and **PLANT-A-LOT COMMUNITY GARDEN PROGRAM**, a Minnesota non-profit corporation (“CGP”).

The parties acknowledge the following:

A. CGP is a Minnesota non-profit organization whose mission is to grow healthy food in the community by creating access to land, knowledge, and community connection (its “Mission”). CGP carries out its Mission by connecting people of the local community together through the growing and sharing of food through urban gardens so that anyone, regardless of resources or experiences, can have a place to grow fresh produce (the “Services”). The Services include: (i) providing 400 sq. ft. garden plots to individuals and families to cultivate fruits, vegetables and other edible plants; (ii) loaning out garden tools, books, and food preservation equipment; and (iii) hosting educational classes and garden tours.

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

C. City owns numerous tracts of real property that are currently utilized or could be utilized for community gardening purposes, which are specifically described on the attached Exhibit A (collectively, the “City Properties”).

D. CGP believes that the City Properties are generally suitable in soil composition and fertility for growing fruits, vegetables, and other eligible plants.

E. CGP desires to lease the City Properties to further its Mission by providing urban arable land to individuals and families to cultivate fruits, vegetables, and other edible plants (the “Community Garden Program”).

**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 demises and leases to CGP exclusive use of those portions of the City Properties depicted on the attached Exhibit B (collectively the “Leased Premises”). Any

additions to or deletions from the Leased Premises shall be through an amendment to this Agreement, which amendment shall be in writing and shall be executed in the same manner as this Agreement.

B. CGP may only utilize the Leased Premises for the Community Garden Program and to provide the Services.

C. CGP is taking the Leased Premises "as is", in their present physical condition, and City makes no warranty, either express or implied, that the Leased Premises are suitable for any purpose. City makes no warranty that the Leased Premises are suitable for growing fruits, vegetables, or any other plants.

D. The right of CGP to use and maintain the Leased Premises is subject to CPG's compliance with the provisions, covenants, and conditions of this Agreement.

## **II. Lease Fee and Improvements**

A. Monthly rent during the term (defined below) shall be \$0. The consideration for the lease of the Leased Premises shall instead be (i) the public benefit provided by CGP through its provision of the Services and the Community Garden Program; and (ii) payment of all taxes, charges, costs and expenses that CGP assumes or agrees to pay under this Agreement, together with all interest and penalties that may accrue thereon in the event of the failure of CGP to pay those items.

B. All improvements to the Leased Premises will become exclusive property of City upon termination or expiration of this Agreement, whichever occurs first.

## **III. Term of Lease**

Notwithstanding the date of execution of this Agreement, this Agreement shall commence on November 1, 2019, and shall continue through the end of the day on October 31, 2022 (the "Term").

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

A. Public Purpose. City may terminate this Agreement with sixty (60) days' written notice to CGP if City determines, in its sole discretion, that the City Properties are needed for a public purpose other than the Community Garden Program.

B. Abandonment. City may terminate this Agreement with thirty (30) days' written notice to CGP if City determines that CGP has abandoned the Leased Premises or the Community Garden Program, or both.

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

D. For Cause. City may terminate this Agreement for the material breach by CGP of any provision of this Agreement, including its exhibits, if such breach is not cured to the satisfaction of City within fourteen (14) days of delivery of a written notice by City (or such longer time as specified in the notice) to CGP identifying the breach and the necessary actions to remedy the breach.

E. Immediately By City. City may terminate this Agreement immediately if City believes in good faith that the health, welfare, or safety of the Leased Premises' neighbors would be placed in immediate jeopardy by the continuation CGP's operations.

F. Surrender Possession.

1. Upon expiration or early termination of this Agreement, CGP shall surrender possession of the Leased Premises to City in as good condition and state of repair as the Leased Premises were in at the time CGP took possession, normal wear and tear excepted.

2. Prior to expiration of the Term or within fourteen (14) days of early termination of this Agreement, whichever occurs first, CGP may remove any personal property, plants, and vegetation from the Leased Premises. These removed personal property, plants, and vegetation shall remain exclusive property of CGP. All personal property, plants, and vegetation remaining on Leased Premises upon expiration of the Term or after fourteen (14) days of early termination of this Agreement, whichever occurs first, shall become the exclusive property of City.

