

# EXHIBIT 1

## LONGVIEW TENNIS COURTS USE, OPERATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF DULUTH AND DULUTH FRIENDS OF TENNIS, INC.

THIS USE, OPERATION AND MAINTENANCE AGREEMENT (this “Agreement”) is by and between the City of Duluth, a municipal corporation and political subdivision under the laws of the State of Minnesota, (the “City”) and Duluth Friends of Tennis, Inc., a Minnesota non-profit corporation (the “DFOT”).

WHEREAS, the City owns the Longview Tennis Courts, together with adjoining property, fixtures and personal property located thereon, located at 326 North 25th Avenue East, Duluth, Minnesota 55812 as depicted on the attached Exhibit A (collectively, the “Premises”);

WHEREAS, the DFOT is a non-profit corporation dedicated to promoting tennis in Duluth and has used and operated the Premises to advance its mission for decades;

WHEREAS, the DFOT desires to continue to use, operate, and maintain certain portions of the Premises for the advancement of its mission and to provide its tennis-related services to the Duluth community; and

WHEREAS, the City desires to allow DFOT to continue to use, operate, and maintain certain portions of the Premises in advancement of its mission subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

### I. ADMINISTRATION.

For purposes of administering this Agreement, the City shall act through its Property and Facilities Manager or their designee (the “PFM Manager”) and the DFOT shall act through the Chair/President of its Board of Directors or their designee.

### II. TERM.

Notwithstanding the date of execution, this Agreement shall be deemed to commence on January 1, 2025, and shall expire at the end of the day on December 31, 2028, unless terminated earlier as set forth herein (the “Term”).

### III. GRANT OF RIGHTS.

A. Subject to the terms and conditions of this Agreement, the City grants to the DFOT: (i) the exclusive right to use and operate the building located on the Premises (the “Building”) between the months of April and October of each year of the Term (the “Operating Season”); and (ii) the exclusive right to use and operate the tennis courts located on the Premises (the “Outdoor Space”) during the Operating Season, as further set forth below.

B. The right of the DFOT to use any portion of the Premises is subject to the DFOT's compliance with the undertakings, provisions, covenants, and conditions set forth in this Agreement. The DFOT may only use the Premises for tennis and pickleball-related purposes as permitted by this Agreement.

C. The City makes no representations or warranties, either express or implied, that the Premises are suitable for any specific uses. The DFOT accepts the Premises in "as is" condition without representations or warranties of any kind. The City is not obligated to make any alterations or improvements on or to the Premises or to maintain it, except as may be stated explicitly in this Agreement.

D. The parties shall meet prior to the start of each Operating Season and after the conclusion of each Operating Season to jointly inspect the Premises and review the condition of the Premises.

E. The DFOT acknowledges and understands that the Outdoor Space is a multi-use facility requiring the cooperation of all users and coordination of activities. This cooperation includes ingress and egress and use of amenities and related improvements. The PFM Manager shall ultimately determine the appropriate use of the Premises and shall decide any disputes between the DFOT and any other users of the Premises.

#### IV. USAGE FEE.

There shall be no usage fee for the DFOT's use of the Premises.

#### V. THE DFOT'S RESPONSIBILITIES.

A. The DFOT shall provide tennis and pickleball programming and opportunities at the DFOT's sole expense as follows:

1. The DFOT shall staff and operate the Premises for tennis and pickleball programming and opportunities on a daily basis during the Operating Season (weather permitting). Courts shall be available for use by the general public at no charge during the standard open court hours of 6:00 am-9:00 am and 8:00 pm-10:00 pm on a daily basis (weather permitting and with rare exceptions). Additional open court hours may occur. The seasonal court schedule will be posted on the DFOT website to reflect availability. The Premises shall be closed between the hours of 10:00 pm and 6:00 am on a daily basis. Programming and opportunities on the Premises shall include operation of the Building, providing an onsite supervisor, maintaining a court reservation system, coordinating tennis instruction outreach for programs offered at the Premises, offering tennis lessons, operating tennis tournaments, providing a summer tennis program for children and promoting tennis team play opportunities for all ages. The DFOT shall also consult with the City's Parks and Recreation division upon request regarding integration of Parks and Recreation programming on the Premises, which shall be at no cost to the City.

