

EXHIBIT 1

LEASE AGREEMENT BETWEEN THE CITY OF DULUTH AND DULUTH COMMUNITY GARDEN PROGRAM

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, by and between the **CITY OF DULUTH**, a municipal corporation organized and existing under the laws of the State of Minnesota, hereinafter referred to as “City,” and **DULUTH COMMUNITY GARDEN PROGRAM, doing business as PLANT-A-LOT COMMUNITY GARDEN PROGRAM**, a Minnesota non-profit corporation, hereinafter referred to as “DCGP.”

The parties acknowledge the following:

A. DCGP is a Minnesota non-profit organization whose mission is to grow healthy food in the community by creating access to land, knowledge, and community connection (“Mission”). DCGP carries out its Mission by connecting people of the local community together through the growing and sharing of food through urban gardens so that anyone, regardless of resources or experiences, can have a place to grow fresh produce (“Services”). DCGP’s Services include providing 400 sq. ft. garden plots; loaning out garden tools, books, and food preservation equipment; and hosting educational classes and garden tours.

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

C. City owns numerous tracts of real property that are currently utilized or could be utilized for community gardening purposes. Said properties are further described on Exhibit A attached hereto and incorporated into this Agreement by reference (“City Properties”).

D. DCGP believes that the City Properties are generally suitable in soil composition and fertility for growing fruits, vegetables, and other eligible plants.

E. DCGP desires to lease the City Properties to further its Mission by providing urban arable land to individuals and families to cultivate fruits, vegetables, and other eligible plants (“Community Garden Program”).

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

I. Leased Premises

A. City agrees to lease to DCGP exclusive use of portions of the City Properties as depicted on Exhibit B attached hereto and incorporated into this Agreement by reference

(collectively the “Leased Premises”). Any changes, insertions, or deletions of the City Properties described on Exhibit A or Leased Premises depicted on Exhibit B shall be through an Amendment to this Agreement, which Amendment shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

B. DCGP may only utilize the Leased Premises for the Community Garden Program or to provide its Services.

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

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

II. Lease Fee and Improvements

A. DCGP shall lease the Leased Premises from City at no cost. The consideration for the Leased Premises shall instead be the public benefit provided by DCGP through its Services and the Community Garden Program.

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

III. Term of Lease

The term of this Agreement shall be three (3) years. Notwithstanding the date of execution of this Agreement, this Agreement shall commence on October 17, 2016, and shall continue through the end of the day on October 31, 2019.

IV. Early Termination or Expiration of Agreement

A. Public Purpose. City may terminate this Agreement with sixty (60) days’ written notice to DCGP if City determines, in its sole discretion, that the City Properties are needed for a public purpose other than the Services provided by DCGP through its Community Garden Program.

B. Abandonment. City may terminate this Agreement with thirty (30) days’ written notice to DCGP if City determines that DCGP has abandoned the Leased Premises or Community Garden Program, or both.

C. Without Cause. This Agreement may be terminated without cause by either party by serving at least sixty (60) days’ written notice upon the other.

D. For Cause. City may terminate this Agreement for the material breach by DCGP of any provision of this Agreement, including its exhibits, if such breach is not cured to the satisfaction of City within fourteen (14) 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.

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

F. Surrender Possession.

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

2. Prior to expiration of Agreement Term or within fourteen (14) days of early termination, whichever occurs first, DCGP may remove any personal property, plants, and vegetation from the Leased Premises. These removed personal property, plants, and vegetation shall remain exclusive property of DCGP. All personal property, plants, and vegetation remaining on Leased Premises upon expiration of Agreement or after fourteen (14) days of early termination, whichever occurs first, shall become the exclusive property of City.

3. All buildings, non-plant fixtures, and improvements, if any, to the Leased Premises shall be deemed to be exclusive property of the City after expiration of this Agreement Term or early termination, whichever occurs first. Examples of non-plant fixtures include, but are not limited to, fencing, gates, garden bed structures, and benches.

V. Maintenance and Operation

A. DCGP may only utilize the Leased Premises for its Community Garden Program or to provide its Services.

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

C. DCGP shall maintain the Leased Premises in a safe and clean order, condition, and state of repair and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items.

D. DCGP is solely responsible for storage, theft, and/or vandalism of the Leased Premises and all personal property, including but not limited to equipment, tools, and machinery.