3. All buildings, non-plant fixtures, and improvements, if any, to the Leased Premises shall be deemed to be exclusive property of City after expiration of the Term or early termination of this Agreement, whichever occurs first. Examples of non-plant fixtures include, but are not limited to, fencing, gates, garden bed structures, and benches.

**V. Maintenance and Operation**

A. CGP acknowledges that it and all of its members, invitees and users shall use the Leased Premises at their own risk.

B. CGP shall maintain the Leased Premises in a safe and clean order, condition, and state of repair and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items. CGP's maintenance responsibilities shall include, but not be limited to, snow removal, cleaning, washing, sand or debris removal, tree and grass cutting and removal, trash collection and removal, sweeping, and restroom services, if appropriate or applicable. City shall not provide or assist in maintenance of the Leased Premises.

C. CGP is solely responsible for storage, theft, and/or vandalism of the Leased Premises and all personal property, including but not limited to equipment, tools, and machinery.

D. CGP shall provide City's Property and Facilities Manager, or their designee (the "Manager") with forty-eight (48) hours prior written notice of its planned application of any

fertilizers, herbicides, or pesticides on the Leased Premises. No fertilizer, herbicides, or pesticides may be applied to the Leased Premises without the prior written permission of the Manager, which permission may be granted or withheld in the Manager's sole discretion. The application of any restricted label fertilizers, herbicides, or pesticides may be performed only by an applicator currently licensed by the State of Minnesota. Any restricted label fertilizers, herbicides, or pesticides applied by other than a currently licensed applicator shall be grounds for immediate termination of this Agreement. City reserves the right to prohibit application of environmentally harmful fertilizers, herbicides or pesticides on the Leased Premises.

E. CGP shall pay for all utilities, if any, provided on and to the Leased Premises.

F. CGP is responsible for the legal, proper, and final disposal of garbage and refuse generated by its operations at the Leased Premises and shall absorb all costs related thereto.

G. CGP shall procure, at CGP's sole expense, all licenses and permits necessary to operate the Community Garden Program and to carry out the provisions of this Agreement.

H. No permanent structures or murals or other permanent works of art may be built, displayed, or stored on the Leased Premises without written permission from the Manager, which permission may be given or withheld in the Manager's sole discretion.

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

J. CGP shall maintain the public sidewalks on or abutting the Leased Premises, specifically including the sidewalks depicted on Exhibit B, between April 1<sup>st</sup> and October 31<sup>st</sup>, or the last day of the gardening season, whichever occurs first, during each year of the Term. CGP is not responsible for sidewalk maintenance between November 1, or the day after the last day of the gardening season, to March 31 of each year of the Term, unless CGP operates its Community Garden Program on the Leased Premises during that time of the year, in which event CGP is responsible to maintain the public sidewalks on or abutting the Leased Premises year-round.

K. CGP shall be solely responsible for any losses or damages to the Leased Premises caused by CGP, including its employees, agents, invitees, volunteers, and program participants.

L. In addition to the foregoing costs and charges set forth above, CGP shall bear, and promptly pay, on or before the due date, all other costs, fees, and charges of any kind whatsoever arising out of the use or occupancy of the Leased Premises.

## **VI. Access**

City shall have unlimited access to the Leased Premises for the purposes of inspection and ensuring CGP's compliance with this Agreement.

## **VII. Alterations or Improvements**

A. CGP shall not make any alterations or improvements to the Leased Premises that are not herein described without the prior written consent of City and then only upon the terms and conditions which may be imposed by City. CGP shall pay to City upon demand the reasonable costs incurred by City to repair any damage done to the Leased Premises by CGP, its employees, volunteers, servants, agents, contractors, invitees, and licensees.

B. CGP may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises only upon advance written approval from the Manager, which approval may be given or withheld in the Manager's sole discretion. All such improvements (excluding appliances and equipment plugged into an electricity source) shall become the property of City. Prior to commencing any improvements or alterations, CGP shall submit to City a Project Proposal Request along with detailed plans. A copy of City's current form of Project Proposal Request is attached 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 state law and the Duluth City Code.

