

EXHIBIT 1

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made as of this _____ day of _____ 2025 (the “Effective Date”) by and between the City of Duluth (“City”), a municipal corporation of the State of Minnesota, and the Duluth Boat Club (“Licensee”), a Minnesota non-profit corporation, having an address at 5104 Country RD. Hermantown, MN 55810-5581.

WHEREAS, City is a municipal corporation located in St. Louis County, Minnesota with an address of 411 West First Street; and

WHEREAS, City owns or has an interest in certain real property located on Park Point in St. Louis County, Minnesota that is depicted on the attached Exhibit A and legally described as follows (the “Licensed Premises”):

Lots 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, and 120, ST. LOUIS AVENUE, UPPER DULUTH, including riparian rights; and

WHEREAS, Licensee wishes to utilize the Licensed Premises for specific activities permitted by this Agreement; and

WHEREAS, Licensee and City desire to enter into this Agreement to allow Licensee to access and utilize the Licensed Premises for the purposes set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

- I. **LICENSE.** Subject to the terms and conditions set forth in this Agreement, the City grants to Licensee an exclusive license for use of the Licensed Premises during the Term (defined below).
- II. **USE OF THE LICENSED PREMISES.** Licensee may use the Licensed Premises for the following purposes (collectively, the “Permitted Activities”): (1) Hosting social events for its members and guests as well as members and guests of Licensee’s affiliate non-profit organizations, including, but not limited to, the Duluth Yacht Club and the Duluth-Superior Sailing Association; (2) storage of marine craft by individuals and private groups or clubs.
- III. **LICENSE FEE.** Licensee shall have use of the Licensed Premises at no cost, except as otherwise set forth in this Agreement.
- IV. **LICENSEE’S RESPONSIBILITIES.** Licensee shall be responsible for the following:
 - A. **Maintenance.** Licensee, at its sole cost and expense, shall maintain the Licensed Premises in as good condition, or better, as found prior to commencement of this Agreement including but not limited to mowing and landscaping, litter cleanup and waste removal. Licensee, at its sole cost and expense, shall be responsible for

contracting for services including but not limited to waste and recycling removal and portable toilets.

- B. Reasonable Care. Licensee shall exercise reasonable care in its activities on the Licensed Premises. In the event Licensee damages the Licensed Premises, Licensee shall immediately restore the Licensed Premises to its original condition or, upon demand, pay to the City the reasonable costs incurred by the City to repair any damage caused by Licensee, its employees, servants, agents, contractors, invitees, tenants, and licensees.
- C. Permits Required. Licensee, at its sole cost and expense, shall apply for and obtain any and all permits and licenses required under applicable law for activities on the Licensed Premises including but not limited to permits for alcohol consumption, bonfires, and tent installation. Licensee shall ensure that use of the Licensed Premises complies with all applicable rules, codes, ordinances, laws, and the terms of this Agreement.

V. TERM AND TERMINATION.

- A. Term. Notwithstanding the date of execution of this Agreement, this Agreement shall commence on the Effective Date and shall continue through December 31, 2030 (the “Term”), unless earlier terminated as provided by this Agreement.
- B. Without Cause. Either party may terminate this Agreement without cause by providing thirty (30) days’ written notice to the other party; provided, in order to facilitate Licensee’s removal of stored marine craft and other temporary containers or structures, termination by the City without cause shall only be undertaken during the months of May through October.
- C. For Cause. The City may terminate this Agreement for material breach by Licensee of any provision of this Agreement if such breach is not cured to the satisfaction of the City within fourteen (14) days of delivery to Licensee of a written notice by the 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 Licensee fails to cure the breach as required by the notice prior to the expiration of the fourteen (14) day notice, this Agreement shall automatically terminate.
- D. Immediately. The City may terminate or suspend this Agreement immediately if the City believes in good faith that the health, welfare, or safety of the Licensed Premises, or occupants, users, or neighbors would be placed in immediate jeopardy by the continuation of Licensee’s use of the Licensed Premises.
- E. Surrender Possession. Upon termination of this Agreement, Licensee agrees to surrender possession of the Licensed Premises to City in as good condition, or

better, as found prior to commencement of this Agreement. Licensee shall remove all personal property, including marine craft, no later than the expiration of the notice period. In the event any personal property, including marine craft, is left on the Licensed Premises at the end of the Term, the City may remove and dispose of the personal property and charge Licensee for all costs incurred by the City. The provisions of this paragraph shall survive expiration or termination of this Agreement for any reason.

VI. WARRANTY. City makes no representation that the Licensed Premises are suitable for any specific uses, and Licensee accepts the Licensed Premises in an “as is” condition without representations or warranties of any kind. The use of the Licensed Premises for Permitted Activities shall be at the sole risk of Licensee. The City shall not be obligated to make any alterations or improvements on or to the Licensed Premises.

