

# **EXHIBIT 1**

## **813 EAST 13th STREET & 815 EAST 13th STREET LEASE AGREEMENT**

### **City of Duluth and Community Action Duluth**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, by and between the **CITY OF DULUTH**, a municipal corporation organized and existing under the laws of the State of Minnesota, hereinafter referred to as “City,” and **COMMUNITY ACTION DULUTH**, a Minnesota nonprofit corporation, hereinafter referred to as “CAD.”

The parties acknowledge the following:

A. The City owns property located at street addresses of 813 and 815 East 13th Street in Duluth and legally described as:

Lot Thirty (30), Block Two (2), CHAMBER’S SECOND DIVISION OF DULUTH, and the Westerly Six Feet (W’ly 6’) of Lot Twenty-nine (29), Block Two (2), CHAMBER’S SECOND DIVISION OF DULUTH; and

Lot Thirty-one (31), EXCEPT the Westerly Five Feet (W’ly 5’) thereof, Block Two (2), CHAMBER’S SECOND DIVISION OF DULUTH, together with an easement for private driveway over and across the Westerly Five feet (W’ly 5’) of said Lot Thirty-one (31).

The above-described real property is depicted and further described on Exhibit A attached hereto and incorporated into this Agreement by reference (hereinafter “Property”).

B. The Seeds of Success Program is an urban agriculture and transitional employment program of CAD.

C. The mission (the “Mission”) of the CAD and its Seeds of Success Program is to address food access issues and barriers to employment in the City of Duluth.

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

E. CAD believes that the Property is generally suitable in soil composition and fertility for growing fruits, vegetables, and other plants.

F. CAD desires to lease the Property from City to further its Mission, which is further described in the Project Proposal Request Form and Project Proposal documents attached hereto as Exhibit B and incorporated into this Agreement by reference (“hereinafter 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. PROPERTY

A. City agrees to lease to CAD sole use of Property legally described above and further depicted in Exhibit A.

B. CAD may only utilize Property for Program.

C. CAD is taking the Property “as is”, in its present physical condition, and the City makes no warranty, either express or implied, that Property are suitable for any purpose. City makes no warranty that Property is suitable for growing fruits, vegetables, or any other plants.

D. The rights of CAD to build, occupy, use, and maintain the Property are subject to CAD’s compliance with the provisions, covenants, and conditions of this Agreement.

II. LEASE FEE & IMPROVEMENTS

A. CAD shall lease Property from City at no cost. The consideration for the Lease shall instead be the improved value of Property and public benefit provided by CAD via Program.

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

### III. TERM OF LEASE

The initial term of this Agreement is three (3) years. Notwithstanding the date of execution of this Agreement, this Agreement shall commence on October 1, 2016, and shall continue through the end of the day on September 30, 2019.

### IV. EARLY TERMINATION OR EXPIRATION OF AGREEMENT

A. **ABANDONMENT.** City may terminate this Agreement with sixty (60) days written notice to CAD if City determines that CAD has abandoned Property or Program on the Property, or both.

B. **FOR CAUSE.** City may terminate this Agreement for the material breach by CAD of any provision of this Agreement, including its exhibits, if such breach is not cured to the satisfaction of City within thirty (30) days of delivery of a written notice by City (or such longer time as specified in the notice). The notice shall identify the breach and the necessary actions to remedy the breach.

C. **WITHOUT CAUSE BY CITY DUE TO STORM SEWER REPLACEMENT ON PROPERTY.** The parties specifically recognize and acknowledge that the storm sewer conveyance system approximately below the Property lots circled, depicted, and further described in the attached Exhibit C may be replaced or repaired by the City during the Term of this Agreement. The parties specifically recognize and acknowledge to the size and depth of the storm sewer conveyance system, a significant portion of the lots would be disturbed from by the City during this construction activity. This construction work will require the removal of raised planting beds, vegetation, and any trees planted. The parties specifically recognize and acknowledge that the City will not replace or restore, or pay for replacement or restoration of the Property, Program, or CAD's personal property.

