

**WASHINGTON CENTER GYM
NON-EXCLUSIVE
USE PERMIT**

THIS USE PERMIT (this "Permit"), by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota (the "City") and the State of Minnesota, by and through the Board of Trustees of Minnesota State Colleges and Universities on behalf of Lake Superior College ("User Group").

WHEREAS, the City is the owner of certain portions of a building located at 310 N. First Avenue West in the City of Duluth, St. Louis County, Minnesota, and the beneficiary of easements over and across certain portions of the building and surrounding land, which is more commonly known as "Washington Center." Washington Center contains a gymnasium that is frequently rented out for indoor basketball (the "Gym").

WHEREAS, User Group desires to use the Gym in conjunction with its college interscholastic basketball program.

WHEREAS, the City desires to coordinate and allow the cooperative use of the Gym by as many groups as possible, including User Group.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Permit, the City and User Group agree as follows:

I. ADMINISTRATION.

For purposes of administering this Permit, the City shall act through its Manager of Parks and Recreation or designee (the "Manager"). User Group shall act through its Athletic Director or designee.

II. GRANT OF RIGHTS.

A. Subject to the terms and conditions of this Permit, the City grants to User Group the right to use the Gym for the playing of basketball and other activities directly connected to basketball. User Group's use of the Gym shall not include access to other areas of Washington Center, except the bathrooms and hallways necessary to access the Gym and the bathrooms.

B. User Group accepts the Gym and Washington Center "as is," in their present physical conditions, and the City makes no warranty, either express or implied, that the Gym or Washington Center are suitable for any purpose. The City is not obligated to make any alterations or improvements on or to the Gym or to Washington Center, or to provide any maintenance to the Gym or Washington Center except as expressly required by Section III below.

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C. Use of Gym.

1. By May 31st of each year during the Term, User Group shall provide to the City its proposed use schedule for games and practices at the Gym for the upcoming year. No later than July 31st of each year during the Term, the City shall furnish to User Group an anticipated schedule for the dates and times when User Group will be allowed to use the Gym for games and practices (as it may be modified by the City from time to time, the "User Group Schedule"). A copy of the User Group Schedule for the 2018-2019 basketball season is attached to this Permit as Exhibit A. The City may modify the schedule as it deems appropriate or necessary including reducing or increasing the times or dates when User Group will be entitled to use the Gym. User Group shall work with the other users of the Gym to coordinate, when possible, to ensure optimum use of the Gym. If User Group desires to cancel a scheduled date on the User Group Schedule, it must do so at least 14 days prior to the date to be cancelled. If User Group fails to do so, User Group will have to pay the Usage Fee (defined below) for that day.

2. The Manager shall have ultimate control of the scheduling of various users of the Gym. User Group shall use the Gym only in conformance with the User Group Schedule and the terms and conditions of this Permit.

3. User Group will provide supervision of its program participants and spectators by an adult representative of User Group competently trained as appropriate for the activity.

4. User Group shall, in its use of the Gym, follow best practices to appropriately utilize the Gym and, in particular, will use its best efforts to minimize or eliminate to the extent practical any damage to the Gym. User Group shall be responsible for any damage to the Gym occurring during use by User Group or its participants, players, coaches, employees, agents, users and invitees.

5. User Group shall insure that the Gym is kept clean and in an orderly condition and that all paper, garbage, and other debris has been picked up and is deposited in the appropriate receptacles.

6. User Group shall promptly notify the Manager in writing of any incident of injury or loss or damage to the Gym or to any employee, player, coach, agent, user, participant or invitee occurring within the Gym, except for damage to User Group's personal property. Such written report shall be in the form of the City's Incident Report attached as Exhibit B.

7. User Group shall prohibit alcohol use and smoking and use of tobacco products at the Gym by User Group and User Group's participants, players, coaches, employees, agents, users and invitees.

8. User Group may, at its sole expense, make suitable improvements or alterations to the Gym only upon advance written approval from the Manager, which approval may be withheld in the City's sole discretion. All such improvements or alterations (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, User Group shall submit to the City a Project Proposal Request along with detailed plans using the form of Project Proposal Request attached as Exhibit C. The Project Proposal Request shall be submitted to the City at least forty-five (45)

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days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Code. Not less than thirty days prior to commencement of any construction, alteration, or improvement to the Gym, User Group must provide the City with sufficient proof of any insurance required by the City in its sole discretion, as determined by the City's Claims Investigator and Adjuster.

