

# **EXHIBIT 1**

## **LEASE AGREEMENT BETWEEN THE CITY OF DULUTH AND DULUTH MARKET GARDENERS AND BERRY ASSOCIATION, INC.**

THIS AGREEMENT is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (“City”), and DULUTH MARKET GARDENERS AND BERRY ASSOCIATION, INC., a Minnesota nonprofit corporation (“Association”).

WHEREAS, the City owns real property legally described as Lots Five (5), Six (6), Seven (7), and Eight (8), Block Eighty-seven (87), ENDION DIVISION OF DULUTH, together with improvements, fixtures, and personal property contained therein, located at 1324 E. Third Street, Duluth, Minnesota 55805 (“City Property”); and

WHEREAS, Association is a nonprofit corporation duly organized and existing under the laws of the State of Minnesota; and

WHEREAS, Association’s Mission (“Mission”) is to operate a market that provides opportunities for agricultural and other farm-related growers and producers from St. Louis, Carlton, and Lake Counties to sell their products to the community; and

WHEREAS, Association desires to lease City Property for the advancement of its Mission and related services to the community. The Association provides the following services:

- (a) Seasonal Farmers’ Market operation (May through October);
- (b) Tree Market operation during the months of November and December;
- (c) Providing fresh, local produce to the community;
- (d) Educational activities for children;
- (e) Information and demonstrations using food sold at the Farmers’ Market; and
- (f) Other festivals and events periodically throughout the Farmers’ Market season.

The above-described services provided by Association are hereinafter referred to as the “Services.”

WHEREAS, the City Property is not currently needed by the City for its own use, and the Association’s Services provide a benefit to the public as a whole; and

WHEREAS, the City desires to lease to Association the City Property as described herein.

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

## **I. Leased Premises**

A. City agrees to lease to Association exclusive use of the City Property (the “Leased Premises”). The Leased Premises is depicted on the attached Exhibit A.

B. Association shall only use Leased Premises to provide its Services.

C. Association is taking the Leased Premises “as is” in its present physical condition. The City makes no warranty, either express or implied, that the Leased Premises is suitable for a Farmer’s Market or any other purpose.

D. The rights of Association to occupy, use, and maintain the Leased Premises are subject to Association’s compliance with the provisions, covenants, and conditions of this Agreement.

## **II. Lease Fee.**

Association shall lease the Leased Premises from City at no cost. The consideration for the Leased Premises shall instead be the public benefit provided by Association through its Services.

## **III. Term of Agreement.**

The term of this Agreement shall be ten years. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on August 1, 2016, and expire on July 31, 2026, unless terminated early as provided for herein.

## **IV. Early Termination or Expiration of Agreement**

A. Public Purpose. City may terminate this Agreement with sixty (60) days written notice to Association if City determine, in its sole discretion, that the City Property is needed for a public purpose other than the Services provided by the Association under this Agreement.

B. Abandonment. City may terminate this Agreement with sixty (60) days written notice to Association if City determines that Association has abandoned the Leased Premises or Services on the Leased Premises, or both.

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

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

E. Surrender Possession.

1. Upon termination or expiration of this Agreement, Association agrees to surrender possession of Leased Premises (subject to additions, alterations and improvements) to City in as good of condition and state of repair as said City Property was in at the time Association took possession, reasonable wear and tear excluded.

2. Prior to expiration of Agreement Term or within fourteen (14) days of early termination, whichever occurs first, Association may remove any of its own personal property, which was brought or delivered to the Leased Premises by the Association or at its direction, from Leased Premises. The removed personal property shall remain exclusive property of Association. All personal property remaining on Leased Premises upon expiration of Agreement Term or after fourteen (14) days of early termination, whichever occurs first, shall become exclusive property of City.

3. All buildings, fixtures, and improvements, if any, to the Leased Premises shall be deemed to be exclusive property of the City.