2. The DOFT shall coordinate with Independent School District No. 709 for the use of the Premises for its student tennis programs. The DFOT may collect a reasonable seasonal use fee from Independent School District No. 709 for use of the Premises.

3. The DFOT shall assess and collect reasonable user fees in exchange for use of the Outdoor Space for uses other than open public court use, which may include daily fees, season pass fees, permanent court time fees, lesson fees and tournament entry fees. The DFOT may not consider a user's tennis proficiency or residency with regard to the sale of season passes. The DFOT may retain fees it collects, but those fees may be used only for the following purposes: (1) to cover operating and maintenance expenses of the Premises, including utilities, insurance, maintenance supplies and payroll expenses; (2) to make improvements to the Premises; (3) to fund and sponsor tournaments at the Premises and to promote and advertise those tournaments and any instructional activities at the Premises. All fees and deposits collected by the DFOT shall be separately managed and/or accounted for by the DFOT in order to identify funds received or expended in the operation and maintenance of the Premises.

4. The DFOT shall operate, at the DFOT's discretion, a concession stand to sell tennis supplies and food and beverages on the Premises.

5. The DFOT shall finance, sponsor, promote and operate tennis tournaments at the Premises.

6. The DFOT shall identify the City as a partner of programs held at the Premises on all marketing and promotional materials, signs and social media posts.

B. The DFOT shall maintain the Premises in good order and condition and state of repair in compliance with all applicable laws, regulations and codes, including but not limited to the following maintenance activities, all to be performed at the DFOT's sole expense:

1. Provide all staff, equipment, and cleaning supplies necessary to carry out the provisions of this Agreement, including daily janitorial services and provision of items required for the daily use, operation and maintenance of the Premises, including but not limited to cleaning supplies, interior light bulbs, paper products, plastic products (e.g., garbage bags). The DFOT shall stock or replace all paper and other supplies within the Premises on a regular basis.

2. Provide proper waste disposal and recycling containers and deposit all litter and other waste from the Premises into garbage and recycling containers and contract and pay for removal by garbage and recycling hauling providers.

3. Mow grass and maintain any other vegetation on the Premises. Any tree trimming or tree removal must be pre-approved in writing by the City's Forester and may only be conducted by a City-licensed tree removal/trimming service.

4. Clean and maintain tennis courts and equipment, including but not limited to installing and taking down tennis nets, screens and similar equipment for safe use of the Outdoor Space.

5. Ensure cleanliness and shut-down procedures for the Premises (lights off, doors and gates securely locked, etc.) on a daily basis following conclusion of programs and events.

6. Maintain and replace, as necessary, all elements of the Premises, in good, functional condition including but not limited to, heating systems, electrical systems, plumbing systems, drains, sanitary sewer system, doors, floors, ceilings and windows and repair or replace any such building systems or elements which become worn, damaged or broken, unless the PFM Manager determines, in their sole discretion and in writing, that such repair or replacement is unnecessary and waives this requirement for the system or element in question.

7. Keep the Building free from rodents, insects, and other pests. The City may require the DFOT to contract with a pest exterminating contractor to exterminate as may be necessary and as may be directed by the City. The sole cost and expense of this service shall be the responsibility and obligation of the DFOT. In addition, the City may pay a pest exterminating contractor on behalf of the DFOT and immediately collect the same from the DFOT, or reduce any amount owed to the DFOT by the City pursuant to this Agreement.

8. Comply with the City's verbal and written guidelines and instructions relating to recycling, energy efficiency, and maintenance applicable to the Premises. The DFOT may have appliances in the Building only with the PFM Manager's prior written approval. Any appliance in the Building must be energy star certified.

