

EXHIBIT 1

ONE ROOF COMMUNITY HOUSING & CITY OF DULUTH CENTRAL HILLSIDE COMMUNITY CENTER

LEASE & MANAGEMENT AGREEMENT

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, is 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 One Roof Community Housing, a Minnesota 501(c)(3) non-profit organization, hereinafter referred to as “One Roof.”

WHEREAS, the City owns the Central Hillside Community Center together with the adjoining property, various fixtures and personal property contained therein, located at 12 East 4th Street Duluth, Minnesota 55805 (“Community Center”); and

WHEREAS, One Roof is a 501(c)(3) nonprofit corporation duly organized and existing under the laws of the State of Minnesota; and

WHEREAS, One Roof’s Mission (“Mission”) is to enrich lives and communities, one home at a time. One Roof makes home a better place by helping lower income people find and fix their homes and providing housing development services to the Duluth community; and

WHEREAS, One Roof desires to lease Community Center for advancement of its Mission and related services to the Duluth community (“Services”) as set forth herein; and

WHEREAS, the City desires to lease Community Center to One Roof for One Roof’s use and management thereof.

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. PROPERTY

A. City agrees to lease to One Roof the following space within the Community Center located at 12 East 4th Street Duluth, Minnesota 55805 and adjoining sidewalks that are further depicted and described on Exhibit A attached hereto and incorporated into this Agreement by reference (hereinafter “Leased Premises”).

B. Exclusive Use. One Roof shall have exclusive use of the following rooms as further depicted on Exhibit B attached hereto and incorporated into this Agreement by reference:

1. Lower Floor: Office C (#010), Office D (#011), Office E (#012), Storage (#014), Office F (#007), Office B (#003), Office B.1 (#003.1), Open Space (#004), and a portion of the Storage (#015).

2. Upper Floor: Corridor/Reception #104, Open Office 1 #105, Office 2 #106, Office 3 #107, Office 4 #108, Office 5 #109, Office 6 #110, Work/IT #111, Storage #112, Storage #113.

3. One Roof's Exclusive Use space specifically excludes the Community Center's parking lot, City sidewalks and surrounding green space and those rooms or areas that are exclusively leased by City (#001) and another tenant of the Leased Premises (#118 and 117). One Roof acknowledges and understands that the Community Center's parking lot and surrounding green space are open to the general public.

C. Non-Exclusive Use. Lessee may utilize any other classroom or conference room space within the Community Center at no charge so long as such space is not occupied or rented to another user group.

D. One Roof is taking the Community Center and Leased Premises "as is," in their present physical condition, and the City makes no warranty, either express or implied, that the Community Center or the Leased Premises are suitable for any purpose, including One Roof's Mission and Services.

E. One Roof's use of the Community Center and Leased Premises shall be limited to conducting its Mission and Services. However, One Roof shall be responsible for all activities arising out of, related to, or associated with One Roof's use, management, and operations of Community Center and Leased Premises.

II. LEASE FEE

A. One Roof shall lease the Leased Premises from City at a reduced cost. The consideration for the Lease at lower than market value shall instead be the improved value of Leased Premises and public benefit provided by One Roof via its Mission and Services and management of the Community Center. This reduced lease rate is specifically conditioned upon One Roof's continuation of its Services and management of the Community Center throughout the term of this Agreement. For the foregoing reasons, the City agrees to a lease fee downward from the City's current calculated lease market price of \$14.00 per square foot.

B. For the period March 1, 2017 through December 31, 2017, Lessee shall pay to the City Seventeen Thousand Two Hundred Thirty-eight Dollars and 70/100ths (\$17,238.70). Rent shall be due and payable to City in full in ten (10) equal monthly installments of \$1,723.87 each due and payable on or before the first day of each month.

C. For the period January 1, 2018 through December 31, 2018, One Roof shall pay a reduced lease fee of \$5.25 per square foot for office space and \$3.00 per square foot for storage space on the lower level of the Leased Premises. Lessee shall pay to the City Twenty-five Thousand One Hundred Ninety-nine and 25/100ths Dollars (\$25,199.25). Rent shall be due and payable to City in full or before January 1, 2018 or in twelve (12) equal monthly installments of \$2,099.94 each due and payable on or before the first day of each month. Thereafter, rent shall increase three percent (3%) for the period January 1, 2019 through December 31, 2019.

C. All payments made to the City shall be mailed to the City Treasurer, Room 105 City Hall, 411 W. 1st Street, Duluth, MN 55802. Lease proceeds shall be deposited in Fund 205-130-1219-4803 (Parks Fund, Community Resources, Parks Operating, Rent Revenues).

III. TERM

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall be deemed to commence on March 1, 2017, and shall expire on the end of the day on December 31, 2019.

IV. EARLY TERMINATION OR EXPIRATION OF AGREEMENT

A. Abandonment. City may terminate this Agreement with sixty (60) days written notice to One Roof if City determines that One Roof has abandoned Community Center or Leased Premises or stopped providing Services on the Leased Premises, or both.

