

Exhibit 1

LEASE AGREEMENT CITY OF DULUTH AND NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE, DULUTH BRANCH

THIS LEASE AGREEMENT (this “Agreement”), effective as of the date of attestation by the City Clerk, by and between the **City of Duluth**, hereinafter known as the “City” and the **NAACP Duluth Branch**, hereinafter known as “NAACP” or “Lessee”.

WHEREAS, the City owns and operates certain portions of the Washington Recreation Center together with the adjoining property, various fixtures and personal property contained therein, located at 310 North First Avenue West, Duluth, MN 55805, City of Duluth, St. Louis County, Minnesota (“Washington Center”); and

WHEREAS, Lessee is a non-profit corporation authorized to do business in the State of Minnesota; and

WHEREAS, Lessee’s Mission (“Mission”) is to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate race-based discrimination; and

WHEREAS, Lessee desires to lease certain portions of Washington Center for advancement of its Mission and related services to the community (“Services”) as set forth herein; and

WHEREAS, the City desires to lease to the Lessee certain portions of Washington Center as described herein.

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

1. LEASED SPACE:

- a. Lessee shall have exclusive use of Room 109D of Washington Center. Lessee may have non-exclusive use of the common areas of Washington Center, defined as the hallways, restrooms and conference room. However, use of the conference room must be arranged through the City staff member assigned to Washington Center. Lessee may also have exclusive use of a portion of the hallway next to Room 109D; said space is depicted in blue on the attached Exhibit A. City will provide a locked gate to allow Lessee to store personal items in this space. However, Lessee understands and agrees that City is not responsible to ensure that unauthorized persons do not access this exclusive space and Lessee assumes all risk associated with storing personal property in this space. Lessee understands that it has non-exclusive use of the hallway leading to the locked space. (The exclusive and non-exclusive leased space shall be collectively referred to as “Premises”).

A drawing of the Premises is attached to this Agreement as Exhibit A. Lessee accepts the Premises and equipment “as is”, in its present physical condition, and the City makes no warranty, either express or implied, that the Premises or equipment thereon are suitable for any purpose.

- b. Lessee’s use of the Premises shall be limited to providing its Services. Said Services are described in the attached Service Description which is made a part of this Agreement as Exhibit B.
- c. City will provide surplus office furniture to Lessee at no charge for Lessee to use on the Premises during the term described in Section 2 below. At the termination of this lease, Lessee will surrender all office furniture provided to Lessee.

2. TERM OF AGREEMENT:

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on March 1, 2025 and expire on February 28, 2028, unless earlier terminated as provided for herein.

3. RENT:

Rent for the Premises shall be as follows:

- a. In consideration of Lessee’s provision of Services described herein, the City has agreed to a reduced rental rate of Fifty-nine Dollars and 71/100th (\$59.71) per month (\$716.52 per year) for the first year of this Agreement. Thereafter, rent shall increase three percent (3%) per year during each year of this Agreement.
- b. This reduced rental rate is specifically conditioned upon Lessee's continuation of the Services throughout the term of this Agreement.
- c. All rent shall be due and payable on or before the first day of each month. Rent proceeds to be deposited in Fund 110-121-1222-4622 (General, Public Administration, Property and Facilities Management, Rent of Buildings).

4. OPERATION AND MAINTENANCE:

- a. Lessee shall maintain the Premises in a safe and clean manner at all times including cleaning of interior windows of its exclusive leased space. Lessee shall remove all litter or other waste and properly dispose of same into the proper disposal containers provided within Washington Center. Lessee shall comply with the City’s guidelines relating to recycling, energy efficiency and maintenance of the Premises. A copy of the guidelines will be provided to Lessee upon execution of this Agreement.
- b. Lessee shall keep and maintain the Premises during the term of this Agreement in good order and condition and state of repair, normal wear and tear excepted.
- c. Lessee shall be responsible for maintaining all Lessee equipment in a safe and properly maintained manner at Lessee expense and shall prohibit the use of any equipment not determined to be safe and properly maintained.
- d. Lessee shall be responsible for any losses or damages caused by Lessee, or its employees, agents or program participants, to the Premises or to any City equipment.
- e. Lessee shall not make structural changes to the Premises with the exception of the installation of necessary telephone and internet service. Lessee may negotiate a shared

payment arrangement with another tenant in order to access telephone and/or internet service belonging to that tenant.