9. Maintain its own equipment in a safe, legal, and properly maintained manner. The DFOT shall prohibit the use of any unsafe, illegal, or deficient equipment within the Building.

10. If desired by the DFOT, provide internet service and/or telephone lines and telephones.

11. Promptly notify the City of any non-routine maintenance or major repair work needed at the Premises and immediately take actions to maintain public safety, avoid injury to persons and limit damage to the Premises, including but not limited to, pest infestation, property damage, major accident or death, flooding or leaking (water, gas, etc.), environmental crisis (pollutants, electrical lines down, gas leak, chemical release, flooding, or other serious issues), and any property/physical building emergencies not otherwise listed. The DFOT acknowledges that the City (i) does not intend to undertake any major repairs or equipment replacement or repair at the Premises; and (ii) intends to close the Premises and terminate this Agreement in the event major repairs or equipment replacement at the Premises are necessary.

C. The DFOT shall follow the City's established verbal and written policies, procedures, and instructions regarding premises and/or building safety and security, including, but not limited to, securing exterior doors. The DFOT shall immediately report any safety or security issues or concerns to the City's Police Department and the PFM Manager.

D. No signage may be installed within the Premises without the prior written approval of the Parks and Recreation Department manager or their designee (the "Parks Manager"). All

signage must adhere to the City's Gate, Wayfinding, and Signage Design Plan, as amended from time to time. Notwithstanding the foregoing, the City reserves the right to install its own signage within the Premises.

E. The DFOT may install advertising banners within the Premises pursuant to the terms and conditions set forth in this paragraph. All advertising banners must be temporary in nature and must be preapproved, in writing, by the Parks Manager, including as to size, content and location within the Premises, which approval shall not be unreasonably withheld. The DFOT shall: (i) be entitled to retain revenues generated by the sale of advertising via advertising banners hung within the Premises, and (ii) ensure that all advertising banners comply with all applicable codes and laws. All revenue generated by the sale of advertising via advertising banners shall be used solely for the purposes set forth in Section V.A.3. above as to user fees and shall be separately managed and accounted for as required by Section V.A.3. Tobacco products may not be advertised at the Premises. Adult bookstores, as defined by Section 5-17(a) of the Duluth City Code, and adult entertainment establishments, as defined by Section 5-17(b) of the Duluth City Code, may not be advertised at the Premises.

## VI. CITY'S RESPONSIBILITIES.

A. The City will have exclusive responsibility for winterizing the Premises.

B. The City will contract and pay for the following utilities and services to the Premises: electric, heating, water and sewer.

C. The City may, in its sole discretion, undertake non-routine maintenance or major repairs to the Premises.

D. The City will remove snow and ice from the public sidewalks along the boundaries of the Premises (25<sup>th</sup> Avenue East and 4<sup>th</sup> Street) in accordance with its standard procedures relating to removal of snow and ice from public sidewalks located on property owned by the City. The City will not have any obligation to remove snow or ice from other walkways or stairs within the Premises.

## VII. TERMINATION OR EXPIRATION OF AGREEMENT.

A. Abandonment or Destruction. The City may terminate this Agreement with thirty (30) days' written notice to the DFOT if the City determines that the DFOT has abandoned its use of the Premises or if the Building or the Outdoor Space is destroyed or damaged in whole or in part.

B. For Cause. The City may terminate this Agreement for the material breach by the DFOT of any provision of this Agreement if such breach is not cured to the satisfaction of the City within fourteen (14) days of delivery to the DFOT of a written notice by the City (or such longer time as specified in the notice). The notice shall identify the breach and the actions necessary to remedy the breach. If the DFOT fails to cure the breach as required by the notice prior to the expiration of the fourteen (14) day notice, this Agreement shall automatically terminate.

C. Without Cause. Either party may terminate this Agreement without cause by providing at least sixty (60) calendar days' written notice to the other party.