9. In case of inclement weather or at times when Washington Center is closed, User Group may not use or occupy the Gym. User Group shall not be charged the Usage Fee (defined below) when User Group is scheduled to use the Gym but is unable to do so because the Gym is closed by the City due to inclement weather. The City shall have final authority to determine inclement weather requiring closure of the Gym.

III. CITY RESPONSIBILITIES.

A. Maintenance.

1. The City shall be responsible for all maintenance of the Gym not required of User Group, including, but not limited to, structural maintenance and keeping the Gym in a "playable" condition.

2. Except as provided for herein, the City shall provide all cleaning and paper product supplies for restrooms in Washington Center that are available for general use by users of Washington Center.

B. Utilities.

The City shall be responsible for paying for the cost of all utilities (except for telephone and/or internet services used by User Group, if any) at the Gym during the Term. User Group shall use best efforts to avoid wasteful use of the utilities provided by the City.

IV. FEE AND REFUNDS.

A. The City's 2018 rate for use of the Gym is \$10.00 per hour, which rate may be adjusted each year by the City Council. User Group will pay the City a use fee for each practice and game scheduled at the Gym based on the then-current fee schedule and the then-current User Group Schedule (the "Usage Fee"). The Usage Fee shall be deposited in Fund 210-030-3190-4625-07. The total obligation of the User Group under this Permit shall not exceed \$10,000.

B. User Group will pay the Usage Fee in two installments during each year of the Term. No later than December 15 of each year of the Term, the City shall provide User Group with a statement detailing the first installment of the Usage Fee which shall include the Usage Fees incurred thus far for the year, as adjusted by cancellations or closures as provided in Section II.C.1. and 9. No later than March 31 of each year of the Term, the City shall provide User Group with a statement detailing the second installment of the Usage Fee, which shall include all Usage Fees

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incurred after Memorial Day of the applicable year, as adjusted by cancellations or closures as provided in Section II.C.1. and 9. All invoices for the Usage Fee shall be paid within 30 days.

C. User Group agrees to pay interest at a rate of 1.5% per month (18% per annum), on all past due balances due to the City under this Permit. User Group agrees to pay any collection costs incurred by the City in collecting any past due balances due to the City under this Permit, including but not limited to court costs, collection fees, and attorney' fees.

V. TERM.

Notwithstanding the date of execution of this Permit, this Permit shall be deemed to commence on August 27, 2018, and expire on February 28, 2021, unless sooner terminated as provided for herein (the "Term").

VI. TERMINATION.

A. Mutual Agreement. This Permit may be terminated without cause by written, mutual agreement of the parties.

B. Without Cause. Either party may terminate this Permit without cause by providing at least ninety (90) calendar days' written notice to the other party.

C. For Cause. Either party may terminate this Permit for the material breach by the other party of any provision of this Permit, including its Exhibits, if such breach is not cured to the satisfaction of the terminating party within seven days of delivery of a written notice by the non-breaching party (or such longer time as specified in the notice), subject to a reasonable cure period, given the nature of the breach. The notice shall identify the breach and the necessary actions to remedy the breach.

D. Immediately By City. The City may terminate this Permit immediately on notice to User Group if the City believes in good faith that the health, welfare, or safety of the Gym, Washington Center, its occupants or neighbors would be placed in immediate jeopardy by the continuation of User Group's use of the Gym.

E. Surrender Possession. Upon termination or expiration of this Permit, whichever occurs first, User Group shall surrender possession of the Gym to City in as good condition and state of repair as the Gym was in at the time User Group took possession, normal wear and tear excepted. User Group shall surrender all keys to the Gym and shall have completed performance of all of its cleaning and maintenance responsibilities. Any personal property remaining at the Gym upon expiration the Term or after early termination, as applicable, shall become exclusive property of the City.

VII. INSURANCE.

A. During the Term, User Group shall maintain such insurance coverage as required by this Permit and as will protect User Group and the City against risk of loss or damage to the

Exhibit 1

Gym and against claims that may arise or result from the use of the Gym. User Group shall procure and maintain continuously in force Public Liability Insurance written on an “occurrence” basis under a Commercial General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of not less than \$1,500,000 for property damage liability. User Group shall procure and maintain in force legally required Statutory Minnesota Workers’ Compensation Insurance and provide evidence thereof to the City.

