

## **EXHIBIT A**

### **USE AND OPERATIONS AGREEMENT**

This Use and Operations Agreement (“Agreement”), effective as of the date of attestation by the City Clerk (the “Effective Date”), 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 the Arrowhead Youth Soccer Association of Northeastern Minnesota, a non-profit corporation under the laws of the State of Minnesota, hereinafter referred to as “AYSA.”

WHEREAS, the City owns soccer fields together with the adjoining property, building, various fixtures, and personal property as shown on the attached Exhibit A in the City of Duluth, St. Louis County, Minnesota (collectively the “City Property”).

WHEREAS, the City and AYSA have a long-standing working relationship with a common goal to provide a quality soccer program for youth within the city of Duluth and surrounding communities utilizing the City Property; and

WHEREAS, City and AYSA desire to continue with the relationship toward the common goal as described in more detail herein.

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

**I. ADMINISTRATION.** For purposes of administering this Agreement, the City shall act through its Property and Facilities Manager, Erik Birkeland, or designee (the “Manager”). AYSA shall act through its Executive Director, Dave Geary, or designee (the “Director”).

#### **II. USE OF THE PREMISES.**

A. Premises shall mean use of the City Property, buildings (if any), adjoining grounds and fields, and all related equipment contained therein, as identified and marked in the attached Exhibit A and described below:

1. City owned tract of land used for recreational purposes of which a portion is called the Jean Duluth Soccer Complex located at the intersection of the Jean Duluth Road and the Riley Road. Such tract of land having been developed for and suitable for general soccer purposes;
2. City owned large tract of land called the Arlington Soccer Complex located on south Arlington Avenue between Deerwood Street and Trinity Road. Such tract of land having been developed for and suitable for general soccer purposes;
3. A list of AYSA’s equipment, personal property and removable property (the “AYSA Improvements”) are identified on Exhibit B attached to this Agreement.

- B. The City makes no representation or warranty, either express or implied, that the Premises are suitable for specific uses and AYSA accepts the Premises in an “as is” condition without representations or warranties of any kind. The City shall not be obligated to make any alterations or improvements on or to the Premises.
- C. AYSA agrees to use the Premises on an exclusive basis for its soccer programs during Term of this Agreement. The foregoing exclusive use does not include the parking lots located on the Premises as identified on Exhibit A. Such parking lots are shared use lots.
- D. AYSA acknowledges and agrees that the rights granted to it herein are subject to AYSA’s compliance with the terms and conditions of this Agreement.
- E. Except as provided for herein, AYSA shall not sublet or schedule any space(s) within the Premises nor authorize or permit any other group or entity to occupy any portion of the Premises without first securing prior written approval of the Manager. The Premises shall be used solely for soccer activities.
- F. AYSA acknowledges that the Premises are a multi-use site requiring the cooperation of all users. This cooperation includes shared parking, ingress and egress, amenities and related improvements. AYSA acknowledges that the City shall determine the appropriate use of the site and improvements and shall prevail in any disputes between user groups.
- G. AYSA acknowledges and agrees that the City and its authorized representatives may enter the Premises at all reasonable times during usual business hours for the purpose of inspection, or for the purpose of making necessary repairs for which the City is responsible or deems necessary for the safety and preservation of the Premises or for the performance of any work on the premises that may be necessary to comply with any laws or regulations of any public authority. AYSA shall not change the locks or otherwise prohibit or inhibit the City access to any portion of the Premises. The City’s Property and Facilities Management shall be exclusively responsible for the design of keying systems, lock changes, key fabrication and key distribution and AYSA agrees to abide by the Key Control Policy, a copy of which shall be provided to AYSA prior to the execution of this Agreement. Keys shall be distributed by AYSA only to those individuals as may be designated by City or AYSA. All keys issued to AYSA shall be promptly returned to the Manager upon termination of this Agreement. Notwithstanding the foregoing, City acknowledges that AYSA uses combination locks on the gates at the Premises and City has been provided the access codes for the combination locks.