E. DCGP shall provide the City's Property and Facilities Manager ("Manager") with forty-eight (48) hours prior written notice of its planned application of any fertilizers or

pesticides. All applications are subject to the written authorization of the Manager. DCGP further agrees that the application of any restricted label fertilizers or pesticides be performed only by an applicator currently licensed by the State of Minnesota. Any restricted label fertilizers or pesticides applied by other than a currently licensed applicator shall be grounds for immediate termination of this agreement. The City reserves the right to determine and prohibit an environmentally harmful fertilizer or herbicide.

F. DCGP agrees to pay for all utilities, if any, on and to the Leased Premises during the Term of this Agreement.

G. DCGP 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, if appropriate or applicable. City shall not provide or assist in maintenance of the Leased Premises.

H. DCGP is responsible 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.

I. DCGP agrees to procure, at DCGP's sole expense, all licenses and permits necessary to operate its Community Garden Program and to carry out the provisions of this Agreement.

J. No permanent structures or murals or other permanent works of art may be built, displayed, or stored on the Leased Premises without written permission from the Manager.

K. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in or on the Leased Premises, except in designated parking spaces, if any.

L. DCGP is responsible to maintain the public sidewalks on or abutting the Leased Premises during the term of this Agreement, specifically the sidewalks depicted on Exhibit B, each year from April 1st through October 31st or the last day of the gardening season, whichever occurs earlier. DCGP is not responsible for sidewalk maintenance from November 1 or the day after the last day of the gardening season to March 31 unless the DCGP operates its Community Garden Program on the Leased Premises during that time, in which event DCGP is responsible to maintain the public sidewalks on or abutting the Leased Premises year-round.

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

N. 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.

VI. Access

City shall have unlimited access to the Leased Premises during the Term of this Agreement for the purposes of inspection and ensuring DCGP's compliance with Agreement.

VII. Alterations or Improvements

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

B. DCGP may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises upon advance written approval from the City. All such improvements (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, DCGP 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 Code.

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

VIII. Insurance and Indemnification

A. During the term of this Agreement, DCGP shall have such coverage as will protect DCGP and the City against risk of loss or damage to the Property and any other property permanently located or exclusively used at the Property and against claims that may arise or result from the maintenance and use of the Property during the Agreement term. DCGP shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of \$1,500,000 for property damage liability. Insurance required in this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set

forth herein, and products – completed operations. DCGP shall provide to Certificates of Insurance to City evidencing said insurance coverage. The Certificates of Insurance shall name City as additional insured.

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

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

D. DCGP 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 DCGP, 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 DCGP, arising out of, related to or associated with the use, maintenance or operation of the Property by DCGP or performance of its obligations under this Agreement.

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

IX. Incident Reports

DCGP shall notify the Manager in writing of any incident of injury or loss or damage to the Property or any DCGP's participants or invitees occurring within the Leased Premises during the Term of this Agreement, except for damage to DCGP's personal property. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto as Exhibit D.

X. Records Retention

DCGP agrees that, as provided in Minnesota Statutes Section 16C.05, Subd. 5, all DCGP books, records, documents, and accounting procedures and practices related to the Leased Premises and the Community Garden Program are subject to examination by the City or the State Auditor for six (6) years after the termination or expiration of this Agreement. Upon forty-eight (48) hours advance notice by City, DCGP shall provide all requested financial information.

XI. Taxes

DCGP hereby agrees to pay all license, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of DCGP's operations or use of the

Leased Premises, including real property taxes, if applicable. It is further agreed that City may pay the same on behalf of DCGP and immediately collect the same from the DCGP, if necessary. DCGP 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.

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

XIII. No Assignment Allowed

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

XIV. Laws, Rules and Regulations

A. During the term of this Agreement, DCGP agrees to conduct its activities or operations on the Leased Premises in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth, including Section 50-20.3.B. of Uniform Development Code or other applicable sections.

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

XV. Government Data Practices

All data collected, created, received, maintained or disseminated for any purpose by the parties because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. DCGP shall comply with the Minnesota Government Data Practices Act. DCGP agrees to hold the City, its officers, and employees harmless from any claims resulting from DCGP's failure to comply with this law.