D. **IMMEDIATELY.** City may terminate or suspend this Agreement immediately if City believes in good faith that the health, welfare or safety of Property occupants or neighbors would be placed in immediate jeopardy by the continuation CAD's operations.

E. **SURRENDER POSSESSION.**

1. Upon termination or expiration of this Agreement, CAD agrees to surrender possession of Property to City in as good condition and state of repair as said Property were in at the time CAD took possession, acts of God excepted.

2. Prior to expiration of Agreement Term or within fourteen (14) days of early termination, whichever occurs first, CAD may remove any personal property and plants

from Property. These removed personal property and plants shall remain exclusive property of CAD.

3. City retains exclusive ownership of all non-plant Property fixtures after expiration of this Agreement Term or early termination, whichever occurs first. Examples of non-plant Property fixtures include the greenhouse, storage sheds, fencing, gates, garden bed structures, and benches.

4. All personal property and plants, remaining on Property upon expiration of Agreement Term or after fourteen (14) days of early termination, whichever occurs first, shall become exclusive property of City.

## V. MAINTENANCE AND OPERATION

A. CAD may only utilize Property for Program.

B. CAD acknowledges that it and all of its members and users are planting and cultivating at their own risk.

C. CAD shall maintain Property in a safe and clean condition and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items.

D. CAD is solely responsible for storage, theft, and/or vandalism of all personal property, equipment, tools, and machinery on Property.

E. CAD shall provide the City Manager of Parks and Recreation with forty-eight (48) hours prior written notice of its planned application of any fertilizers or pesticides. All applications are subject to the written authorization of the Manager of Parks and Recreation. CAD further agrees that the application of any restricted label fertilizers or pesticides be performed only by an applicator currently licensed by the State of Minnesota. Any restricted label fertilizers or pesticides applied by other than a currently licensed applicator shall be grounds for immediate termination of this agreement. The City reserves the right to determine and prohibit an environmentally harmful fertilizer or herbicide.

F. CAD agrees to pay for all utilities on and to the Property during the term of this Agreement.

G. CAD is responsible for all maintenance of the Property, including but not limited to, snow removal, cleaning, washing, sand or debris removal, tree and grass cutting and removal, trash collection and removal, sweeping, and restroom services. City shall not provide or assist in maintenance of the Property during this Agreement.

H. CAD agrees to procure, at CAD's sole expense, all licenses and permits necessary for operating its Program on the Property and carrying out the provisions of this Agreement.

I. No permanent structures or murals or other permanent works of art may be built, displayed, or stored on Property without permission from the City's Property and Facilities Manager.

J. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in or on the Property.

K. CAD shall not use Property for any commercial purpose without permission from the City's Property and Facilities Manager

L. CAD is responsible to maintain the public sidewalks on or abutting the Property from April 15 to October 31 of each year, specifically the sidewalk abutting E. 13th Street as depicted on Exhibit A. CAD is not responsible for sidewalk maintenance for the periods January 1 to April 14 or November 1 to December 31 unless the Association uses the Property or operates its Program on the Property during that time, in which event the CAD shall be responsible to maintain the public sidewalks on or abutting the Property year-round.

## VI. ACCESS

City shall have unlimited access to the Property during Agreement Term for the purposes of inspection and ensuring CAD's compliance with Agreement.

## VII. ALTERATIONS OR IMPROVEMENTS

A. CAD shall not make any alterations or improvements to the Property that are not herein described without the prior written consent of the City and upon the terms and conditions which may be imposed by the City. CAD agrees to pay to the City upon demand the reasonable costs incurred by City to repair any damage done to the Property by CAD, its employees, volunteers, servants, agents, contractors, invitees, and licensees during the term of this Agreement.

B. CAD may, at its sole cost and expense, make suitable improvements or alterations to the Property upon advance written approval from the City. 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, CAD shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request is attached to and incorporated by reference into this Agreement as Exhibit 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.