### **III. TERM AND TERMINATION OF AGREEMENT**

- A. This Agreement shall be for a period of three (3) years ending on December 31, 2018 unless earlier terminated as provided for herein. Notwithstanding the foregoing sentence, the parties agree that the soccer season (the “Soccer Season”) for all Premises will be from May 15 to October 15 during the Term unless extended by mutual agreement of both parties. AYSA may extend the Soccer Season by a one (1) month period on either side of the Soccer Season if AYSA determines that the

extension of Soccer Season will benefit the users of the Premises. Any extension beyond the forgoing one (1) month period must have the prior written approval of the Manager. Notwithstanding the seasonal nature and use of the Premises, AYSA shall respond to inquiries on a year-round basis.

- B. Either party may terminate this agreement between October 15 and December 31 of each year by providing the non-canceling party with thirty (30) days written notice.
- C. Should AYSA violate any of the provisions of this Agreement, City shall provide to AYSA written notice of such violation or default and shall allow AYSA thirty (30) days within which to cure or remedy any violations or defaults set forth therein. If such violation or default is not cured or remedied within thirty (30) days, then City may terminate this Agreement immediately by serving notice to AYSA in the manner described herein.
- D. Upon termination of this Agreement, AYSA agrees to surrender possession of said Premises to City in as good condition and state of repair as the Premises were in at the time AYSA took possession, reasonable wear and tear excepted. AYSA shall, to the City's satisfaction, remove all AYSA Improvements (hereinafter defined) no later than the expiration of the notice period. Any AYSA Improvements remaining after this period shall become the property of the City. Removal of AYSA Improvements and the restoration of the property shall include removal of above ground structures and above ground foundations including utilities and utility connections, which shall be capped or otherwise left in a safe condition and modification of the surface so that it is free of any holes or obstructions and graded as necessary to ensure proper drainage.

**IV. USAGE/MAINTENANCE FEE.** AYSA shall pay to City an annual usage fee of Eighteen Thousand and no/100th (\$18,000.00) as reimbursement to the City for its annual maintenance costs (the "Annual Fee"). On January 1st of each year, the Annual Fee will be increased by three percent (3%) above the previous year's annual fee. The Annual Fee shall be due in two installments of 50% each due on July 1st and September 1st of each year of the Agreement. Such funds received by City shall be deposited into Fund 205-130-1221-4625 (Parks, Community Resources, Park's Maintenance, Rent of Athletic Fields). All payments shall be sent to:

City of Duluth  
Attn: City Auditor  
411 W. First Street, Room 107  
Duluth, MN 55802

AYSA shall maintain adequate books and records relating to the use of the Premises, which books and records shall be available to City for inspection and audit.

**V. ANNUAL FEE CREDIT.** AYSA shall be eligible to receive an Annual Fee credit (the “Credit”) up to Five Thousand and no/100th dollars (\$5,000) annually in exchange for AYSA’s provision of eligible improvements to the Premises or other City-owned soccer fields consistent with the City Park’s maintenance and operation strategy (the “Improvements”).

The Credit shall be calculated as follows: For every \$3 invested as eligible Improvements by AYSA, AYSA shall receive a \$1 of Credit, up to a total of \$5,000 annually. For example, if AYSA makes an investment of \$15,000, AYSA will receive \$5,000 in credit. Such Credit shall be applied to the following year’s Annual Fee except that any Credit due to AYSA for the final year of this Agreement shall be provided to AYSA in the form of a check upon the expiration of this Agreement.

In order to be eligible for a Credit, AYSA must submit a Project Proposal (as described in Section VIII) to the Manager via the City Building and Grounds Supervisor’s recommendation. If the Manager approves the Project Proposal (based upon consultation with appropriate City officials to determine the appropriateness and eligibility of the Project Proposal), upon completion of the Improvement or before November 1st of each year (whichever occurs first), AYSA may submit a request for an Annual Fee Credit based upon expenses incurred in making such Improvements along with paid invoices or comparable evidences of payment of the expenses. The Manager shall review the documentation to determine the Credit amount, if any.