XVI. Waiver

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

XVII. No Third Party Rights

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

XVIII. Notices

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

Duluth Community Garden Program
Attn: Emily Richey, Program Director
206 W. 4th Street
Duluth, MN 55806
(218) 722-4583

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

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

XIX. Compliance With Agreement

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

XX. Applicable Law

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

XXI. Amendments

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

XXII. Severability

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

XXIII. Authority To Execute Agreement

The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said parties on their behalf will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

XXIV. Entire Agreement

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

[Remainder of this page intentionally left blank.]

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

CITY OF DULUTH

By: _____

Mayor

Attest: _____

City Clerk

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

**DULUTH COMMUNITY GARDEN
PROGRAM, d/b/a PLANT-A-LOT
COMMUNITY GARDEN PROGRAM**

By: Daniel J. Kislinger

Its: BOARD MEMBER

Printed Name: DANIEL J KISLINGER

Date: 9.16.16

EXHIBIT A

LEASED PREMISES

Apple Tree Circle Community Garden Legal Description: Lots Seventeen (17) and Eighteen (18), Block Seven (7), HUNTER AND MARKELL'S GRASSY POINT ADDITION TO DULUTH.

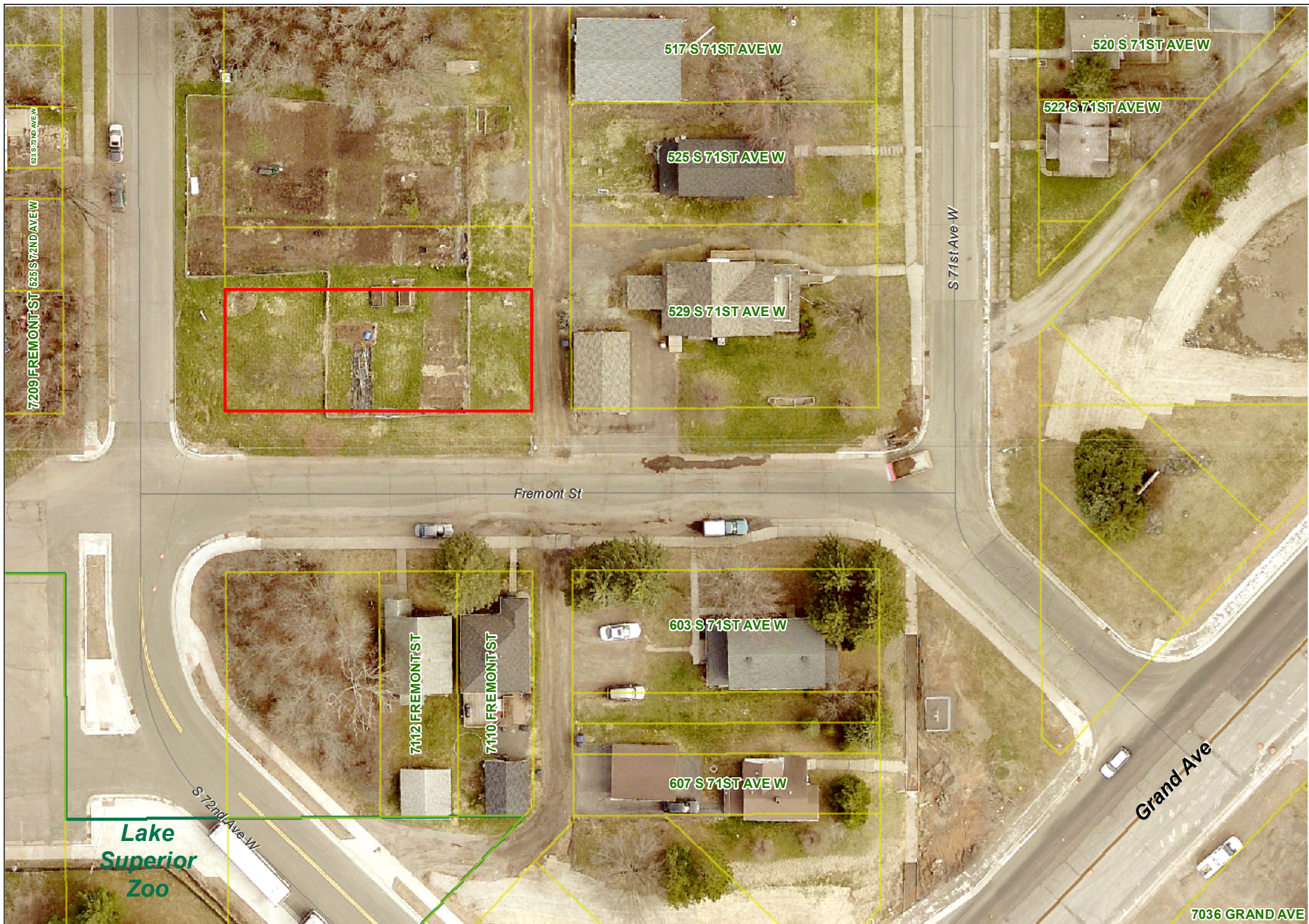
Chester Creek Community Garden Legal Description: That part of Lots Nine (9), Ten (10), and Eleven (11), Block One Hundred Seventeen (117), ENDION DIVISION OF DULUTH, as outlined in red on Exhibit B.