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

## **VIII. Insurance and Indemnification**

A. CGP shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Leased Premises. A Commercial General Liability Insurance policy shall be maintained in force by CGP throughout the Term 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 One Million Five Hundred Thousand Dollars (\$1,500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all of CGP's activities occurring on or within the Leased Premises whether said activities are performed by employees or agents under contract to CGP. CGP shall provide satisfactory proof of Statutory Minnesota Workers' Compensation Insurance. City does not represent or guarantee that these types or limits of coverage are adequate to protect CGP's interests and liabilities.

B. CGP shall provide City with Certificates of Insurance evidencing required insurance coverages with 30-day notice of cancellation, non-renewal, or material change provisions included. Such policies of insurance shall be in a form acceptable to the City Attorney. City shall be named as an additional insured on the policies of insurance required by this Agreement. When using the "Accord" Certificate form cancellation provisions, the words "endeavor to" on- Line 2 must be deleted. As an additional insured under the insurance contract, City has contractual rights far exceeding that of a certificate holder. Therefore, the additional

named insured endorsement shall read as follows (or other language acceptable to City Attorney): "This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage."

C. City reserves the right to require CGP to increase the coverages set forth above and to provide evidence of such increased insurance if: (i) the liability limits as provided in Minn. Stat. § 466.04 are increased, or (ii) the City Attorney determines that higher liability limits are necessary to protect City's interests.

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

E. City shall not be liable to CGP 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.

F. CGP will protect, indemnify and hold City and its officers, agents, servants, and employees harmless from and against all liabilities, losses, damages, costs, expenses, including attorneys' fees and expenses, causes of action, suits, claims demands and judgements of any nature arising from:

1. Any injury to or death of any person or damage to property in or upon the Leased Premises, or growing out of or in connection with the use or non-use, condition or occupancy of the Leased Premises or any part thereof and also, without limitation, any and all acts or operations related to any construction or installation on any portion of the Leased Premises. The foregoing indemnification shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for CGP, its employees, agents and invitees under any Workers' Compensation Act, Disability Benefit Acts or any other Employee Benefit Acts;

2. Any violation by CGP of any provision of this Agreement;

3. Any violation of any contract, agreement or restriction related to CGP's use of the Leased Premises which shall have existed at the commencement of the Term or shall have been approved by CGP; and

4. Any violation of any law, ordinance, court order or regulation affecting the Leased Premises or the ownership, occupancy or use thereof.

G. Promptly after receipt by City of notice of the commencement of any action with respect to which CGP is required to indemnify such person under this Article, City shall notify CGP in writing of the commencement thereof, and, subject to the provisions as hereinafter stated, CGP shall assume the defense of such action, including the employment of counsel satisfactory to City and the payment of expenses. Insofar as such action shall relate to any alleged liability of City with respect to which indemnity may be sought against CGP, City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such separate counsel shall be at the expense of CGP.

## **IX. Incident Reports**

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

## **X. Records Retention**

As provided in Minnesota Statutes Section 16C.05, Subd. 5, all CGP books, records, documents, and accounting procedures and practices related to the Leased Premises and the Community Garden Program are subject to examination by City or the State Auditor for six (6) years after the termination or expiration of this Agreement. Upon forty-eight (48) hours advance notice by City or the State Auditor, CGP shall provide all requested financial information. CGP shall maintain all books, records, documents and other evidence pertaining to this Agreement for six years following termination or expiration of this Agreement.

## **XI. Taxes**

CGP shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of CGP's operations or use of the Leased Premises, including real property taxes, if applicable. In the event CGP fails to do so, City may pay the same on behalf of CGP and immediately collect the amounts paid from CGP. CGP 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 to file all required reports and forms in proper form related thereto on or before their due date.

## **XII. Independent Relationship**

A. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting CGP as agents, representatives or employees of City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

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

## **XIII. No Assignment Allowed**

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

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

A. During the Term, CGP shall conduct its activities and operations on the Leased Premises in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth, including Section 50-20.3.B. of the Uniform Development Code or other applicable sections.