**VI. OPERATION AND MAINTENANCE.** The obligations of AYSA to provide soccer opportunities and to maintain the Premises shall include, but not be limited to, the following:

- A. Perform the operational and maintenance duties described in more detail on the attached Exhibit C. Exhibit C is subject to change upon mutual agreement between the Manager and Executive Director, which agreement must be reduced to writing and will be incorporated by reference as Amended Exhibit C. Notwithstanding the foregoing sentence, AYSA expressly agrees that in the event of a dispute between the Manager and the Executive Director relating to the operation and maintenance of the Premises, the Manager’s decision shall prevail.
- B. Provide at AYSA’s sole expense, a sufficient number of portable toilets.
- C. Provide at AYSA’s sole expense, electric and water service at the Premises.
- D. Provide a sufficient number of trained staff and/or referees as appropriate to manage each game.
- E. Assessment and collection of reasonable user fees and tournament fees. AYSA may retain all such fees and revenues generated from the use of the Premises as identified herein. The Manager shall review and approve all fees at least 30 days in advance of each season. All such fees and deposits shall be separately managed and/or accounted for by AYSA in order to identify funds received or expended in the operation and maintenance of the Premises and the development and maintenance of other soccer facilities or programs within the City of Duluth. Monies collected

during the operation of the Premises and for AYSA's activities shall be used only for the following purposes:

1. To cover all operating expenses of the facility and programs including utilities, insurance, maintenance supplies, and payroll expenses of employees, instructors, and independent contractors.
2. To make improvements to the facility.
3. To fund and sponsor tournaments and to promote and advertise tournaments and instructional activities at the facility.

F. Establish and implement a field use policy for non-AYSA users.

1. AYSA will continue with standard procedure of two games per day during the season with the exception of play-offs and tournaments, unless AYSA's Executive Director and City's Building and Grounds Supervisor, determine that this amount of games is too much abuse for the fields. In this occurrence, AYSA will coordinate with City's Building and Grounds Supervisor to develop alternative playing areas.
2. AYSA shall establish a priority of use as follows:
  - a. AYSA, East Select, and Gitchi Gummi Soccer Association league games and tournaments.
  - b. Duluth High School soccer teams.
  - c. City of Duluth.
  - d. Others based on field availability and condition.

G. AYSA's Executive Director will notify City's Building & Grounds Supervisor or designee regarding game cancellations. When field conditions are threatened by bad weather and/or heavy use, AYSA and the City's Building and Grounds Supervisor or designee shall meet and confer to determine whether or not scheduled games or practices should go on as scheduled or be postponed. In the event of a disagreement, the final decision shall be made by the City's Building and Grounds Supervisor or designee.

H. AYSA may, with approval of City's Building and Grounds Supervisor, assist City in the repair of turf in the fall of each year.

I. AYSA may, at its discretion, and with approval of City's Building and Grounds Supervisor, coordinate and assist in Field maintenance tasks.

J. To the extent that AYSA is notified of any incidents on the Premises, the AYSA shall notify the Manager in writing of any incident of injury or loss or damage to the property of City or any AYSA'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 D.

**VII. CITY RESPONSIBILITIES.** City shall be responsible for the following duties described in more detail on the attached Exhibit E:

- A. Mow the fields;
- B. Aerate, over seed, top-dress, and repair the turf, as needed;
- C. Cut the slopes as needed;
- D. Trim fence lines; and
- E. Control, maintain, and manage the irrigation systems, fencing and gates.