VII. ALTERATIONS AND IMPROVEMENTS.

- A. Licensee may, at its sole cost and expense, make suitable improvements or alterations to the Licensed Premises only with advance written approval of the City. This provision includes the delivery, installation, and/or storage of any temporary or permanent containers or structures on the Licensed Premises. All permanent improvements and alterations to the Licensed Premises shall become property of the City.
- B. Prior to commencing any improvements or alterations, Licensee shall submit to City a Project Proposal Request with detailed plans in the form required by the City. A copy of the City’s current form of Project Proposal Request is attached to this Agreement as Exhibit B. The Project Proposal Request shall be submitted to the City at least sixty (60) 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 applicable laws.
- C. Not less than thirty (30) days prior to commencement of construction of an alteration or improvement on the Licensed Premises, Licensee shall provide the City with sufficient proof of required insurance, including workers’ compensation. Such proof of insurance is subject to approval by the City Attorney before the commencement of construction of the alteration or improvement.
- D. Licensee shall be responsible for operational costs and maintenance of improvements, installations, and facilities installed pursuant to this Section VII, and shall operate them in a safe manner.

VIII. ACCESS. City expressly reserves the right to unlimited access to the Licensed Premises for authorized personnel at any time while this Agreement is in force for the

purposes of inspection and ensuring that the provisions of this Agreement are complied with by Licensee. Licensee shall not block access to any buildings or other improvements located on property adjacent to the Licensed Premises.

- IX. INDEMNIFICATION. To the fullest extent permitted by law, Licensee agrees that it shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all costs or expenses, claims or liabilities, including but not limited to reasonable attorney's fees and expenses, whether asserted by Licensee or any third party. Said obligations to defend, indemnify, and hold harmless shall include, but not be limited to the obligation to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omissions of Licensee, including but not limited to the failure to supervise, breach of warranty, the failure to warn, the failure to prevent such act or omission by Licensee, its employees, agents, and any other source of liability. Said obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. On ten (10) days' written notice from the City of Duluth, the Licensee shall appear and defend all lawsuits against the City of Duluth growing out of such injuries or damages. Licensee shall not be required to indemnify City for amounts found by a fact finder to have arisen out of the intentional, willful, or wanton acts or omissions of the City. This Section, in its entirety, shall survive the termination of this Agreement if any amount of work has been performed by Licensee. Nothing in this provision shall affect the limitations of liability of the City as set forth in Minnesota Statutes Chapter 466.

Licensee understands that this provision may affect its rights and may shift liability and specifically agrees to the same.

X. INSURANCE.

A. Licensee shall comply with the following insurance obligations and shall provide the minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota and comply:

- i. Workers' compensation insurance in accordance with the laws of the State of Minnesota;
- ii. Commercial General and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance. Such insurance shall be in a company approved by the City of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and

Contractual Liability. Umbrella coverage with a “form following” provision may be utilized to meet the required minimum amount stated above. Such insurance shall indemnify Licensee and City from all liability described in the Indemnification paragraphs above;

- iii. City of Duluth shall always be named as Additional Insured under the Commercial General and Automobile Liability Policies;
- iv. Licensee to provide Certificate of Insurance evidencing all coverages required above. Such Certificate shall contain an unconditional requirement that the insurer must notify the City without fail not less than thirty (30) days prior to any cancellation, or ten (10) days prior to any non-renewal of the policy or coverages evidenced by said certificate, and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. The use of an “Accord” form as a certificate of insurance shall be accompanied by two forms — 1) ISO Additional Insured Endorsement (CG 2010 pre-2004); and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney’s Office.

- B. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Licensee, its employees, agents, and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Licensee, its employees, agents, and representatives in the negligent performance of work covered by this Agreement.
 - C. Certificates showing that Licensee is carrying the above-described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
 - D. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Licensee’s interest and liabilities. Nothing in this provision shall affect the limitations of liability of the City as set forth in Minnesota Statutes Chapter 466.
- XI. NOTICES. Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

To City Attorney: City of Duluth

Room 402 City Hall
411 West First Street
Duluth, MN 55802

With copy to: City of Duluth
[Parks and Recreation]
411 West First Street
Duluth, MN 55802

To Licensee: DULUTH BOAT CLUB
ATTN: President
PO BOX 16012
DULUTH MN 55816-0012

XII. GENERAL TERMS AND CONDITIONS.

- A. Immunity. Nothing in this Agreement will be construed as a waiver by the City of any immunity, defenses, or other limitations on liability to which the City is entitled by law, including, but not limited to, the liability limits under Minnesota Statutes Chapter 466.
- B. Assignment. Licensee shall not assign or transfer any of its rights or interests under this Agreement in any way whatsoever.
- C. No Relationship. This Agreement is not intended nor should it be construed in any manner as creating or establishing the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting Licensee as the employee of the City for any purpose or in any manner.
- D. Choice of Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located in St. Louis County.
- E. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Licensee, by the signature below of its authorized representative, hereby acknowledges that Licensee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