B. CGP shall not discriminate and shall comply with all applicable federal and state laws regarding non-discrimination.

#### **XV. Government Data Practices**

A. All data collected, created, received, maintained or disseminated for any purpose by the parties because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it may be amended or replaced from time to time (the "Minnesota Government Date Practices Act"). CGP shall comply with the Minnesota Government Data Practices Act. CGP shall hold City, its officers, and employees harmless from any claims resulting from CGP's failure to comply with this law.

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

#### **XVI. Waiver**

The waiver by 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 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.

#### **XVIII. Notices**

Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses set forth below:

Duluth Community Garden Program  
Attn: Starr Brainard,  
Land Stewardship Coordinator  
206 W 4th St., Suite 214  
Duluth, MN 55806-2713  
(218) 722-4583

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.

**XIX. Intentionally Omitted**

**XX. 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.

**XXI. Amendments**

Any amendments to this Agreement shall be in writing and shall be executed in the same manner as this Agreement.

**XXII. 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.

**XXIII. 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.

**XXIV. 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, including all prior leases between the parties affecting all or any portion of the Leased Premises.

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

**CITY OF DULUTH**

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

Mayor

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

City Clerk

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

Countersigned:

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

Approved as to form:

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

**PLANT-A-LOT COMMUNITY  
GARDEN PROGRAM**

By:   
\_\_\_\_\_  
Em Westerlund

Its: EW

Printed Name: Em WESTERLUND

Date: 11/12/19

## **EXHIBIT A**

### **LEASED PREMISES**

**Apple Tree Circle Community Garden Legal Description:** Lots Seventeen (17) and Eighteen (18), Block Seven (7), HUNTER AND MARKELL'S GRASSY POINT ADDITION TO DULUTH.

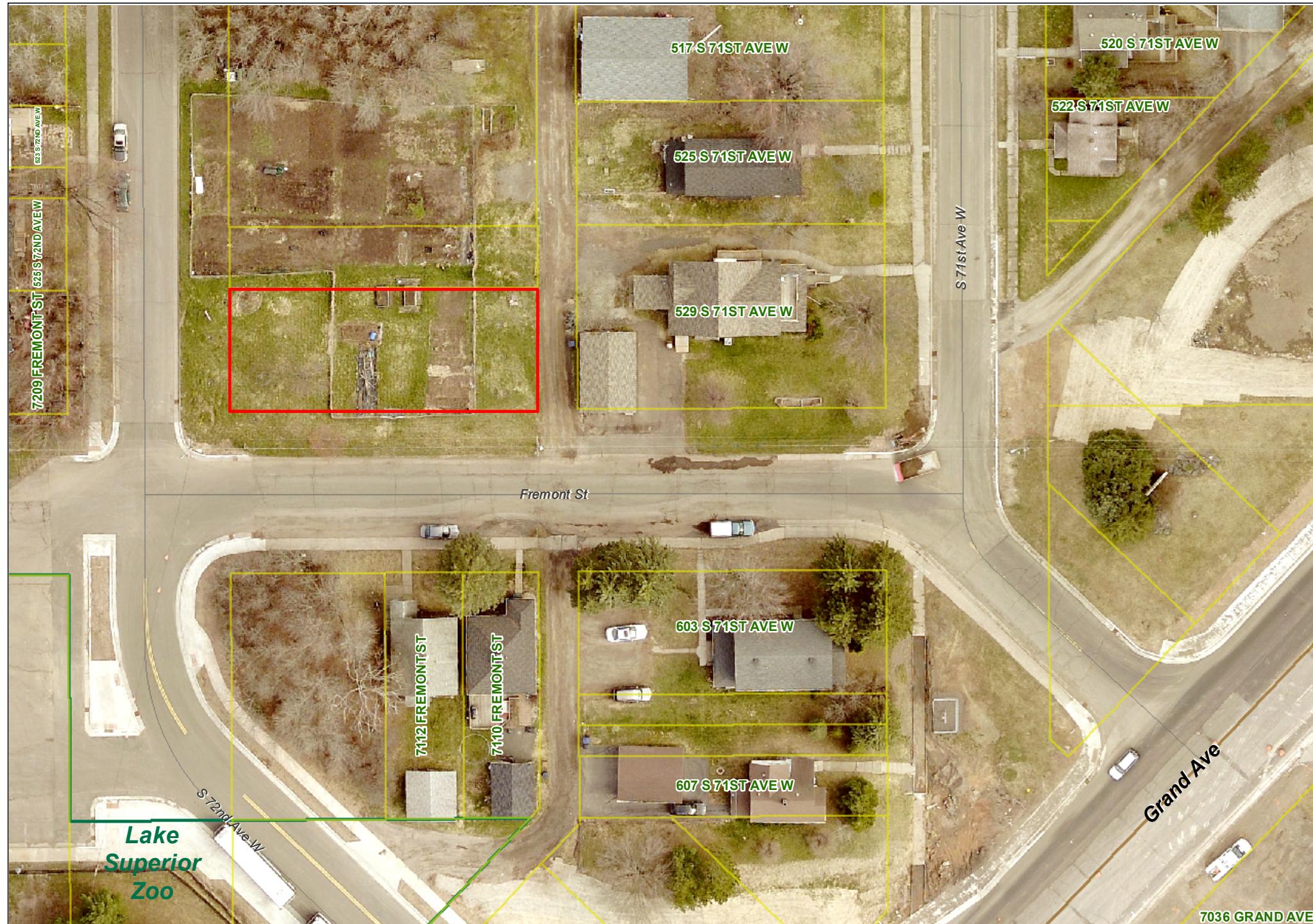
**Chester Creek Community Garden Legal Description:** That part of Lots Nine (9), Ten (10), and Eleven (11), Block One Hundred Seventeen (117), ENDION DIVISION OF DULUTH, as outlined in red on Exhibit B.