**VIII. ALTERATIONS OR IMPROVEMENTS.**

- A. AYSA may, at its sole cost and expense, make suitable improvements or alterations to the Premises upon advance written approval from the Manager. Except as provided for herein, all such improvements, including fencing installation, field installation, storage structures, wells, etc. shall become the property of the City. Prior to commencing any improvements or alterations, AYSA shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request form is attached to this Agreement as Exhibit F. 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 all applicable laws and the Duluth City Code.
- B. AYSA agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Premises, AYSA shall 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.
- C. AYSA may make temporary improvements to the Premises and shall retain ownership of temporary property such as nets, field flags, etc. (the "AYSA Improvements"). A list of AYSA Improvements is attached as Exhibit B. AYSA shall maintain such AYSA Improvements in a safe manner. AYSA's placement of signs or banners is subject to the Manager's prior approval and shall comply with all City Codes governing the use and placement of signs. All equipment shall meet or exceed all applicable city codes. In the absence of applicable city codes, all equipment shall meet or exceed the minimum guidelines, as established, by the Consumer Products Safety Commission Standards for Athletic Equipment.

**IX. RECORD KEEPING AND REPORTING:**

- A. AYSA shall maintain adequate books and records relating to the operation of its activities on the Premises. AYSA agrees that, as provided in Minn. Stat. § 16C.05,

Subd. 5, all AYSA books, records, documents, and accounting procedures and practices relating to this Agreement are subject to examination by the City or the State Auditor for six (6) years from the date of execution of this agreement. Upon seventy-two (72) hours advance notice by City, AYSA shall provide all requested financial information.

- B. AYSA shall provide the reports and information listed on Exhibit G to the Manager.
- C. The parties agree to meet before the season begins and after the season concludes to jointly inspect the Premises to determine whether the Premises are in all respects in proper condition, to recommend non-routine maintenance and improvements needed and, if necessary, to review the terms and conditions of this Agreement. All non-routine maintenance and improvements are subject to City budget approvals.

## **X. INSURANCE AND INDEMNIFICATION.**

- A. During the entire term of this Agreement, AYSA shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Premises. A Comprehensive General Liability Insurance policy shall be maintained in force by AYSA throughout the life of this agreement in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all AYSA activities occurring on or within the Premises whether said activities are performed by employees or agents under contract to AYSA. 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 of Duluth. The City of Duluth shall be named as an additional insured on said policy of insurance required by this paragraph. Insurance shall cover:
  - 1. Public Liability, including premises and operations coverage;
  - 2. Independent contractors - protective contingent liability;
  - 3. Personal injury;
  - 4. Owned, non-owned, and hired vehicles;
  - 5. Contractual liability covering the indemnity obligations set forth herein; and
  - 6. Dram Shop Insurance, if applicable.
- B. AYSA shall provide to City a Certificate of Insurance evidencing such coverage with 30-day notice of cancellation, non-renewal or material change provisions included 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.

- C. The City does not represent or guarantee that these types of limits of coverage are adequate to protect AYSA's interests and liabilities.
- D. AYSA shall comply with all Minnesota Worker's Compensation laws in the utilization of all employees employed on the Premises.
- E. All insurance required in this Article 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.
- F. AYSA agrees to defend, indemnify, and save harmless the City of Duluth, its agents and employees from any loss, cost, lien, claim, suit, demand, liability, or damage which may accrue against or be charged or may be recovered from City by reason of or account of any personal injury or property damage of any nature or kind arising out of or as a result of, the operations, or use, or maintenance of said premises. Upon ten (10) days written notice, AYSA will appear and defend all claims and lawsuits against City growing out of any such injury or damage. City shall not be responsible to AYSA for any injury or damage resulting from any defect in the construction or condition of the Premises.