f. Lessee agrees and understands that the 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 conference rooms per paragraph g., below, for its exclusive use.

g. Use of conference rooms must be requested in advance by Lessee to the City Staff member or authorized manager at Washington Center. Use is subject to availability and Lessee is not guaranteed priority of its requests. City Staff reserves the exclusive right to reschedule Lessee's use of the conference room should an unforeseen scheduling conflict arise. If Lessee's conference room use becomes displaced by such scheduling conflict, it shall be rescheduled by City Staff. All meetings and events held in the conference rooms must follow this criteria:

- i. The meeting or event must be directly related to the Lessee's goals and mission.
- ii. A key holder (a person who has been assigned a key from Facility Management) must be present for the duration of the event or meeting or make suitable arrangements for an adult event/meeting attendee to be responsible for the key.
- iii. Lessee agrees to follow all security measures and criteria set up by the City Staff assigned to Washington Center.

h. Lessee will follow all established policies and procedures regarding safe and supervised building usage and security and will immediately report any concerns to the City Staff.

5. LIMITS OF USE:

a. Lessee agrees that the Premises shall be used only for Services-related activities and that any other activities not approved by the City's Property & Facilities Manager may be grounds for immediate termination of this Agreement.

6. INDEPENDENT CONTRACTOR:

a. 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. 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 City. 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.

7. INSURANCE:

- a. Lessee shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.
 - i. Workers' compensation insurance in accordance with the laws of the State of Minnesota.
 - ii. Comprehensive General Liability Insurance in an amount not less than **\$1,500,000** Single Limit. Such coverage shall include all LESSEE activities occurring on or within the Premises whether said activities are performed by employees or agents under contract to LESSEE.
- b. The City shall be named as Additional Insured under the Comprehensive General Liability policy. Lessee shall provide Certificates of Insurance evidencing the required coverage. The certificates of insurance provided shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification 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 City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Lessee's interests and liabilities. Certificates showing that Lessee 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.
- c. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Lessee, 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 Lessee, its employees, agents and representatives in the negligent performance of its activities covered by this Agreement.
- d. City officials are granted the authority to refuse to execute this Agreement in the event Lessee fails to meet the requirements of this paragraph.

8. HOLD HARMLESS AND INDEMNIFICATION:

- a. 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.

b. Lessee will indemnify the City for any damage to any City property on the Premises caused by Lessee, its agents or employees.

9. INCIDENT REPORTS:

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

10. COMPLIANCE WITH LAWS:

a. 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 Premises.

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

c. Lessee agrees to procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement.

d. Lessee agrees its Services conducted on the 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.

11. COMMUNICATIONS:

a. 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.

12. NOTICES

a. 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
Property & Facilities
Attention: Manager

NAACP, Duluth Branch
Attn: Classie Dudley or President
310 North First Ave.

1532 West Michigan Street
Duluth, MN 55806
218-730-4435
218-576-7396 (Cell)

Room 109D
Duluth, MN 55805
(202) 594-7317

13. CITY ACCESS:

a. Lessee shall permit the City, its officials, employees or agents to access and inspect the Premises upon 24 hours advance notice of business hours, except where emergency circumstances require immediate access as determined by an authorized City staff member. Lessee shall not change the locks or otherwise prohibit or inhibit the City access to any portion of the Premises. Facility Management for the City shall be exclusively responsible for the design of keying systems, lock changes, key fabrication and key distribution and Lessee agrees to abide by the Key Control Policy, a copy of which shall be provided to Lessee. All keys shall be promptly returned to the City's Property & Facilities Manager upon termination of this Lease.

14. SMOKING AND TOBACCO:

a. There shall be no smoking or use of tobacco whatsoever on the Premises.

15. TERMINATION OF AGREEMENT:

a. This Agreement may be terminated by either party by serving ninety (30) days written notice upon the other, except as otherwise provided herein. Any such notice to be given to the City shall be addressed to the Property & Facilities Manager, and any such notice to be given to Lessee shall be directed to the current official contact person. Lessee shall remove all Lessee equipment not later than the expiration of the notice period and any such Lessee equipment remaining after this period shall become the property of the City. Should Lessee violate any of the provisions of this Agreement, City may terminate this Agreement immediately by serving written notice to Lessee.

b. Upon termination of this Agreement, Lessee agrees to surrender possession of the Premises to City in as good condition and state of repair as said Premises were in at the time Lessee took possession, reasonable wear and tear, and acts of God excepted.