**Harrison Park Community Garden Legal Description:** That part of Blocks Thirty-Five (35) and Thirty-six (36), including adjacent right-of-way, WEST PARK DIVISION OF DULUTH, as outlined in red on Exhibit B.

**Liliput Community Garden Legal Description:** That part of Lots Fifty-five (55), Fifty-seven (57), and the West Half (W ½) of Lot Fifty-nine (59), East Fifth Street, DULUTH PROPER, FIRST DIVISION, as outlined in red on Exhibit B.

**Riverside Community Garden Legal Description:** That part of said plat of RIVERSIDE designated thereon as "Park" as outlined in red on Exhibit B.

## **EXHIBIT B**



## Apple Tree Circle Community Garden

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 any damages or errors contained within this data provided or for any damages in connection with the use of this information contained within.

0 25 50 Feet  
1 inch = 50 feet

photo date: 2016  
Printed: 9/9/2016





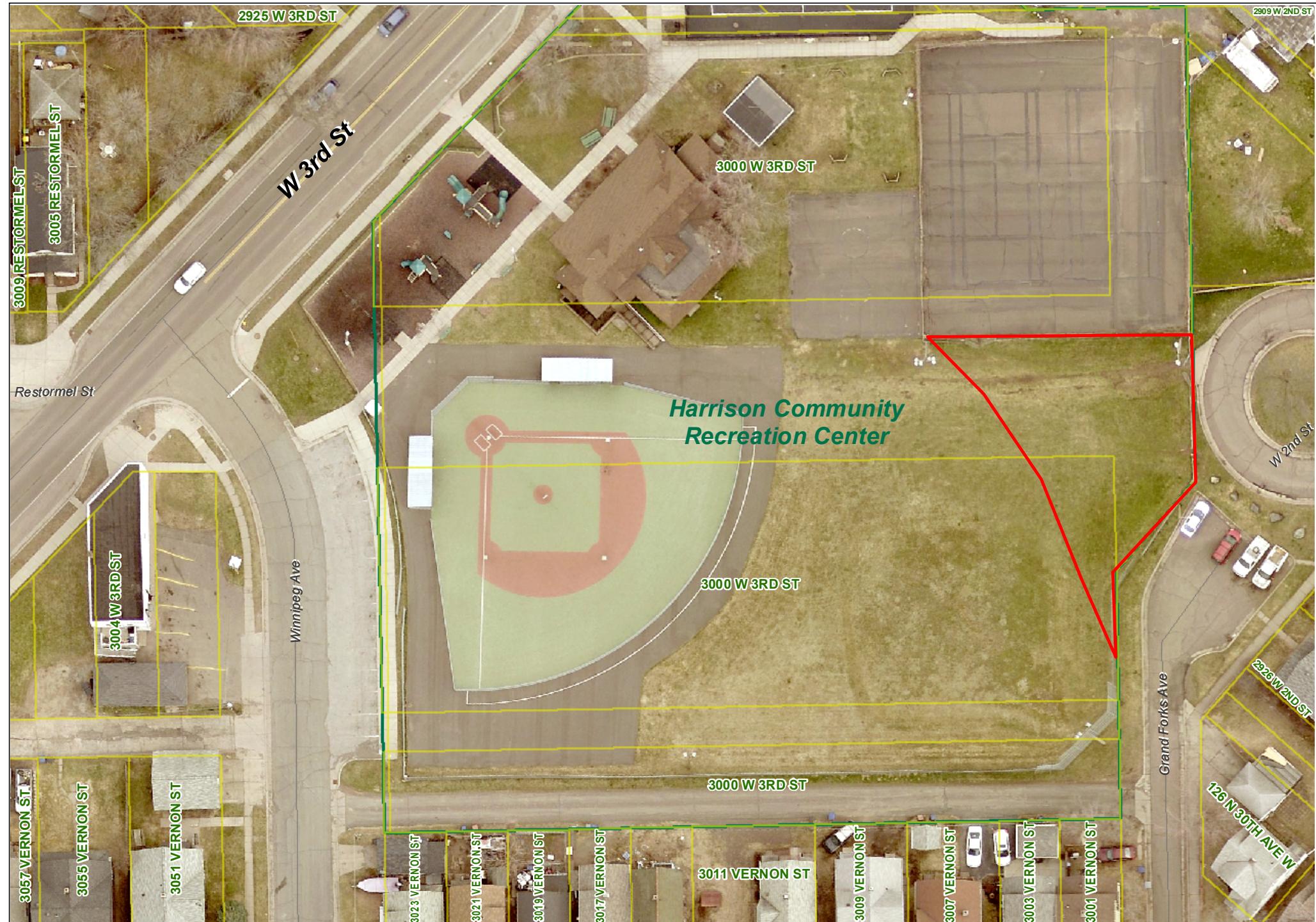
## Chester Creek Community Garden

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0 25 50 Feet  
1 inch = 50 feet

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photo date: 2016  
Printed: 9/9/2016