**XI. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, or joint venture between the parties hereto or as constituting AYSA as an agent, representative, or employee of the City for any purpose or in any manner whatsoever. AYSA and its employees, volunteers and agents shall not be considered employees 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 AYSA's employees, volunteers or agents while so engaged, and any and all claims whatsoever on behalf of AYSA's employees, volunteers and agents arising out of employment shall in no way be the responsibility of City. AYSA's employees, volunteers and agents shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay, and PERA. Further, City shall in no way be responsible to defend, indemnify, or save harmless AYSA from liability or judgments arising out of the acts or omissions of AYSA or its employees, volunteers or agents while performing the work specified by this Agreement.

**XII. NOTICES.** Unless otherwise provided herein, notice to the City or AYSA 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 Manager  
1532 West Michigan Street  
Duluth, MN 55806  
(218) 730-4435

Arrowhead Youth Soccer Association  
Attn: Executive Director  
3501 Grand Ave.  
Duluth, MN 55807

**XIII. AUTHORITY TO EXECUTE AGREEMENT.** The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their 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.

**XIV. GENERAL PROVISIONS.**

- A. It is agreed by both parties that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting AYSA or any of its officers, agents, servants, employees or volunteers as an officer, agent, servant, representative, employee or volunteer of the City for any purpose or in any manner whatsoever. AYSA's officers, agents, servants, employees or volunteers shall not be considered as employees or volunteers of the City, and any and all claims which may or might arise under the Workers' Compensation Act of the State of Minnesota, and any claims whatsoever on behalf of said officers, agents, servants, employees or volunteers arising out of employment, including, without limitation, claims of discrimination, shall in no way be the responsibility of the City. AYSA's officers, agents, servants, employees and volunteers shall not be entitled to any compensation or right or benefits from the City of any kind whatsoever, including but not limited to, vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, severance pay, etc.
- B. AYSA shall not discriminate in a manner prohibited by the United States Constitution, or the laws of the United States, State of Minnesota, County of St. Louis, or City of Duluth in the use of the Premises.
- C. Nothing in this Agreement is intended to or should be construed as a waiver by the City of any immunities, 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.
- D. This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
- E. By this agreement the parties do not create a principal/agent relationship. AYSA shall

not be deemed as acting as an agent of the City nor shall it be deemed as acting in an official capacity. AYSA is a user of the Premises and shall not represent itself as an agent of the City.

- F. The waiver by the City or AYSA 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.
- 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.
- I. 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.
- J. Prior to execution of this Agreement by the City, AYSA shall provide evidence that it is an entity legally capable of entering into obligations of a contract and it is a non-profit organization currently in good standing with the Minnesota Secretary of State. City officials are granted the authority to refuse to execute this Agreement upon default by AYSA of the requirements of this paragraph.
- K. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their 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.
- L. Except as provided in Paragraph VI. A., this Agreement may be amended only by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed to be original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

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

**CITY OF DULUTH**

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

Attest:

\_\_\_\_\_  
City Clerk  
Date Attested: \_\_\_\_\_

Approved as to form:

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

Countersigned:

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

**ARROWHEAD YOUTH SOCCER  
ASSOCIATION**

By: David K Gear

Printed Name DAVID K GEAR

Its: Executive Director  
Title

**EXHIBIT A**  
**MAP OF THE PREMISES**





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.

City of Duluth  
Arlington Soccer Fields

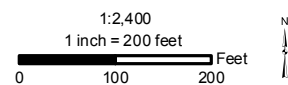


Photo Date: May 2013 Print Date: 3/1/2016

Prepared By:  
The City of Duluth GIS Office







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.

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City of Duluth  
Jean Duluth Soccer Fields

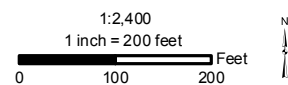


Photo Date: May 2013 Print Date: 3/1/2016

Prepared By:  
The City of Duluth GIS Office





## **EXHIBIT B**

### **AYSA'S PERSONAL PROPERTY AND EQUIPMENT**

#### **Arlington Fields**

10 soccer goals

1 concession trailer

Miscellaneous small equipment and supplies in building and trailer, including corner flags and paint stripers.