16. DEFAULT BY LESSEE:

a. Should Lessee be in default under any terms or conditions of this Agreement City shall provide Lessee with notice of said condition of default, in writing, and shall allow Lessee thirty (30) days to cure any defaults set forth therein. If such default is not cured to the satisfaction of City within thirty (30) days, City may immediately terminate this Agreement.

b. Lessee shall also be considered in default if Lessee (i) conducts activities within the Premises in violation of this Agreement or if Lessee discontinues providing its Services, or (ii) files a petition in bankruptcy or other insolvency proceeding is filed by or against Lessee, without dismissal within thirty (30) days of filing; or if Lessee makes any general assignment for the benefit of creditors or composition; or if a petition or other proceeding is instituted by or against the Lessee for the appointment of a trustee, receiver, or liquidator of Lessee or of any of Lessee's property pursuant to laws for the benefit of creditors; or if a proceeding is instituted by any governmental authority for the dissolution or liquidation of Lessee.

c. 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 Premises, and after five (5) days prior written notice to Lessee, may remove all persons and property from the Premises.

d. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.

e. Should City elect to reenter, this Agreement shall be deemed terminated; provided, however, that City shall be entitled as against Lessee to the measure of damages provided by law, namely the difference between the rent for the balance of the term of this Agreement following the day of reentry and the amount of rent City receives during that period from any subsequent tenant of the Premises. City shall in such event have no obligation to relet the Premises.

f. Should City at any time terminate this Agreement under City's express rights set forth in this Agreement for any breach, 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 Premises.

17. ALTERATIONS AND IMPROVEMENTS:

a. Lessee may, at its sole cost and expense, make suitable improvements or alterations to the Premises upon advance written approval from the City's Property & 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 this Agreement as Exhibit D. These documents shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Code.

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

18. GENERAL PROVISIONS

a. Lessee represents that it is an entity legally capable of entering into this Agreement and that it is a non-profit organization currently in good standing with the Minnesota Secretary of State.

b. The 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 the City's Property & Facilities Manager shall ultimately determine the appropriate use of the site and/or improvements and shall prevail in any disputes between user groups.

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

d. 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.

e. 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.

f. Lessee agrees that it shall neither assign nor transfer any rights or obligations under this Agreement without the prior written approval of the City.

g. 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.

h. 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.

CITY OF DULUTH

**NATIONAL ASSOCIATION FOR THE
ADVANCEMENT OF COLORED
PEOPLE, DULUTH BRANCH**

By: _____
Its Mayor

Signed by:
By: Chris Davila
D56DE5425EA645F...

Attest:

Its: Treasurer

By: _____
City Clerk
Date: _____

Date: 4/7/2025 | 13:25:46 CDT

Countersigned:

City Auditor

Approved as to form:

City Attorney

Washington Center
NAACP
Leased Space #109D
340 SF

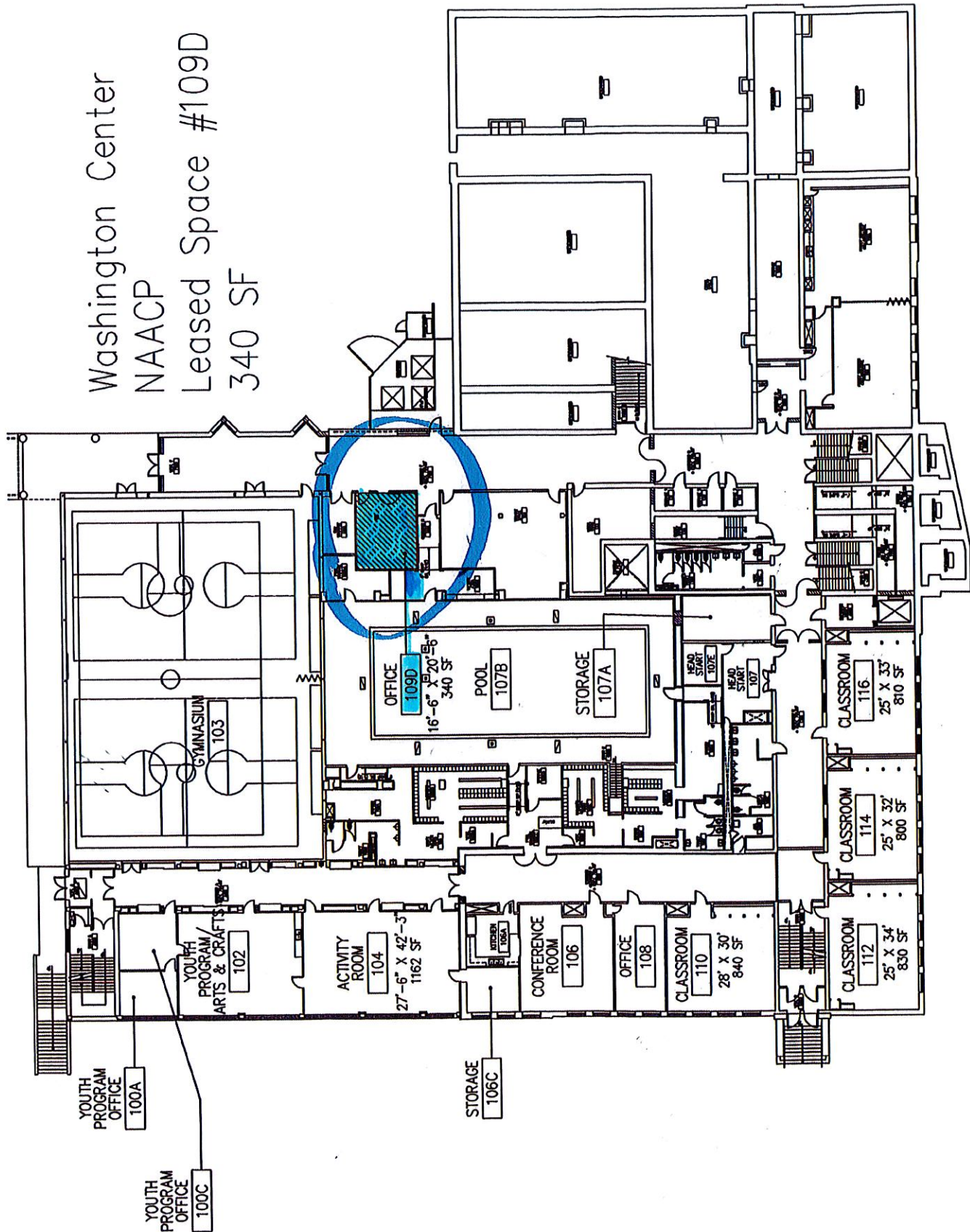


EXHIBIT A

Exhibit B



NAACP BRANCH DULUTH MINNESOTA

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE
POST OFFICE BOX 494, DULUTH MN 55801
218-590-9009

Description of Services provided by the NAACP Duluth Branch:

The NAACP President works closely with its membership, community at-large and with community allies (i.e. networking and collaborating), promoting awareness, providing training, support and expertise to adapt and align the association mission/aim/purpose, vision, objectives and strategic plans to meet the needs of the Duluth Community and move it to action; and also identify resources and support needed to accomplish said outcomes of the mission and strategic plan.

Mission Statement

The mission of the National Association for the Advancement of Colored People (NAACP) is to ensure the political, educational, social, and economic equality of rights of **all** persons and to eliminate race-based discrimination.

Vision Statement

The vision of the National Association for the Advancement of Colored People is to ensure a society in which **all** individuals have equal rights without discrimination based on race.

Objectives

The following statement of objectives is found on the first page of the NAACP Constitution - the principal objectives of the Association shall be:

- To ensure the political, educational, social, and economic equality of **all** citizens
- To achieve equality of rights and eliminate race prejudice among the citizens of the United States
- To remove **all** barriers of racial discrimination through democratic processes
- To seek enactment and enforcement of federal, state, and local laws securing civil rights
- To inform the public of the adverse effects of racial discrimination and to seek its elimination
- To educate persons as to their constitutional rights and to take all lawful action to secure the exercise thereof, and to take any other lawful action in furtherance of these objectives, consistent with the NAACP's Articles of Incorporation and this Constitution.

NAACP STRATEGIC PLAN: GAME CHANGERS FOR THE 21ST CENTURY

For more than a century the National Association for the Advancement of Colored People has worked to ensure the political, educational, social, and economic equality of rights of **all** persons and to eliminate race-based discrimination. Inspired by the force and commitment of The Call of 1909, which denounced the growing oppression of people of color and mobilized thousands to work to bring this discrimination to an end, the NAACP seeks to establish a strategic direction as it embarks on developing The New Call for the 21st Century.