**IV. Use, Maintenance and Operation.**

A. Association shall maintain Leased Premises in a safe and clean order, condition, and state of repair and take care of all structures contained therein, normal wear and tear excepted.

B. Association is solely responsible for storage, theft, and/or vandalism of the Leased Premises and all structures or personal property.

C. Association shall be responsible for maintaining its own equipment in a safe, legal, and properly maintained manner at Association's sole expense. Association shall prohibit the use of any unsafe, illegal, or deficient equipment on Leased Premises.

D. Association agrees to pay for all utilities, if any, on and to the Leased Premises during the Term of this Agreement, including but not limited to hook-up charges and assessments related to all utilities.

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

F. Association shall have all responsibility for the legal, proper, and final disposal of garbage and refuse generated by its operations at the Leased Premises and agrees to absorb all costs related thereto.

G. Association is responsible to maintain the public sidewalks on or abutting the Leased Premises each year from May 1st through December 31st or the last day of the Tree Market operation, whichever occurs earlier, specifically the sidewalks adjacent to N. 14th Avenue East and East Third Street as depicted on Exhibit A. Association is not responsible for sidewalk maintenance from the day after the last day of the Tree Market operation to April 30th unless the Association provides its Services at the Leased Premises during that time, in which event the Association shall be responsible to maintain the public sidewalks on or abutting the Leased Premises year-round.

H. Association shall solely be responsible for any losses or damages caused by Association, including its employees, agents, volunteers, or program participants, to the Leased Premises.

I. Association shall not make structural changes to the Leased Premises without written authorization from the City's Property and Facilities Manager ("Manager") and/or designee with the exception of the installation of necessary telephone and internet service.

J. In addition to the foregoing costs and charges set forth above, Association shall bear, and promptly pay, on or before the due date, all other costs, fees, and charges of any kind whatsoever arising out of the use or occupancy of the Leased Premises.

K. In the event of partial or complete destruction or damage of or to the Leased Premises, from any cause, City shall not be obligated to repair or replace any portion of the Leased Premises, including buildings, structures, or improvements.

## **V. Independent Relationship.**

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Association as an agent, representative, or employee 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. Association shall not be considered an employee of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Association while so engaged and any and all claims whatsoever on behalf of Association 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. Association 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.

## **VI. Records Retention.**

Association agrees to maintain all Leased Premises and Services records during the Term of this Agreement and for six (6) years after its termination or expiration.

## **VII. Insurance.**

A. Association shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Leased Premises. A Comprehensive General Liability Insurance policy shall be maintained in force by Association throughout the life of this agreement in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all Association activities occurring on or within the Leased Premises whether said activities are performed by employees or agents under contract to Association. Such policy of insurance shall be approved by the City Attorney and shall contain a condition that it may not be cancelled without thirty (30) days' written notice to the City. The City shall be named as an additional insured on said policy of insurance required by this paragraph.

B. Association shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.

C. Association shall provide to City Certificates of Insurance evidencing such coverage with 30-day notice of cancellation, non-renewal, or material change provisions included. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the Association's interests and liabilities.

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

E. The City does not intend to waive any legal immunities, defenses, or liability limits that maybe available.

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

## **VIII. Hold Harmless and Indemnification.**

A. Association hereby agrees to indemnify, save harmless, and defend the City and its officers, agents, servants, and employees from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or Association, and including any

and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of Association arising out of, related to or associated with the use, management, maintenance or operation of the Leased Premises by Association or performance of its obligations under this Agreement.

B. Association will indemnify the City for any damage to the Leased Premises caused by Association, its agents, volunteers, employees, and invitees.

#### **IX. Government Data Practices.**

Association 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 Association 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 Association. If Association receives a request to release the data referred to in this clause, Association must immediately notify the City and consult with the City as to how Association should respond to the request. Association agrees to hold the City, its officers, and employees harmless from any claims resulting from the Association's unlawful disclosure or use of data protected under state and federal laws.