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

## VIII. INSURANCE AND INDEMNIFICATION

A. During the term of this Agreement, CAD shall have such coverage as will protect CAD and the City against risk of loss or damage to the Property and any other property permanently located or exclusively used at the Property and against claims that may arise or result from the maintenance and use of the Property during the Agreement Term. CAD shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of \$1,500,000 for property damage liability. Insurance required in this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. CAD shall provide to Certificates of Insurance to City evidencing said insurance coverage. Such policy of insurance shall be approved by the City Attorney and shall contain a condition that it may not be cancelled without thirty (30) days' written notice to the City. The Certificates of Insurance shall name City as additional insured.

B. City reserves the right to require CAD to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

C. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the CAD's interests and liabilities.

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

E. CAD agrees to indemnify, save harmless, and defend the City and its officers, agents, servants and employees from and against any and all claims, suits, loss, judgments, costs, damage and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or CAD, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of CAD, arising out of, related to or associated with the use, maintenance or operation of the Property by CAD or performance of its obligations under this Agreement.

#### IX. RECORDS RETENTION

CAD agrees to maintain all Program and Property records during the term of the Agreement and for six (6) years after its termination, cancellation, or expiration.

#### X. 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 CAD as agents, representatives or employees of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

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

#### XI. NO ASSIGNMENT ALLOWED

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

## **XII. LAWS, RULES AND REGULATIONS**

A. During the term of this Agreement, CAD agrees to conduct its activities related to the Property 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.

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

## **XIII. TAXES**

CAD hereby agrees to pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of CAD's lease or operations of the Property, including real property and sales taxes, if applicable. It is further agreed that City may pay the same on behalf of CAD and immediately collect the same from CAD, or reduce any amount owed to CAD by City pursuant to this Agreement. CAD shall further be obligated to collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date.

## **XIV. GOVERNMENT DATA PRACTICES**

A. CAD shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by CAD under this Agreement, including Program.

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

## **XV. WAIVER**



The waiver by the City of any breach of any term, covenant, or condition in this Agreement, shall not be deemed a waiver of any subsequent breach of same or any term, covenant, or condition of this Agreement.

#### XVI. 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.

#### XVII. NOTICES

Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

Community Action Duluth  
Attn: Angie Miller, Executive Director  
2424 W. 5th Street #102  
Duluth, MN 55806

and to:

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

or to such other persons or addresses as the parties may designate to each other in writing from time to time.

#### XVIII. COMPLIANCE WITH AGREEMENT

The rights of CAD to use the Property are subject to CAD's compliance with the undertakings, provisions, covenants, and conditions herein.

#### **XIX. APPLICABLE LAW**

The law 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.

#### **XX. AMENDMENTS**

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

#### **XXI. SEVERABILITY**

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

#### **XXII. 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.

#### **XXIII. INCIDENT REPORTS**

CAD shall notify the City's Property and Facilities Manager in writing of any incident of injury or loss or damage to the Property or any CAD's participants or invitees occurring within the Property during the Term of this Agreement, except for damage to CAD's personal property. 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 E.

**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.

IN WITNESS THEREOF, the parties hereto have executed this Agreement.

**CITY OF DULUTH**

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

ATTEST:

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

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

Approved as to form:

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

Countersigned:

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

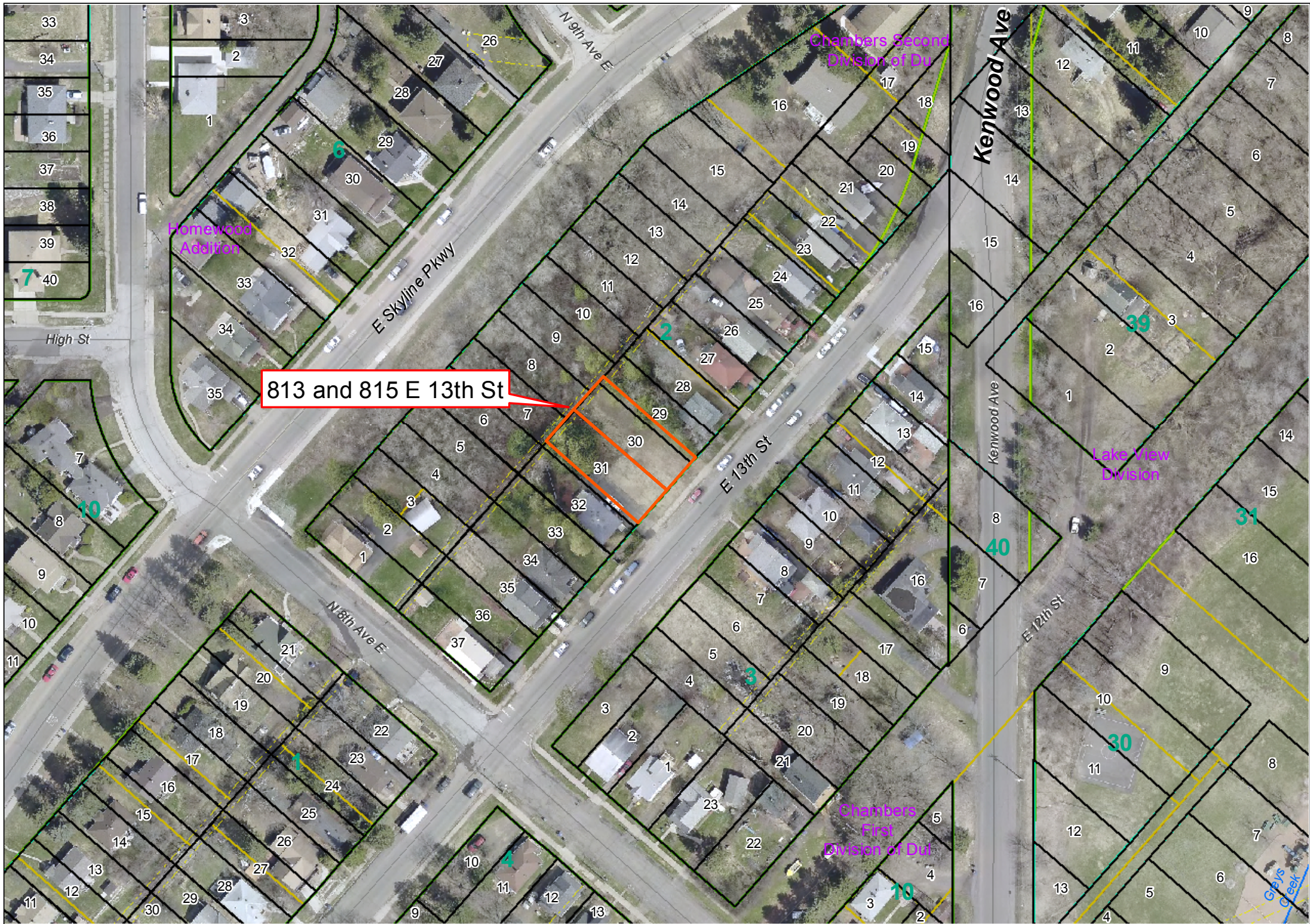
**COMMUNITY ACTION DULUTH**

By: Angie Miller

Its Executive Director  
Authorized Representative

Printed Name Angie Miller





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

## Exhibit A City Property

0 50 100 Feet  
1 inch = 100 feet



photo date: 2016  
Printed: 7/21/2016







# EXHIBIT B CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



Use this form to propose a City of Duluth improvement project. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests.

## APPLICANT CONTACT INFORMATION

Date of Application: 6-3-2016

Name: Stephen Lorber

Organization: Community Action Duluth - Seeds of Success

Address: 2424 W. 5th St. Suite 102 City/State/Zip: Duluth, MN, 55806

Neighborhood: Lincoln Park

E-mail: [stephen@communityactiond.com](mailto:stephen@communityactiond.com)

Primary Phone: 218-726-1665 ext. 45

Secondary Phone:

IS YOUR PROJECT RELATED TO

**PUBLIC**

-ARTS-

-MEMORIALS-

-MONUMENTS-



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

## PROJECT PROPOSAL

Use additional sheets if more space is needed.