D. Immediately. The City may terminate this Agreement immediately on written notice to the DFOT if the City believes in good faith that the health, welfare, or safety of the Premises, or occupants, users or neighbors would be placed in immediate jeopardy by the continuation of the DFOT's activities at the Premises.

E. Surrender Possession.

1. Upon termination or expiration of this Agreement, whichever occurs first, the DFOT shall surrender possession of the Premises to the City in as good condition and state of repair as the Premises was in at the time the DFOT took possession. Prior to the termination or expiration of this Agreement, the DFOT shall restore the Premises to its original condition at the time of execution of this Agreement, or, upon demand, pay to the City the reasonable costs incurred by the City to restore the Premises as required by this Agreement.

2. Prior to expiration of the Term or within fourteen (14) days of early termination, whichever occurs first, the DFOT may remove its personal property from the Premises. The removed personal property shall remain exclusive property of the DFOT.

3. All personal property remaining at the Premises upon expiration of the Term or fourteen (14) days after early termination, whichever occurs first, shall become exclusive property of the City, or, at the option of the City, the DFOT shall pay the City upon demand for any costs associated with disposal of said personal property.

#### VIII. ACCESS.

A. The City, and/or its designees, shall have unlimited access to the Premises during the Term. The DFOT shall not change the locks or otherwise prohibit or inhibit the City's access to any portion of the Premises.

B. The PFM Manager shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution. The DFOT shall comply with the City's Key Control Policy (a copy of which shall be provided to the DFOT) which is subject to unilateral change by the City during the Term. All keys shall be promptly returned to the PFM Manager upon termination or expiration of this Agreement.

#### IX. INSURANCE AND INDEMNIFICATION.

A. During the Term, the DFOT shall maintain such insurance coverage as required by this Agreement and as will protect the DFOT and the City against risk of loss or damage to the Premises and against claims that may arise or result from the use, operation or maintenance of the Premises during the Term. The DFOT shall procure and maintain continuously in force: (1) workers compensation insurance in accordance with applicable law; (2) Commercial General and Liability Insurance with limits not less than \$1,500,000 Single Limit that shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. The DFOT may meet the minimum amount of insurance as required

above by obtaining an umbrella policy with a “form following” provision. Insurance coverage shall include premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the DFOT’s interests and liabilities. Insurance required by this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the United States and licensed to do business in the State of Minnesota.

B. The City shall always be named as an Additional Insured under the Commercial General Liability Policy, and the DFOT shall provide Certificate(s) of Insurance evidencing such coverage with 30-days’ notice of cancellation provision included. The DFOT shall provide the City with Certificate(s) of Insurance evidencing the required insurance coverage - with 30-day notice of cancellation, non-renewal, or material change provisions included - upon execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the Term. The City reserves the right to require the DFOT to increase the coverages set forth above and to provide evidence of such increased insurance to reflect the municipal liability limits set forth in Minn. Stat. § 466.04, as amended from time to time.

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

D. To the fullest extent permitted by law, the DFOT shall defend, indemnify, and hold the City and its employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney’s fees and expenses, whether asserted by itself or any third party, including claims arising from the acts, omissions, negligence, or misconduct of the DFOT or that of its agents, employees, invitees or contractors, or of the DFOT’s use, operation, maintenance or occupancy of the Premises. The obligations shall include, but not be limited to, the obligations to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City are alleged to be or could be found to arise out of acts or omissions of the DFOT, or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of the DFOT, or arise out of or relate to the DFOT’s negligent, intentional, or wrongful acts or omissions, including breach of any duty in this Agreement by the DFOT. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against the City. On ten days’ written notice from the City, the DFOT will appear and defend all lawsuits against the City growing out of such injuries or damages using counsel acceptable to the City. This section shall survive the termination of this Agreement for any reason. The DFOT shall not have the obligation to indemnify the City for the City’s intentional, willful or wanton acts.