#### **X. Incident Reports.**

Association shall promptly notify the Manager in writing of any incident of injury or loss or damage to the property of City or any Association's participants or invitees occurring on or within the Leased Premises during this Agreement. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto and incorporated by reference into this Agreement as Exhibit B.

#### **XI. Compliance With Laws.**

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

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

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

D. Association's Services conducted on the Leased Premises shall be in compliance with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

## **XII. Communications.**

The parties agree that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.

## **XIII. Notices.**

Unless otherwise provided herein, notice to the City or Association shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth  
Attn: Property and Facilities Manager  
1532 W. Michigan St.  
Duluth, Minnesota 55806  
(218) 730-4430

Duluth Market Gardeners and Berry Association, Inc.  
Attn: Deb Shubat, President  
2155 Johnson Road  
Duluth, Minnesota 55804  
(218) 525-3063

With a copy to:

Duluth Market Gardeners and Berry Association, Inc.  
1324 E. Third Street  
Duluth, Minnesota 55805  
(218) 724-9955

## **XIV. City Access.**

1. Association shall permit the City and Manager, and their designees, to access and inspect the Leased Premises at any time. Association shall not change the locks or otherwise prohibit or inhibit City or Manager access to any portion of the Leased Premises.

2. City Properties and Facilities Management shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution. Association shall comply with City's Key Control Policy, a copy of which shall be provided to Association, and is subject to unilateral change by City during this Agreement.

3. Association shall not make copies of Leased Premises keys. All keys shall be promptly returned to the Manager upon termination or expiration of this Agreement.

**XV. Taxes.**

Association hereby agrees to pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Association's lease or operations of the Leased Premises, including real property and sales taxes, if applicable. It is further agreed that City may pay the same on behalf of Association and immediately collect the same from the Association, if necessary. Association 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.

**XVI. Smoking, Tobacco, & Alcohol Use.**

A. The possession, use, or sale of alcohol is permitted on the Leased Premises only when the appropriate on-sale alcoholic beverage permit or license has been obtained from the City prior to the event and all application, fees, and other requirements have been met.

B. Association acknowledges and agrees that there shall be no smoking or use of tobacco or illegal drugs whatsoever on the Leased Premises or as otherwise prohibited by state or local laws.

**XVII. Alterations and Improvements.**

A. Association may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises upon advance written approval from the Manager. All such improvements shall become the property of the City. Prior to commencing any improvements or alterations, Association shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request is attached to and incorporated by reference into this Agreement as Exhibit C. These documents shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes.

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

**XVIII. General Provisions.**

A. Prior to execution of this Agreement by the City, Association shall provide evidence that it is an entity legally capable of entering into obligations of a contract and it is a non-profit organization currently in good standing with the Minnesota Secretary of State.



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

C. The waiver by the City or Association 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. The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under the Agreement will be in and under those courts located within St. Louis County, Minnesota.