Harrison Park Community Garden Legal Description: That part of Blocks Thirty-Five (35) and Thirty-six (36), including adjacent right-of-way, WEST PARK DIVISION OF DULUTH, as outlined in red on Exhibit B.

Liliput Community Garden Legal Description: That part of Lots Fifty-five (55), Fifty-seven (57), and the West Half (W ½) of Lot Fifty-nine (59), East Fifth Street, DULUTH PROPER, FIRST DIVISION, as outlined in red on Exhibit B.

Riverside Community Garden Legal Description: That part of said plat of RIVERSIDE designated thereon as "Park" as outlined in red on Exhibit B.

EXHIBIT B



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.

Apple Tree Circle Community Garden

0 25 50 Feet
1 inch = 50 feet



photo date: 2016
Printed: 9/9/2016

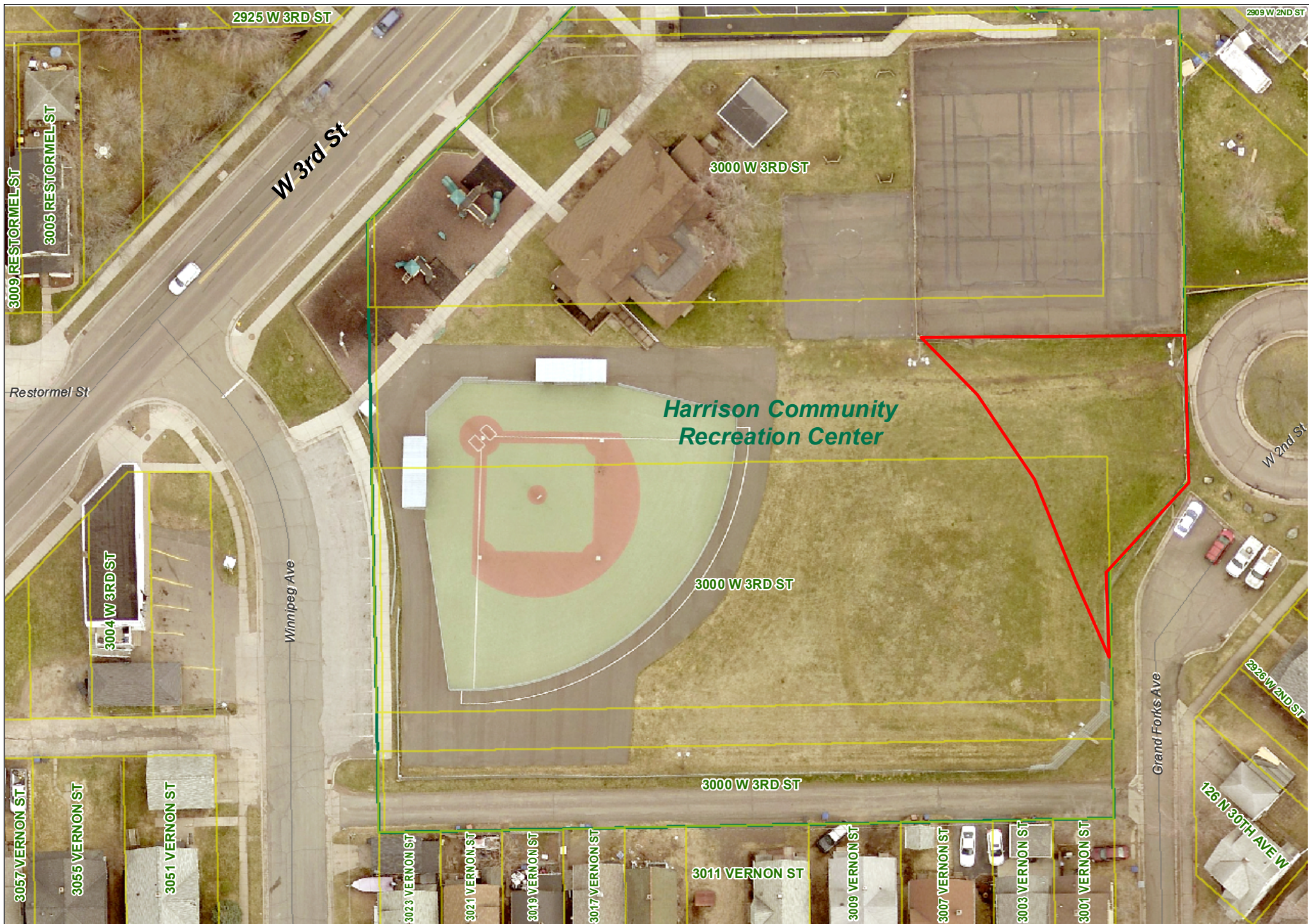


PlotHouse



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Chester Creek Community Garden



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Harrison Community Garden

0 25 50 Feet
1 inch = 50 feet



photo date: 2016
Printed: 9/9/2016



PlotHouse



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Liliput Community Garden

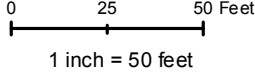


photo date: 2016
Printed: 9/9/2016





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Riverside Community Garden

0 50 100 Feet
1 inch = 100 feet



photo date: 2016
Printed: 9/9/2016



Photohouse



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



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
(218) 730-4333**

EXHIBIT D

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.

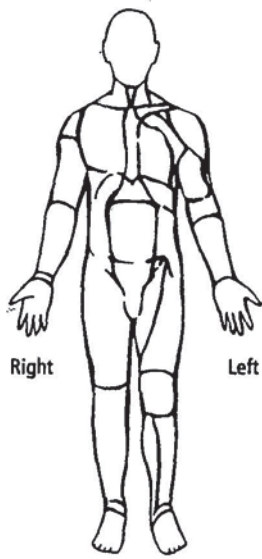
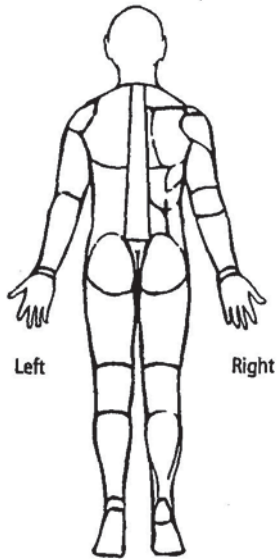