E. The DFOT shall indemnify the City for any damage to the Premises or any of the City’s property caused by the DFOT, its employees, agents, volunteers, participants, users or invitees.

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 the DFOT or its members or employees 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. The DFOT's employees 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 and any and all claims whatsoever arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors or employees shall in no way be the responsibility of the City. The DFOT and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers Compensation, Unemployment Insurance, disability pay or severance pay.

#### XI. REPORTING AND RECORDS RETENTION.

A. Reporting Requirements. The DFOT shall provide a written report to the Parks Manager no later than 90 days after the last day of the Operating Season in each year of the Term. The report shall include data on attendance, volunteers, expenses, scholarships, free or reduced cost services provided to the public, in-kind services and such other information as the Parks Manager may request from time to time.

B. Records Retention. The DFOT acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all of the DFOT's books, records, documents, and accounting procedures and practices related to the use, operation and maintenance of the Premises are subject to examination by the City and the State Auditor for six (6) years from the date of termination or expiration of this Agreement. Upon twenty-four (24) hours advance written notice by the City, the DFOT shall provide all requested books, records, documents, and accounting procedures and practices related to the use, operation and maintenance of the Premises. The DFOT shall maintain all of its records relating to this Agreement and the Premises during the Term and for six (6) years after the termination or expiration of this Agreement.

#### XII. GOVERNMENT DATA PRACTICES.

The DFOT 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 the DFOT under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by the DFOT. If the DFOT receives a request to release the data referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, the DFOT must immediately notify the City and consult with the City as to how the DFOT should respond to the request. The DFOT agrees to hold the City, its officers, and employees harmless from any claims resulting from the DFOT's unlawful disclosure or use of data protected under state and federal laws.



### XIII. NOTICES.

Unless otherwise provided herein, notice to the City or the DFOT shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses set forth below, 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  
Attn: Property and Facilities Manager  
1532 W. Michigan Street  
Duluth, Minnesota 55806  
(218) 730-4430

Duluth Friends of Tennis, Inc.  
Attn: Willie Paul, President  
Longview Tennis Club  
326 North 25<sup>th</sup> Avenue East  
Duluth, MN 55812

### XIV. TAXES.

The DFOT shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of the DFOT's use, operation and management of the Premises, including real property and sales taxes, if applicable. The City may pay the same on behalf of the DFOT and immediately collect the same from the DFOT. The DFOT shall collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and shall file all required reports and forms in proper form related thereto on or before their due date.

### XV. ALTERATIONS AND IMPROVEMENTS

A. The DFOT may, at its sole cost and expense, make suitable improvements or alterations to the Premises only with the advance written approval of the PFM Manager, in their sole discretion. This provision includes the delivery, installation, and/or storage of any temporary or permanent containers or structures on the Premises. All improvements and alterations to the Premises shall become the property of the City. Prior to commencing any improvements or alterations, the DFOT shall submit to the City a project proposal request along with detailed plans in the form required by the City. A copy of the City's current form of Project Proposal Request is attached to this Agreement as Exhibit B. The Project Proposal Request shall be submitted to the City at least sixty (60) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to all applicable laws.

B. Not less than thirty (30) days prior to commencement of construction of an alteration or improvement on the Premises, the DFOT will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance is subject to approval by the City Attorney before the commencement of construction of the alteration or improvement.

C. The DFOT shall be responsible for operational costs and maintenance of improvements, installations, and facilities installed pursuant to this Article XV. and shall operate them in a safe manner.

## XVI. COMPLIANCE WITH LAWS.

A. The DFOT shall make its activities and services available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use, operation or maintenance of the Premises.

B. The DFOT shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Premises.

C. The DFOT will (1) obey all laws, rules, and regulations applicable to its use, operation and maintenance of the Premises, (2) use its best efforts to ensure that its members, employees and invitees so conform to such laws, rules, and regulations, and (3) procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement.