## Harrison Community Garden

0 25 50 Feet  
1 inch = 50 feet

photo date: 2016  
Printed: 9/9/2016



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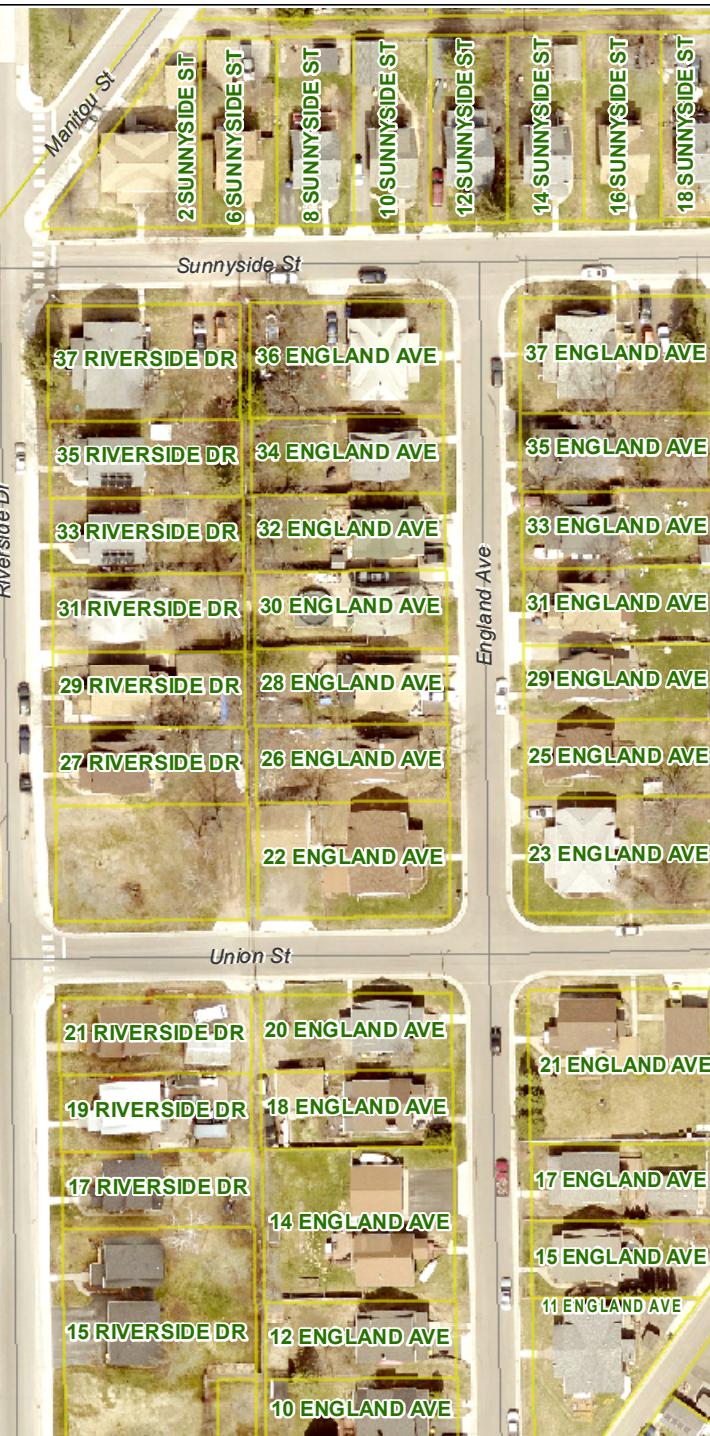
## Liliput Community Garden

0 25 50 Feet  
1 inch = 50 feet

photo date: 2016  
Printed: 9/9/2016



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## Riverside Community Garden

0 50 100 Feet  
1 inch = 100 feet

photo date: 2016  
Printed: 9/9/2016



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**EXHIBIT C**  
**Public Administration Department**  
**Parks and Recreation Division**

City Hall - Ground Floor • 411 West First Street • Duluth, Minnesota • 55802  
218-730-4300 • [www.duluthmn.gov/parks/index.cfm](http://www.duluthmn.gov/parks/index.cfm)



April 9, 2019

Dear Community Partner:

Thank you for your interest in proposing an improvement project for City property. We recognize that working closely with the community is an important way we can fulfill our responsibility to develop long-term strategies, plans and improvements that benefit the greatest number of constituents possible and effectively use limited resources.

Each year there are numerous requests for projects on City property. To better respond to the requests, the City has developed a system that will result in better communications, tracking and processing of project proposals. It establishes Parks and Recreation as the City entity that will: (1) accept and review all submitted parks related Project Proposal Forms; (2) conduct an internal review to determine compatibility with all parks planning documents, industry best practices, and standards set by the Division, (3) pending preliminary approval by parks review staff, forward to appropriate city staff in other divisions, (4) if approved, facilitate the process to project completion. Once your project proposal request is received, staff will initiate the review process, with the intent to provide a response within sixty (60) days.

The intent of this process is to expedite decision making, properly evaluate proposals against existing plans, standards, and uses; clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. At any point in the process, Parks and Recreation can be contacted to respond to questions or concerns.

In past years, this process has seen a number of projects completed for the betterment of our community, including installation of park benches, playfield renovations and community beautification projects. Proposals may be submitted by individuals and community organizations, as well as City staff.

Please note that acquiring funds for a project through CDBG, a DNR grant, fundraising, donations or other means does not guarantee project acceptability. Any project on City property must also receive recommendation and approval by the appropriate City officials. It is strongly recommended that City approval should occur in advance of, or at least concurrent with, pursuing funding.

If you have any questions, please contact Jessica Schoonover at (218) 730-4325.