### PROJECT LOCATION

Describe as best as possible the location of the proposed project. Give the address, name of street, neighborhood, intersection, GPS coordinates, etc. If the project is City-wide, please state "City-wide."

The location of the proposed site is 815 and 813 East 13th Street.

### PROJECT DESCRIPTION

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

☒ Attached ☐ Not Applicable

See attachment.

### PROJECT JUSTIFICATION

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

See attachment.



# CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



## PROJECT COST

Describe the approximate cost to complete the project. This can be a "guesstimate." This is only considered to be a rough guideline.

The majority of building materials will be donated and the labor will come from paid workers (field ci



## POTENTIAL SOURCE OF FUNDING

Describe potential funding sources for the project.

Any cost that will occur during the production and maintaining of the proposed sites will be sourced t



## 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):**

N/A

**CONSIDERATION (B):** Project is compliant with ADA Accessibility Plans.

**COMMENT (B):**

Yes. Our paths will make the entire site accessible for all ability levels.



## CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



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

**COMMENT (C):**

Yes.

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

**COMMENT (D):**

Yes.

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

**COMMENT (E):**

✓

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

**COMMENT (F):**

Does not require a permit.

**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):**

The proposed sites will be fully maintained and operated by Seeds of Success and no City funding



**SUBMIT COMPLETED FORMS to:**

DANIELLE ERJAVEC  
PROPERTY SERVICES SPECIALIST  
CITY OF DULUTH  
PROPERTY & FACILITIES MANAGEMENT  
1532 W MICHIGAN STREET  
DULUTH, MN 55806  
[projectproposal@duluthmn.gov](mailto:projectproposal@duluthmn.gov)  
(218) 730-4333

## **PROJECT DESCRIPTION**

**Describe the proposed project in as much detail as possible. Why is the project needed and necessary? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required so that the committee has a better understanding of your project. These may include location, sizes, wording, colors, etc.**

Seeds of Success is proposing that the land on 815 and 813 East 13<sup>th</sup> Street be utilized as growing sites for our program. Seeds of Success is an urban agriculture and transitional employment program of Community Action Duluth. Our focus is to address food access issues and barriers to employment in the city of Duluth.

Seeds of Success employs a field crew throughout the growing season and has recently been able to employ community members for winter projects. We currently are growing on five sites, yet we are losing two sites this year. The allocation of these spaces would allow us to sustain our transitional employment program and eventually give us an opportunity to ramp up production and employ more community members in the near future. An increase in food production means more community members working throughout the year and more fresh food available to neighborhoods with low food accessibility.

Seeds of Success is proposing to reinvigorate the barren land at 815 and 813 East 13<sup>th</sup> Street. The spaces will be turned into a productive garden with crafted raised beds and perennial fruit trees and bushes. Phase I of the project will be focused on diversified vegetables and herbs (summer 2016). Phase II of the project will incorporate fruit trees and bushes (summer 2017). There will be mulched pathways between the raised beds to suppress excessive weed growth and provide adequate pathing for residents of all ability levels. The raised beds will be utilized to grow a plethora of vibrant vegetables that will be sold in Lincoln Park at the only farmers' market in Duluth that accepts EBT and offers a match for EBT customers. We believe strongly in building and maintaining soil and erosion control is very much a part of our planning process as well as food production. Dispersed throughout the sites, perennial fruit trees and bushes will be strategically planted to sustain the soil and combat erosion even under heavy storms.