#### **Jean Duluth Fields**

18 soccer goals

A building

Miscellaneous small equipment and supplies in building, including corner flags and paint stripers.

## **EXHIBIT C**

### **AYSA'S RESPONSIBILITIES**

#### **JEAN DULUTH SOCCER COMPLEX ARLINGTON SOCCER COMPLEX**

#### **FIELD OPERATIONS/MAINTENANCE**

The AYSA Executive Director will be the contact for questions and who will be the person contacted by the City for any messages.

Arrowhead Youth Soccer Association shall:

- A. Collaborate with local soccer groups for fair access and usage of this public facility.
- B. Unlock and lock gates at the Premises at least one hour before and after each day of play.
- C. Provide ASTM standard portable goal frames and nets for five (5) fields Jean Duluth and three (3) fields at Arlington, which will be permanently assigned to each field and available to all user groups.
- D. Develop warm-up areas away from playing fields
- E. Pick up trash on the fields, parking lots, around the grounds, and deposit into dumpster.
- F. Provide flags for corners.
- G. Lay-out and line playing surfaces.
- H. Provide and maintain players' benches, bleacher systems, and trash receptacles on all playing fields located on both sides of each field. (Note: bleacher systems purchased at the Association's discretion.)
- I. Provide a dumpster and pay for service, the location of this dumpster will be adjacent to the parking lot. Service period to be coordinated with playing schedule.
- J. Provide at least three (3) portable toilets for league play, and six (6) portable toilets for tournaments or special events, and will pay for service. Service period to be coordinated with the league/tournament schedule.
- K. Comply with City's guidelines relating to recycling, energy efficiency and maintenance of the Premises. A copy of the guidelines will be provided to AYSA upon their execution of this Agreement.



**EXHIBIT D**  
**INCIDENT REPORT**

## 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).

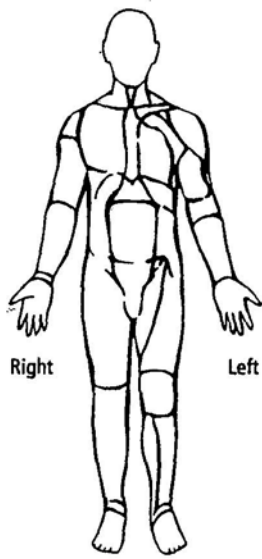
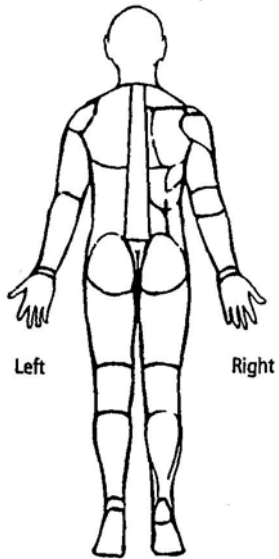
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury 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:	Date of birth:	
		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

<p><b>CAUSE</b></p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p><b>TYPE OF INJURY</b></p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;"><b>MARK AREAS OF INJURY BELOW:</b></p> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;"> <p><b>Front</b></p>  <p>Right      Left</p> </div> <div style="text-align: center;"> <p><b>Back</b></p>  <p>Left      Right</p> </div> </div>
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COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE					
<p><u>For vehicle accidents:</u> 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)</p>					
Incident Location: _____			Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____			
City vehicle, property, or equipment involved	Description:				
	Vehicle #:	Make/Model:	Year:		
	Describe damage:				
Non-city vehicle, property, or equipment involved	Owner full name:		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other		
	Owner address:				
	Owner phone number:		Vehicle license #:		
	Make/Model:		Color:	Year:	
	Describe damage:				
<p><u>Weather conditions:</u></p> <p><input type="checkbox"/> Clear <input type="checkbox"/> Wind</p> <p><input type="checkbox"/> Rain <input type="checkbox"/> Cloudy</p> <p><input type="checkbox"/> Fog <input type="checkbox"/> Sleet</p> <p><input type="checkbox"/> Snow</p>		<p><u>Roadway conditions:</u></p> <p><input type="checkbox"/> Dry <input type="checkbox"/> Mud</p> <p><input type="checkbox"/> Wet <input type="checkbox"/> Paved</p> <p><input type="checkbox"/> Snow <input type="checkbox"/> Unpaved</p> <p><input type="checkbox"/> Ice</p>		<p><u>Light conditions:</u></p> <p><input type="checkbox"/> Night</p> <p><input type="checkbox"/> Day</p> <p><input type="checkbox"/> Good</p> <p><input type="checkbox"/> Poor</p>	
<p>Approximate temperature: _____ °F</p> <p>Estimated speed: _____ mph</p> <p>Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty</p> <p>What was load: _____</p> <p>Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>					