E. Association agrees that it shall neither assign nor transfer any rights or obligations under this Agreement.

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

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

H. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

I. This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof.

[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 MARKET GARDENERS AND  
BERRY ASSOCIATION, INC.**

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

By: D. Shubert

Printed Name: Deborah Shubert

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

Its: President

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

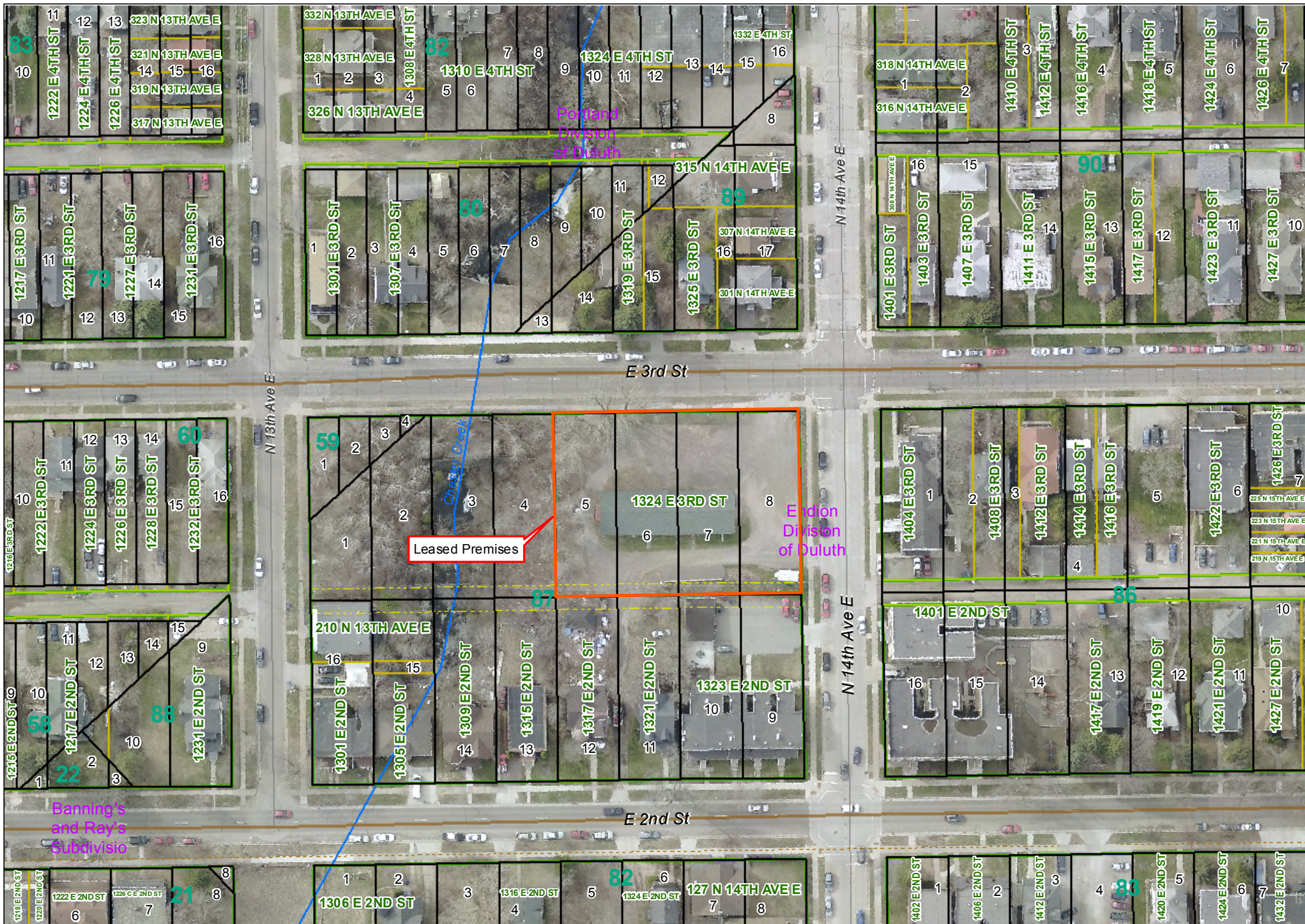
Countersigned:

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

Approved as to form:

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





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

## Exhibit A Leased Premises

0 50 100 Feet  
1 inch = 100 feet



photo date: 2016  
Printed: 7/26/2016





**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](mailto:accidentreporting@duluthmn.gov).

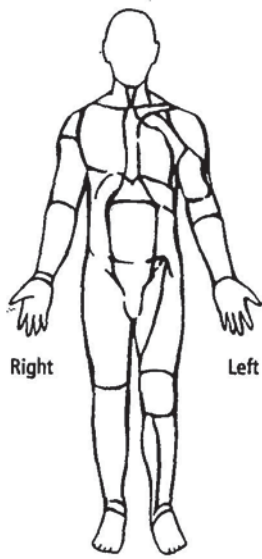
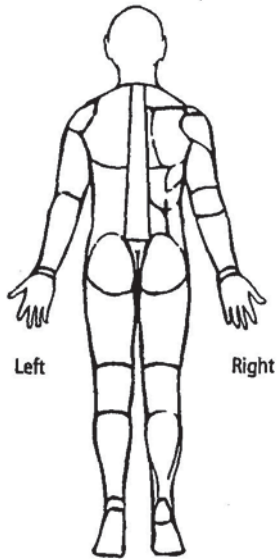
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury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

Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.      Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Date employer notified of injury: _____      Date employer notified of lost time: _____	
First date of any lost time: _____      Return to work date: _____      RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Describe the nature of the illness or injury. Be specific. Include body parts affected.	
Describe the activities when injury occurred with details of how it happened.	
What tools, equipment, machines, objects and/or substances were involved?	

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No      Date supervisor notified: _____      Date report completed: _____	
Supervisor name: _____      Supervisor phone number: _____	
Names and phone numbers of witnesses:	
Incident was a result of: <input type="checkbox"/> safety violation <input type="checkbox"/> machine malfunction <input type="checkbox"/> product defect <input type="checkbox"/> motor vehicle accident <input type="checkbox"/> N/A	
Supervisor comments:	
What actions have been taken to prevent recurrence?	

# City of Duluth Incident/Injury Report

<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> <p style="text-align: center; font-size: small;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;"> <p><b>Front</b></p>  <p>Right      Left</p> </div> <div style="text-align: center;"> <p><b>Back</b></p>  <p>Left      Right</p> </div> </div>
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COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE						
<p><b>For vehicle accidents:</b> 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 #:				
<b>City vehicle, property, or equipment involved</b>	Description:					
	Vehicle #:		Make/Model:		Year:	
	Describe damage:					
<b>Non-city vehicle, property, or equipment involved</b>	Owner full name:			<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other		
	Owner address:					
	Owner phone number:		Vehicle license #:			
	Make/Model:		Color:		Year:	
	Describe damage:					
<b>Weather conditions:</b> <input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow		<b>Roadway conditions:</b> <input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> Unpaved <input type="checkbox"/> Ice		<b>Light conditions:</b> <input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor		Approximate temperature: _____ °F Estimated speed: _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to [accidentreporting@duluthmn.gov](mailto:accidentreporting@duluthmn.gov).

Supervisor Signature: \_\_\_\_\_

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

Employee Signature: \_\_\_\_\_

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



## EXHIBIT C

### Public Administration Department Parks and Recreation Division

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



June 9, 2016

Dear Community Partner:

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

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

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

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

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

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

Sincerely,

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



## CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



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

### APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Neighborhood:

E-mail:

Primary Phone:

Secondary Phone:

IS YOUR PROJECT RELATED TO

**PUBLIC**

-ARTS-

-MEMORIALS-

-MONUMENTS-



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

### PROJECT PROPOSAL

Use additional sheets if more space is needed.

#### PROJECT LOCATION

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

#### PROJECT DESCRIPTION

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

Attached

Not Applicable

#### PROJECT JUSTIFICATION

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



## CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



### **PROJECT COST**

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

### **POTENTIAL SOURCE OF FUNDING**

*Describe potential funding sources for the project.*

### **NEIGHBOR SUPPORT**

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

Yes      No      Uncertain      Not Applicable

*Comments:*

### **ENERGY USE**

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

Yes      No      Uncertain      Not Applicable

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

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

### **ADDITIONAL CONSIDERATIONS**

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

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

**COMMENT (A):**

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

**COMMENT (B):**





## CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



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

**COMMENT (C):**

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

**COMMENT (D):**

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

**COMMENT (E):**

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

**COMMENT (F):**

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

**COMMENT (G):**

**SUBMIT COMPLETED FORMS to:**

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



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





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

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