B. Insurance required by this Permit 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 or through a program of self-insurance. User Group shall provide Certificates of Insurance to the City evidencing the required insurance coverage. The insurance policies must be acceptable to the City Attorney and must include a 30 day written notice of cancellation or non-renewal in favor of the City. Except for worker’s compensation insurance and professional liability insurance policies (if any), the Certificates of Insurance shall name the City as an additional insured. Certificates showing that User Group is carrying the required insurance in the specified amounts shall be furnished to the City prior to the execution of this Permit and certificates of insurance showing continued maintenance of all required insurance shall be provided to the City during the Term.

C. The City does not represent or guarantee that the required types or limits of coverage are adequate to protect User Group’s interests and liabilities.

D. The City does not, by entering into this Permit, intend to waive any legal immunities, defenses, or liability limits that maybe available.

VIII. HOLD HARMLESS AND INDEMNIFICATION.

A. User Group shall indemnify, save harmless, and defend the City and its officers, agents, servants, and employees from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or User Group, and including any and all damages to property to whomsoever belonging, including property owned by, used by, or in the care, custody, and control of User Group arising out of, related to or associated with the use or maintenance of the Gym by User Group or performance of its obligations under this Permit. Promptly after receipt by the City of notice of the commencement of any action with respect to which User Group is required to indemnify the City, the City shall notify User Group in writing of the commencement thereof, and, subject to the provisions of this Permit, User Group shall assume the defense of such action, including the employment of counsel satisfactory to the City and the payment of expenses. In so far as such action shall relate to any alleged liability of the City with respect to which indemnity may be sought against User Group, the City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such separate counsel shall be at the expense of User Group. This indemnification provision shall survive expiration or termination of this Permit for any reason.

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B. User Group will indemnify the City for any damage to any City property at the Gym caused by User Group, its players, coaches, participants, agents, volunteers, employees, and invitees.

IX. INDEPENDENT RELATIONSHIP.

A. Nothing contained in this Permit is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting User Group as agents, representatives or employees of the City for any purpose or in any manner whatsoever. The parties do not intend by this Permit to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Permit.

B. User Group'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 on behalf of User Group while so engaged and any and all claims whatsoever on behalf of User Group 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. User Group 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 from the City.

X. RECORDS RETENTION.

User Group agrees to maintain all records relating to this Permit and its use of the Gym during the Term and for six (6) years after termination or expiration of this Permit.

XI. GOVERNMENT DATA PRACTICES.

User Group 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 Permit, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by User Group under this Permit. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by User Group. If User Group receives a request to release the data referred to in this clause, User Group must immediately notify the City and consult with the City as to how User Group should respond to the request. User Group agrees to hold the City, its officers, and employees harmless from any claims resulting from the User Group's unlawful disclosure or use of data protected under state and federal laws.

XII. NOTICES.

Unless otherwise provided herein, notice to the City or User Group 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.

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City of Duluth
Attn: Parks and Recreation Manager
411 W. First Street, Ground Floor
Duluth, Minnesota 55802

Lake Superior College
Attn: Vice President of ASA
2101 Trinity Road
Duluth, MN 55811

XIII. CITY ACCESS.

A. User Group shall permit the City, and its designees, to access and inspect the Gym at any time. User Group shall not change the locks or otherwise prohibit or inhibit the City's access to any portion of the Gym.

B. The City shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution. User Group shall comply with the City's Key Control Policy, a copy of which shall be provided to User Group, and is subject to unilateral change by the City during this Permit.

C. User Group shall not make copies of any keys for the Gym. All keys shall be promptly returned to the City upon termination or expiration of this Permit. If any key is not returned, the City may rekey applicable locks and collect payment from User Group for actual replacements costs incurred by the City, including but not limited to wages for employee time.

XIV. TAXES.

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

XV. COMPLIANCE WITH LAWS.

A. User Group shall make its basketball program available to all eligible users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Gym.

B. User Group shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed at the Gym.

C. User Group shall procure at its sole expense all licenses and permits necessary for carrying out the provisions of this Permit.

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D. User Group shall obey all laws, rules, and regulations applicable to its use of or occupancy of the Gym and will use its best efforts to insure that its players, coaches, employees and invitees so conform to such requirements.

XVI. GENERAL TERMS AND CONDITIONS.

A. User Group will not sublet the Gym, or any part thereof, and will not assign this Permit or any interest therein, nor permit such assignment to become transferred by operation of law or otherwise, and no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part. The parties acknowledge that this Permit is not a lease, and the relationship between the City and User Group is not that of a landlord and a tenant.