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: \_\_\_\_\_

## **EXHIBIT E**

### **CITY'S RESPONSIBILITIES**

The City of Duluth's Manager of Parks and Recreation and/or the City's Building & Grounds Supervisor, as appropriate, shall be the contacts for operational issues relating to this Agreement.

The City shall:

- A. Reserve the right to approve all fees, approve playing schedules, and approve all user agreements.
- B. Mow the playing fields - aerate, over-seed, top-dress, repair sod as needed.
- C. Cut the side slopes.
- D. Reserve the right to cancel practices/games/tournaments due to poor weather and/or playing conditions.
- E. Approve schedules for practices, games, and tournaments.
- F. Approve the dates for the starting and ending of soccer field usage.
- G. Reserve the right to limit the number of practices/games scheduled on any given day, week, and/or weekend to protect the facility.
- H. Perform manual irrigation of playing fields. Control the irrigation system; maintain system.
- I. Maintain a gate from the parking areas to the playing fields. Maintain fencing and a gate to control access on Arlington Avenue.
- J. Trim around playing fields, mow in and around goals, player's benches, and trash receptacles.

**EXHIBIT F**

**PROJECT PROPOSAL FORM**



## 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)



October 20, 2015

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 respond to 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. At any point in the process, Property and Facilities Management can be contacted to respond to questions or concerns.

The intent of this process is to expedite the decision making process, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and 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 Tari Rayala at 218-730-4434.

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.

### APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Neighborhood:

Email:

Primary Phone:

Secondary Phone:

### 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:**

**TARI RAYALA  
CITY OF DULUTH - ARCHITECT  
PROPERTY & FACILITIES MANAGEMENT  
1532 W MICHIGAN STREET  
DULUTH, MN 55806  
[TRAYALA@DULUTHMN.GOV](mailto:TRAYALA@DULUTHMN.GOV)  
(218) 730-4434**



# CITY OF DULUTH – PROJECT PROPOSAL REQUEST FORM (cont'd/addt'l information)

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# CITY OF DULUTH – PROJECT PROPOSAL REQUEST FORM (cont'd/addt'l information)

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## **EXHIBIT G**

### **AYSA REPORTING REQUIREMENTS**

- A. Report to include the organizations using the fields, the number of games schedules on the fields and such other information as the Manager may request from time to time.
- B. On or before April 1<sup>st</sup> of each year, a current listing of all AYSA officers, board members, and a designation of the official contact person responsible for the administration of this agreement (including day-to-day scheduling and maintenance duties) along with addresses and phone numbers. The foregoing listing shall be updated every spring prior to the start of the Soccer Season.
- C. On or before April 1<sup>st</sup> of each year, a current copy of AYSA's By-Laws, Articles of Incorporation, Constitution, or other document which defines AYSA as a viable Minnesota non-profit organization.
- D. Current /updated Certificate of Insurance for each year of this Agreement.
- E. Provide a Form 990 (informational return) filed annually with the IRS.