| | | |
|---|---|----------------------|
| Date of incident/injury: | <input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee | Department/Division: |
| Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical 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: | | 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>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; 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>Front</p>  <p>Right Left</p> </div> <div style="text-align: center;"> <p>Back</p>  <p>Left Right</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: | | | | | |
| <p>Weather conditions:</p> <p><input type="checkbox"/> Clear <input type="checkbox"/> Wind</p> <p><input type="checkbox"/> Rain <input type="checkbox"/> Cloudy</p> <p><input type="checkbox"/> Fog <input type="checkbox"/> Sleet</p> <p><input type="checkbox"/> Snow</p> | | <p>Roadway conditions:</p> <p><input type="checkbox"/> Dry <input type="checkbox"/> Mud</p> <p><input type="checkbox"/> Wet <input type="checkbox"/> Paved</p> <p><input type="checkbox"/> Snow <input type="checkbox"/> Unpaved</p> <p><input type="checkbox"/> Ice</p> | | <p>Light conditions:</p> <p><input type="checkbox"/> Night</p> <p><input type="checkbox"/> Day</p> <p><input type="checkbox"/> Good</p> <p><input type="checkbox"/> Poor</p> | | <p>Approximate temperature: _____ °F</p> <p>Estimated speed: _____ mph</p> <p>Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty</p> <p>What was load: _____</p> <p>Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> |

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

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____