## XVII. ALCOHOL, TOBACCO, CANNABINOID AND ILLEGAL DRUG USE.

A. Alcohol may be sold or used at the Premises only when the appropriate on-sale alcoholic beverage license/permit has been obtained from the City prior to the event and all application, fee, and other requirements have been met.

B. The City reserves the right to prohibit certain groups, persons, and/or organizations from serving, selling, possessing, and/or consuming alcohol at the Premises.

C. The City reserves the right to prohibit serving, selling, possessing, and/or consuming alcohol in specific rooms and/or portions of the Premises.

D. There shall be no smoking, vaping or use of tobacco products or cannabinoid products (as defined by Section 28-63(c) of the Duluth City Code, as it may be amended or replaced from time to time) or illegal drugs whatsoever at the Premises or as otherwise prohibited by state or local laws.

## XVIII. INCIDENT REPORTS.

The DFOT shall promptly notify the City in writing of any incident of injury or loss or damage to the City's property or to any employee, agent, user, participant or invitee occurring on or within the Premises during the Term. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of City's current form of Incident Report is attached hereto as Exhibit C.

## XIX. GENERAL TERMS AND CONDITIONS.

A. This Agreement, together with all of its terms, covenants, and conditions is made in the State of Minnesota and is to be interpreted in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within St. Louis County, Minnesota.

B. The DFOT shall not assign or transfer any rights or obligations under this Agreement.

C. The waiver by the City or the DFOT 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.

D. 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 this Agreement did not contain the particular term or provision held to be invalid.

E. 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, 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.

F. This Agreement and its exhibits are the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior written and oral negotiations, understandings or agreements between the parties relating to the subject matter hereof.

G. There are no representations, warranties or stipulations, either oral or written, not herein contained.

H. Time is of the essence in all provisions of this Agreement.

I. No amendments to this Agreement shall be binding unless such amendment is in writing and executed with the same formality and approvals as this Agreement. This Agreement may be amended only by a written instrument signed by both parties.

J. 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 the officers of the parties will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

K. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

*[Remainder of this page is intentionally left blank.]*

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

CITY OF DULUTH

DULUTH FRIENDS OF TENNIS, INC.

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

Signed by:  
By: Willie Paul  
340800A20C774AD  
Printed Name: Willie Paul

Attest: \_\_\_\_\_  
City Clerk

Its: <sup>WP</sup> \_\_\_\_\_

Dated: 2/7/2025 | 09:22:49 CST

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

Countersigned:

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

Approved as to form:

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





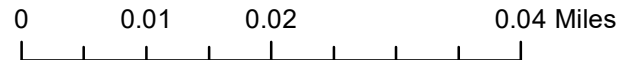
Printed Date: 2/14/2025

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

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



## Exhibit A Premises





## EXHIBIT B



### Parks & Recreation

Ground Floor  
411 West First Street  
Duluth, Minnesota 55802



218-730-4300



[parks@duluthmn.gov](mailto:parks@duluthmn.gov)

July 1, 2022

Dear Community Partner:

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

Each year there are numerous requests for projects on City property. Proposals may be submitted by individuals and community organizations, as well as City Divisions/Departments. Please note that acquiring funds for a project through grants, fundraising, donations, or other means does not guarantee project approval. It is strongly recommended that organizations seek City approval in advance of, or at least concurrent with, pursuing funding.

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

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

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

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

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

Jessica Peterson  
Parks and Recreation Manager



## PROJECT PROPOSAL APPLICATION FORM

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

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

Please submit completed application materials to: [projectproposal@duluthmn.gov](mailto:projectproposal@duluthmn.gov).

### APPLICANT CONTACT INFORMATION - REQUIRED

Date of Application

Name

Organization

Email

Phone

Organization Description (length operating, membership, formal/informal, non-profit status, mission, etc.)