- F. Execution and Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- G. Amendment. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written instrument signed by the parties.
- H. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- I. Attorney Fees. In the event a lawsuit of any kind is instituted on behalf of the City to collect any payment due under this Agreement or to obtain performance of any kind under this Agreement, Licensee agrees to pay such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred therein.
- J. Force Majeure. Neither party shall be responsible for any failure to comply with the terms of this Agreement where such failure is due to force majeure, which shall include, without limitation, fires, floods, explosions, strikes, labor disputes, labor shortages, picketing, lockouts, transportation embargoes, curtailment of transportation, strikes or labor disputes affecting supplies, acts of God, acts of nature, civil riot or insurrection, acts of any government or agency thereof, and judicial action. Specifically excluded from this definition are government and judicial actions which could have been avoided by compliance with publicly available laws, rules, and regulations of which either party had knowledge or should have reasonably had knowledge.
- K. Severability. The parties 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, 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.
- L. Waiver. The failure of the City to enforce any provisions of this Agreement shall not constitute a waiver by the City of that or any other provision.
- M. Civil Rights Covenant of Licensee. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to work to be done pursuant to this Agreement. This

Agreement shall be conducted in compliance with the Minnesota Humana Rights Act, Minnesota Statutes Chapter 363A.

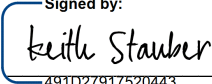
- N. Access to Records. The City and its duly authorized representative shall have access to the books, documents, papers, and records of the Licensee that are related to this Agreement.
- O. Data Practices. All data collected, created, received, maintained, or disseminated for any purpose by the parties because of this Agreement is governed by the Minnesota Data Practices Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized.

CITY OF DULUTH

DULUTH BOAT CLUB

By: _____
Mayor

Signed by:
By:  _____
491D27917520443...

Printed Name: Keith Stauber

Its: President

Attest: _____
City Clerk

Date Attested: _____

By: _____

Printed Name: _____

Countersigned:

Its: _____

City Auditor

Approved as to form:

City Attorney



Printed Date: 3/5/2025

The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

The City of Duluth requires that this map/data not be redistributed to any party in whole or in part, including any derivative works of products generated by combining the data with other data, unless authorized by the City of Duluth GIS office.



Exhibit A Licensed Premises

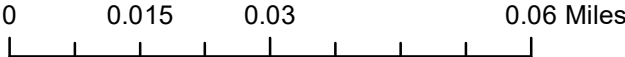


EXHIBIT B



Parks & Recreation

Ground Floor
411 West First Street
Duluth, Minnesota 55802



218-730-4300



parks@duluthmn.gov

July 1, 2022

Dear Community Partner:

Thank you for your interest in proposing an improvement project on City property. We recognize that working closely with the community is an important way 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. Proposals may be submitted by individuals and community organizations, as well as City Divisions/Departments. Please note that acquiring funds for a project through grants, fundraising, donations, or other means does not guarantee project approval. It is strongly recommended that organizations seek City approval in advance of, or at least concurrent with, pursuing funding.

In responding to project proposal submissions, Parks and Recreation, as the City entity receiving completed project proposals, will:

1. Accept and review all Project Proposal Forms;
 - a. Should project proposals be submitted that do not apply to park property, our Division will route that project proposal onward to the appropriate City Division for review and processing.
2. For Parks-related Project Proposal Forms:
 - a. Conduct an internal review to evaluate project proposals.
 - b. Use general criteria included with the Project Proposal Application Form for reference.
 - c. Consult across departments/divisions as appropriate.
 - d. Communicate with proposer with questions, requests for additional information, and/or requests or suggestions for proposal modifications.
 - e. Provide notice of Project Proposal status as approved or denied.
 - i. If approved, facilitate the process with the proposer to project completion.

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

The intent of this process is to streamline review, evaluation, and decision making against existing plans, standards, and uses. Please contact our mainline at 218-730-4300 for additional information.

Thank you for proposing projects that improve and enhance our City!

A handwritten signature in black ink, appearing to read "Jessica Peterson".

Jessica Peterson
Parks and Recreation Manager



PROJECT PROPOSAL APPLICATION FORM

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

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

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

APPLICANT CONTACT INFORMATION - REQUIRED

Date of Application	Name
Organization	
Email	Phone
Organization Description (length operating, membership, formal/informal, non-profit status, mission, etc.)	

Proposed Project Name

Proposed Project Location

PROJECT PROPOSAL FORM - APPLICATION QUESTIONS

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

- 1. **Describe, with as much detail as possible, the location(s) of the proposed project.** Give the park/trail name(s), location within park/trail, GPS coordinates, and/or attach an image clearly identifying the location(s).

- 2. **Describe the proposed project in as much detail as possible.** Why is the project needed and necessary? What is the timeline? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required for any physical improvements. These may include location, sizes, wording, colors, etc. Include or attach any additional information about this project.

- 3. **Describe the benefits of the proposed project.** Is it expected to add to or reduce costs for the City or a user group? Is it a functional improvement? Does it provide aesthetic benefit to the park? Are there potential safety concerns or does it resolve safety concerns?

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

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

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

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

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

For Temporary Art Installations:

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

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

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

Additional Information:

FOR OFFICE USE ONLY**The following criteria will be used to evaluate project proposals:**

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

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

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