B. This Permit, 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.

C. User Group agrees that it shall neither assign nor transfer any rights or obligations under this Permit.

D. The waiver by the City or User Group of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

E. The parties agree that if any term or provision of this Permit 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 Permit did not contain the particular term or provision held to be invalid.

F. This Permit 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 Permit or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual Permit between the parties hereto.

G. This Permit 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 Permit shall supersede all prior written and oral negotiations, understandings or permits. The exhibits to this Permit are as follows:

Exhibit A	2018-2019 User Group Schedule
Exhibit B	Incident Report Form
Exhibit C	Project Proposal Request Form

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

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

J. This Permit 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 hereunto set their hands the day and date first shown below.

CITY OF DULUTH

STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF LAKE SUPERIOR COLLEGE

By: _____
Mayor

By: 
Printed Name: Mike Seymak

Attest: _____
City Clerk

Its: _____

Date Attest: _____

Dated: 9-21-18

Countersigned:

City Auditor

By: _____

Approved as to form:

Printed Name: _____

Its: _____

City Attorney

Dated: _____

Exhibit 1

EXHIBIT A 2018-2019 USER GROUP SCHEDULE

Date	Event	Time	Hourly Rate	Total Cost
8/27/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
8/28/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
8/29/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
8/30/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
8/31/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/4/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/5/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/6/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/7/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/10/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/11/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/12/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/13/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/14/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/17/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/18/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/19/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/20/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/21/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/24/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/25/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/26/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/27/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
9/28/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/1/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/2/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/3/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/4/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/5/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/8/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/9/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/10/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/11/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/12/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/15/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/16/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/17/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/22/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/23/2018	Practice	11:00a-1:00p	\$10.00	\$20.00

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Date	Event	Time	Hourly Rate	Total Cost
10/24/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/25/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/26/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/29/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/30/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
10/31/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
11/1/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
11/5/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
11/6/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
11/8/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
11/13/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
11/15/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
11/19/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
11/20/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
11/21/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
11/26/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
11/27/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
11/28/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
11/29/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
12/3/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
12/4/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
12/5/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
12/6/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
12/10/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
12/11/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
12/12/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
12/13/2018	Practice	11:00a-1:00p	\$10.00	\$20.00
1/2/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
1/3/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
1/7/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
1/8/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
1/10/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
1/11/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
1/14/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
1/15/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
1/17/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
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1/28/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
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Date	Event	Time	Hourly Rate	Total Cost
1/31/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
2/1/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
2/4/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
2/5/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
2/7/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
2/11/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
2/12/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
2/14/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
2/15/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
2/18/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
2/19/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
2/21/2019	Practice	11:00a-1:00p	\$10.00	\$20.00
2/22/2019	Practice	11:00a-1:00p	\$10.00	\$20.00

Total				\$1,880.00
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EXHIBIT B

City of Duluth Incident/Injury Report

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to accidentreporting@duluthmn.gov.

Date of incident/injury: _____	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division: _____
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought: <input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None	Doctor/clinic name, address, phone number: _____	

Last name: _____	First name: _____	MI: _____	SSN: _____
Address: _____			
City: _____	State: _____	Zip code: _____	Phone: _____
Date of hire: _____	Occupation: _____	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: _____	

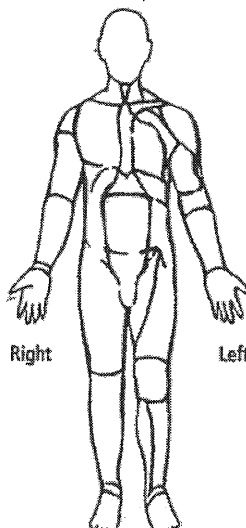
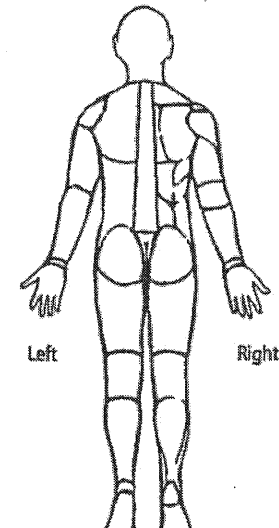
Names and phone numbers of witnesses: _____

Incident was a result of: safety violation machine malfunction product defect motor vehicle accident N/A

Supervisor comments: _____

What actions have been taken to prevent recurrence?