Sincerely,

Jessica Peterson  
Parks and Recreation Manager  
City of Duluth  
411 W First Street  
Duluth, MN 55802



# CITY OF DULUTH - PARKS AND RECREATION PROJECT PROPOSAL FORM



Use this form to propose a City of Duluth improvement project on park property. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests. You or your organization will receive a response to the project proposal request within sixty (60) days of submission. **Please submit completed form, along with attached map to: projectproposal@duluthmn.gov.**

## APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Park Location:

E-mail:

Primary Phone:

Secondary Phone:

IS YOUR PROJECT RELATED TO

### PUBLIC

-ARTS-

-MEMORIALS-

-MONUMENTS-



IF SO, YOUR PROPOSAL WILL BE  
SHARED WITH THE DULUTH PUBLIC  
ARTS COMMISSION FOR REVIEW.

## PROJECT PROPOSAL

Use additional sheets if more space is needed.

### PROJECT LOCATION

Describe as best as possible the location of the proposed project. Give the park name, location within park, and GPS coordinates. If the project is City-wide, please state "City-wide."

### PROJECT DESCRIPTION

Describe the proposed project in as much detail as possible. Why is the project needed and necessary? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required so those reviewing the proposal have a better understanding of your project. These may include location, sizes, wording, colors, etc. Please attach any additional information about this project.

Attached

Not Applicable

### PROJECT JUSTIFICATION

Describe the benefit of the proposed project. Is it a safety issue? Will it provide cost savings to the City? Is it a functional improvement? Does it provide aesthetic benefit to the park?



## CITY OF DULUTH - PARKS AND RECREATION PROJECT PROPOSAL 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 - PARKS AND RECREATION PROJECT PROPOSAL FORM



**CONSIDERATION (C):** Project is compatible with surrounding and adjoining uses.

**COMMENT (C):**

**CONSIDERATION (D):** Project will meet standards for materials and construction practices.

**COMMENT (D):**

**CONSIDERATION (E):** Project complies with zoning code and land uses.

**COMMENT (E):**

**CONSIDERATION (F):** Project does or does not require a permit.

**COMMENT (F):**

**CONSIDERATION (G):** Increases cost to maintain or operate. *(Note: If this is the case, and the project is approved, it may need to be incorporated into the Capital Improvement Plan and be approved by City Council.)*

**COMMENT (G):**

**SUBMIT COMPLETED FORMS to:**

JESSICA SCHOONOVER  
ADMINISTRATIVE CLERICAL SPECIALIST  
CITY OF DULUTH  
PARKS AND RECREATION  
411 WEST FIRST STREET  
DULUTH, MN 55802  
[projectproposal@duluthmn.gov](mailto:projectproposal@duluthmn.gov)  
(218) 730-4325

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

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

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

Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:	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): \_\_\_\_\_

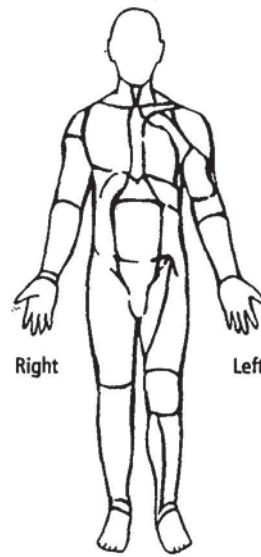
## TYPE OF INJURY

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

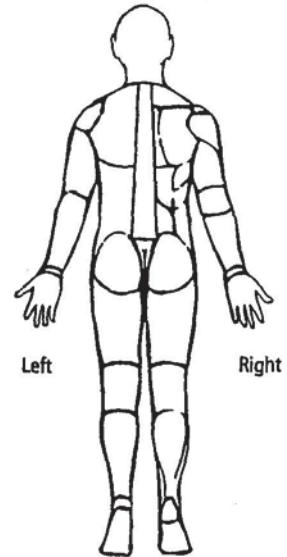
## MARK AREAS OF INJURY BELOW:

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

**Front**



**Back**



## 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: _____	
	Describe damage: _____			
Weather conditions:		Roadway conditions:	Light conditions:	Approximate temperature: _____ °F
<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		<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	<input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor	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

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: \_\_\_\_\_