Proposed Project Name

Proposed Project Location

### PROJECT PROPOSAL FORM - APPLICATION QUESTIONS

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

- 1. Describe, with as much detail as possible, the location(s) of the proposed project.** Give the park/trail name(s), location within park/trail, GPS coordinates, and/or attach an image clearly identifying the location(s).
- 2. Describe the proposed project in as much detail as possible.** Why is the project needed and necessary? What is the timeline? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required for any physical improvements. These may include location, sizes, wording, colors, etc. Include or attach any additional information about this project.
- 3. Describe the benefits of the proposed project.** Is it expected to add to or reduce costs for the City or a user group? Is it a functional improvement? Does it provide aesthetic benefit to the park? Are there potential safety concerns or does it resolve safety concerns?

4. **Describe the approximate cost to complete the project and the funding sources.** Are funding sources planned, pending, or secured? Is the proposer seeking City funding or resources to support the project? If so, what resources and how much (time, materials, cash contribution...)?
  
5. **Does this project have the support of neighbors living nearby and/or other groups who may be regularly using the space?** How have you communicated the proposed project to them?
  
  
  
  
  
  
  
  
  
  
6. **Does the project require any specific permitting?** If so, have permits been secured? (Park space reservations for exclusive use, construction permits, land use, etc.)

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

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

**For Temporary Art Installations:**

8. **Describe the envisioned timeline and duration of the installation.** Dates, length of time, etc. from installation to removal.
  
  
  
  
  
  
  
  
  
  
9. **Does the project have a designated point of contact** to respond to vandalism, damage, etc. on short notice if needed? Please provide contact information.



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

**Additional Information:**

**FOR OFFICE USE ONLY**

**The following criteria will be used to evaluate project proposals:**

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

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

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

## EXHIBIT C

### 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 accident, injury, or incident occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
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Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time of accident, injury, or incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Date employer notified of accident, injury, or incident: _____	Date employer notified of lost time: _____
First date of any lost time: _____	Return to work date: _____
RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Describe the nature of the accident, injury, or incident. Be specific. Include body parts affected.

Describe the activities when the accident, injury, or incident occurred with details of how it happened.

What tools, equipment, machines, objects and/or substances were involved?

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____	Date report completed: _____
Supervisor name: _____	Supervisor phone number: _____	

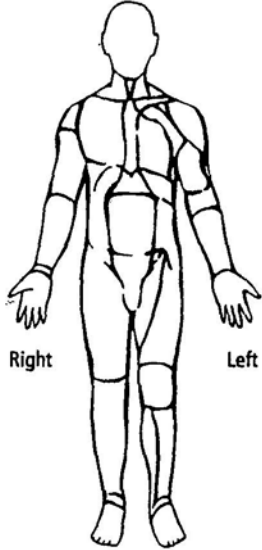
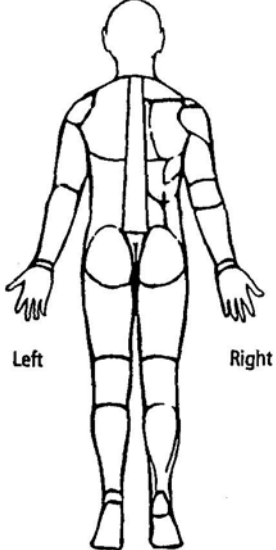
Names and phone numbers of witnesses:

Incident was a result of:  safety violation  machine malfunction  product defect  motor vehicle accident  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;"> <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><b>For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.</b>                  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 #: _____	
<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>	<b>Roadway conditions:</b>	<b>Light conditions:</b>	Approximate temperature: _____ °F
<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night	Estimated speed: _____ mph
<input type="checkbox"/> Rain <input type="checkbox"/> Cloudy	<input type="checkbox"/> Wet <input type="checkbox"/> Paved	<input type="checkbox"/> Day	Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty
<input type="checkbox"/> Fog <input type="checkbox"/> Sleet	<input type="checkbox"/> Snow <input type="checkbox"/> Unpaved	<input type="checkbox"/> Good	What was load: _____
<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor	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: \_\_\_\_\_