Exhibit 1 City of Duluth Incident/Injury Report

<p>CAUSE</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>TYPE OF INJURY</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;">MARK AREAS OF INJURY BELOW:</p> <p style="text-align: center;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Front</p>  </div> <div style="text-align: center;"> <p>Back</p>  </div> </div>
---	---

COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE																											
<p>For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.</p> <p>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:																											
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%; border: none;">Weather conditions:</td> <td style="width: 25%; border: none;">Roadway conditions:</td> <td style="width: 25%; border: none;">Light conditions:</td> <td style="width: 25%; border: none;"></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Clear <input type="checkbox"/> Wind</td> <td style="border: none;"><input type="checkbox"/> Dry <input type="checkbox"/> Mud</td> <td style="border: none;"><input type="checkbox"/> Night</td> <td style="border: none;">Approximate temperature: _____ °F</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Rain <input type="checkbox"/> Cloudy</td> <td style="border: none;"><input type="checkbox"/> Wet <input type="checkbox"/> Paved</td> <td style="border: none;"><input type="checkbox"/> Day</td> <td style="border: none;">Estimated speed: _____ mph</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Fog <input type="checkbox"/> Sleet</td> <td style="border: none;"><input type="checkbox"/> Snow <input type="checkbox"/> Unpaved</td> <td style="border: none;"><input type="checkbox"/> Good</td> <td style="border: none;">Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Snow</td> <td style="border: none;"><input type="checkbox"/> Ice</td> <td style="border: none;"><input type="checkbox"/> Poor</td> <td style="border: none;">What was load: _____</td> </tr> <tr> <td colspan="3" style="border: none;"></td> <td style="border: none;">Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</td> </tr> </table>				Weather conditions:	Roadway conditions:	Light conditions:		<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night	Approximate temperature: _____ °F	<input type="checkbox"/> Rain <input type="checkbox"/> Cloudy	<input type="checkbox"/> Wet <input type="checkbox"/> Paved	<input type="checkbox"/> Day	Estimated speed: _____ mph	<input type="checkbox"/> Fog <input type="checkbox"/> Sleet	<input type="checkbox"/> Snow <input type="checkbox"/> Unpaved	<input type="checkbox"/> Good	Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty	<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor	What was load: _____				Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Weather conditions:	Roadway conditions:	Light conditions:																									
<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night	Approximate temperature: _____ °F																								
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<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor	What was load: _____																								
			Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A																								

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

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____



**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



August 7, 2018

Dear Community Partner:

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

Each year there are numerous requests for projects on City property. To better respond to the requests, the City has developed a system that will result in better communications, tracking and processing of project proposals. It establishes Parks and Recreation as the City entity that will: (1) accept and review all submitted parks related Project Proposal Forms; (2) conduct an internal review to determine compatibility with all parks planning documents, industry best practices, and standards set by the Division, (3) pending preliminary approval by parks review staff, forward to appropriate city staff in other divisions, (4) if approved, facilitate the process to project completion. Once your project proposal request is received, staff will initiate the review process, with the intent to provide a response within sixty (60) days.

The intent of this process is to expedite decision making, properly evaluate proposals against existing plans, standards, and uses; clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. At any point in the process, Parks and Recreation can be contacted to respond to questions or concerns.

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

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

If you have any questions, please contact Jessica Schoonover at (218) 730-4325.

Sincerely,

William Roche
Parks and Recreation Manager
City of Duluth
411 W First Street
Duluth, MN 55802



Use this form to propose a City of Duluth improvement project on park property. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests. You or your organization will receive a response to the project proposal request within sixty (60) days of submission.

APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Park Location:

E-mail:

Primary Phone:

Secondary Phone:

IS YOUR PROJECT RELATED TO

PUBLIC

-ARTS-

-MEMORIALS-

-MONUMENTS-

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

PROJECT PROPOSAL

Use additional sheets if more space is needed.

PROJECT LOCATION

Describe as best as possible the location of the proposed project. Give the park name, location within park, and GPS coordinates. 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 those reviewing the proposal have 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 park?



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):



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:

JESSICA SCHOONOVER
ADMINISTRATIVE CLERICAL SPECIALIST
CITY OF DULUTH
PARKS AND RECREATION
411 WEST FIRST STREET
DULUTH, MN 55802
projectproposal@duluthmn.gov
(218) 730-4325