## PROJECT JUSTIFICATION

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

The benefits of transforming the 815 and 813 East 13<sup>th</sup> Street lots are tremendous. The extra growing space would mean more locally produced food being distributed to Duluth communities, which will be another big step toward addressing pressing food access issues in Duluth. For example, the neighborhood where the Seeds of Success' farmers' market is located, Lincoln Park, is a food desert. There are 6,000 residents and thirty-five percent live below the poverty line. On average, residents of Lincoln Park have a shorter life expectancy than the rest of Duluth by ten years. Seeds of Success sells directly through the Lincoln Park Farmers' Market and has established EBT match programs to make food more accessible to the community. Another significant point to be made is that the Lincoln Park Farmers' Market is the only farmers' market in Duluth that accepts EBT. The more space SOS has for production, the more fresh food we can make accessible to residents of Duluth facing food insecurity.

Another significant benefit of this project would be the employment of Duluthians. Seeds of Success currently employs a small field crew to sow, harvest, and maintain the production sites. The field crew consists of transitional employees and the program exposes them to new environments and challenges, and builds work history and job skills. Increasing the amount of production would allow Seeds of Success to eventually increase the amount of community members we hire. More employees in the summer would be needed for growing and much of the food produced will be preserved for a workforce in the winter to process and package, which Seeds of Success then can distribute to the community even after the growing season has ended, through the form of value-added food production.

Currently, the proposed sites are void of any vegetation. Growing food and establishing perennials will build soil and the root systems will hold it all in place. Barren land is horrendous at stopping water flow. Healthy soil and established plants with deep roots systems absorb water and hold the land intact after heavy storms, meaning less runoff into the bay and less flooding deteriorating city infrastructure.

Improvements made to 815 and 813 East 13<sup>th</sup> Street will be practical and easy to maintain. Instead of the City spending to maintain the properties, Seeds of Success will be solely responsible for the beautification and maintenance of the site. Safety is of the utmost importance and our redevelopment plan for the sites will have no permanent structures and will have well-marked trails throughout.

The lots will be transformed from barren dirt and unsightly weeds to carefully planned garden beds full of vibrant fruits and vegetables. Our fruit trees and vegetables produce flowers that bloom at different times of the year, meaning color and fragrance will take over these plots. These lots will also create spaces for community members to connect with each other, fostering stronger ties between neighbors.

The more food we produce locally, the more community members working, and the more land we have in restoration will only contribute to building a more resilient Duluth.





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

## Exhibit C

### Storm Sewer Conveyance System

0 25 50 Feet  
1 inch = 50 feet



photo date: 2016  
Printed: 9/9/2016







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

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



June 9, 2016

Dear Community Partner:

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

Each year there are numerous requests for projects on City property. To better respond to the requests, the City has developed a system that will result in better communications, tracking and processing of project proposals. It establishes Property and Facilities Management as the City entity that will: (1) accept and review all submitted Project Proposal Forms; (2) direct proposals to appropriate City staff; and, (3) facilitate the process to project completion. Once your project proposal request is received, the reviewing process will start and you or your organization will receive a response with thirty (30) days.

The intent of this process is to expedite decision making, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. At any point in the process, Property and Facilities Management can be contacted to respond to questions or concerns.

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

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

If you have any questions, please contact Danielle Erjavec at (218) 730-4333.

Sincerely,

Erik Birkeland  
Property & Facilities Manager  
City of Duluth  
1532 West Michigan Street  
Duluth, MN 55806



# CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



Use this form to propose a City of Duluth improvement project. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests. You or your organization will receive a response to the project proposal request within thirty (30) days of submission.

## APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Neighborhood:

E-mail:

Primary Phone:

Secondary Phone:

IS YOUR PROJECT RELATED TO

**PUBLIC**

-ARTS-

-MEMORIALS-

-MONUMENTS-



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

## PROJECT PROPOSAL

Use additional sheets if more space is needed.

### PROJECT LOCATION

Describe as best as possible the location of the proposed project. Give the address, name of street, neighborhood, intersection, GPS coordinates, etc. If the project is City-wide, please state "City-wide."