The five NAACP Game Changers below address the major areas of inequality facing African Americans that are the focus of the NAACP's work.

Economic Sustainability (A chance to live the American Dream for **all**)

Every person will have equal opportunity to achieve economic success, sustainability, and financial security.

Education (A free, high-quality, public education for **all**)

Every child will receive a free, high quality, equitably-funded, public pre-K and K-12 education followed by diverse opportunities for accessible, affordable vocational or university education.

Health (Health equality for all Americans including a healthy life and high-quality health care)

Everyone will have equal access to affordable, high-quality health care, and racially disparate health outcomes will end.

Public Safety and Criminal Justice (Equitable dispensation of justice for **all**)

Disproportionate incarceration, racially motivated policing strategies, and racially biased, discriminatory, and mandatory minimum sentencing will end. Incarceration will be greatly reduced and communities will be safer. The death penalty will be abolished at the state and federal level, as well as in the military.

Voting Rights and Political Representation (Protect and enhance voting rights and fair representation)

Every American will have free, open, equal, and protected access to the vote and fair representation at all levels of the political process. By protecting democracy, enhancing equity, and increasing democratic participation and civic engagement, African Americans will be proportionally elected to political office

Expanding Youth and Young Adult Engagement

- Expanding the presence of youth consciousness in every aspect of the Association
- Significant attention to expanding engagement with key age demographic (17-29 and after)
- Young adult engagement in policy research, development and advocacy on all levels
- Enhance capacity of local units to recruit, engage, train and retain young adults
- Innovative approaches to young adult membership and program engagement

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 accident, injury, or incident 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 accident, injury, or incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Date employer notified of accident, injury, or incident: _____ 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 accident, injury, or incident. Be specific. Include body parts affected.	
Describe the activities when the accident, injury, or incident 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

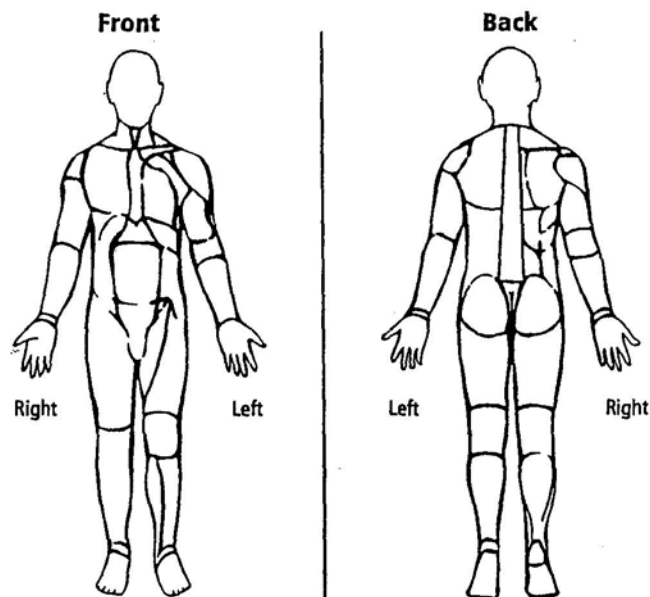
- ☐ Slip and fall
☐ Struck by equipment
☐ Lifting or moving
☐ Caught (in, on, or between)
☐ Needle puncture
☐ Object in eye (☐ Right ☐ Left)
☐ Repetitive/overuse
☐ Other (specify): _____

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:

☐ Driver ☐ Passenger ☐ Other

Owner address:

Owner phone number:

Vehicle license #:

Make/Model:

Color:

Year:

Describe damage:

Weather conditions:

- ☐ Clear ☐ Wind
☐ Rain ☐ Cloudy
☐ Fog ☐ Sleet
☐ Snow

Roadway conditions:

- ☐ Dry ☐ Mud
☐ Wet ☐ Paved
☐ Snow ☐ Unpaved
☐ Ice

Light conditions:

- ☐ Night
☐ Day
☐ Good
☐ Poor

Approximate temperature: _____ °F

Estimated speed: _____ mph

Vehicle: ☐ Loaded ☐ Empty

What was load: _____

Drug and/or alcohol test? ☐ Yes ☐ No ☐ N/A

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____

Exhibit D

**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!

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>			

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