### PROJECT DESCRIPTION

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

Attached

Not Applicable

### PROJECT JUSTIFICATION

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



## CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



### **PROJECT COST**

*Describe the approximate cost to complete the project. This can be a "guesstimate." This is only considered to be a rough guideline.*

### **POTENTIAL SOURCE OF FUNDING**

*Describe potential funding sources for the project.*

### **NEIGHBOR SUPPORT**

*Does this project have the support of neighbors living nearby?*

Yes      No      Uncertain      Not Applicable

*Comments:*

### **ENERGY USE**

*Will this project change the use of any energy type listed below?*

Yes      No      Uncertain      Not Applicable

*If yes, check all energy types where use is expected to change.*

ELECTRICITY (kWh)      GAS (Therms)      OIL (gallons)      STEAM (Pounds)      WATER and SEWER (CCF)

### **ADDITIONAL CONSIDERATIONS**

The City of Duluth considers our long-term strategies, Master Plans, Accessibility Plan and Capital Improvement list, as well as legal requirements, in evaluating proposals. Please review the considerations below and add any comments you have.

**CONSIDERATION (A):** Project is compatible with Park Master Plan, systems plans, Strategic Plans, etc.

**COMMENT (A):**

**CONSIDERATION (B):** Project is compliant with ADA Accessibility Plans.

**COMMENT (B):**



## CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



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

**COMMENT (C):**

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

**COMMENT (D):**

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

**COMMENT (E):**

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

**COMMENT (F):**

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

**COMMENT (G):**

**SUBMIT COMPLETED FORMS to:**

**DANIELLE ERJAVEC  
PROPERTY SERVICES SPECIALIST  
CITY OF DULUTH  
PROPERTY & FACILITIES MANAGEMENT  
1532 W MICHIGAN STREET  
DULUTH, MN 55806  
[projectproposal@duluthmn.gov](mailto:projectproposal@duluthmn.gov)  
(218) 730-4333**

# EXHIBIT E

## 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

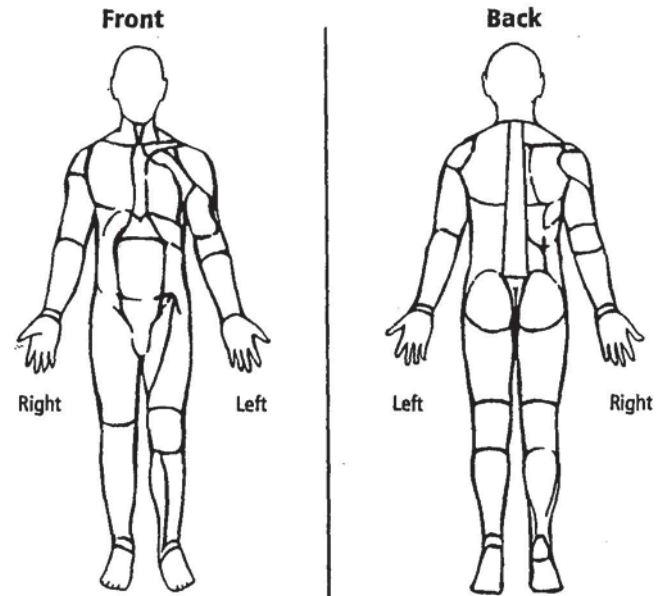
- ☐ Slip and fall
- ☐ Struck by equipment
- ☐ Lifting or moving
- ☐ Caught (in, on, or between)
- ☐ Needle puncture
- ☐ Object in eye (☐ Right ☐ Left)
- ☐ Repetitive/overuse
- ☐ Other (specify): \_\_\_\_\_

## 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.



## 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 #: \_\_\_\_\_

<b>City vehicle, property, or equipment involved</b>	Description:		
	Vehicle #:	Make/Model:	Year:
	Describe damage:		

<b>Non-city vehicle, property, or equipment involved</b>	Owner full name:		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other
	Owner address:		
	Owner phone number:	Vehicle license #:	
	Make/Model:	Color:	Year:
	Describe damage:		

<b>Weather conditions:</b> <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	<b>Roadway conditions:</b> <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	<b>Light conditions:</b> <input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor	Approximate temperature: _____ °F Estimated speed: _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
---	--	--	---

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: \_\_\_\_\_