B. For Cause. City may terminate this Agreement for the material breach by One Roof 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.

C. Without Cause. This Agreement may be terminated without cause by either party by serving at least one hundred eighty (180) days' written notice upon the other.

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

E. Surrender Possession.

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

2. Prior to expiration of Agreement Term or within fourteen (14) days of early termination, whichever occurs first, One Roof may remove any personal property from Community Center. These removed personal property shall remain exclusive property of One Roof.

3. All personal property remaining at Community Center and Leased Premises upon expiration of Agreement Term or after fourteen (14) days of early termination, whichever occurs first, shall become exclusive property of City.

V. OPERATION & MAINTENANCE

A. One Roof shall be responsible for the general management of the Community Center, including the Leased Premises. This includes adjoining steps, sidewalks, parking areas, and walkways.

B. One Roof shall be solely responsible for managing public use of the Community Center. One Roof's responsibilities shall include, but not be limited to, the following:

1. Scheduling recreational and community events and programs (each an "Event"). One Roof may rent any portion of the Community Center to private groups, clubs or parties and may, at its discretion, charge a rental fee. The rental fee for each Event shall be comparable to rental prices charged under similar circumstance in the community and shall be subject to approval by the City Property and Facilities Manager, or his/her designee ("Manager"). One Roof shall have the right to retain all rental fees. All such rentals shall be documented by a written rental agreement, which form of the rental agreement shall be approved by the City Attorney prior to its use by One Roof.

2. Maintaining a master calendar ("Master Calendar") of all such rentals. The Master Calendar shall be provided to the City's Manager, or his/her designee, on or before the 1st day of each month.

3. Collecting the rental fees and deposits, if applicable. Said fees and deposits shall be separately managed and/or accounted for by One Roof in order to identify funds received or expended in the operation and maintenance of the Community Center.

4. Managing, overseeing and supervising these rentals and all user groups (including guests, invitees and agents thereof) of the Premises.

5. Ensuring renters and user groups' compliance with all rules and laws.

6. Ensuring that the renter/user group has obtained the appropriate alcohol permit from the City if the rental activity will include the consumption of alcoholic beverages and that all such consumption occurs in compliance with all laws regulating such consumption.

7. Providing janitorial services for the Community Center except for those areas of the Community Center occupied by another tenant or used by City. Providing, at its expense, those items required for daily operation and maintenance of the Premises, including but not limited to, interior light bulbs (except as otherwise provided by City as described in the City's Responsibilities section), paper products, plastic products (e.g., garbage bags), program equipment and supplies, minor repairs, etc. so as to maintain the Premises in a reasonable state of repair.

8. Providing, at its sole expense, wireless internet service and any telephone lines and telephones.

9. Removing snow and ice, and providing anti-slip treatment, on all sidewalks and pathways servicing the Community Center.

10. Maintaining, at its sole expense, the Community Center in good order and condition and state of repair, normal wear and tear excepted, including cleaning of interior windows of the Community Center.

11. Removing all litter or other waste and properly disposing and recycling of same into the proper waste disposal and recycling containers provided within the Community Center.

12. Providing, at its sole expense, all staff, equipment, and cleaning supplies necessary to carry out these provisions.

13. Complying with the City's verbal and written guidelines and instructions relating to recycling, energy efficiency, and maintenance applicable to Community Center.

14. Maintaining its own equipment in a safe and properly maintained manner at One Roof's sole expense.

15. Prohibiting the use of any unsafe or unmaintained equipment at Community Center.

C. One Roof shall be responsible for any losses or damages whatsoever caused by the negligence or intentional act of One Roof, or its employees, agents, Services participants, volunteers, invitee to the Community Center or to any City personal property or fixtures.

D. One Roof shall follow all established City verbal and written policies, procedures, and instructions regarding premises and/or building safety and security, including, but not limited to, securing exterior doors. One Roof shall immediately report any safety or security issues or concerns to City Police Department and City's Manager, or his/her designee.

E. One Roof shall prohibit smoking and use of tobacco products at Community Center by any person.

F. One Roof shall prohibit alcohol sale and consumption unless and until it verifies that prior permit or license has been obtained by user from the City prior to the Event.

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

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

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

J. One Roof shall not make structural changes to the Leased Premises or Community Center without the written permission of the City's Manager. The installation of telephone or internet service does not apply to this provision.

VI. ACCESS

A. City and Manager, or their designees, shall have unlimited access to the Community Center and Leased Premises during Agreement Term for the purposes of inspection and ensuring One Roof's compliance with Agreement. City shall provide One Roof with reasonable notice if accessing the Leased Premises and shall only access the Leased Premises after business hours in the event of an emergency. One Roof shall not change the locks or otherwise prohibit or inhibit City or Manager access to any portion of the Leased Premises.

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

C. One Roof shall not make copies of Leased Premises keys. All keys shall be promptly returned to the City's Manager upon termination or expiration of this Agreement.

D. Notwithstanding anything contained herein, during such times when City-wide voting or elections are held, One Roof shall make available those portions of the Leased Premises designated by the City Clerk for this purpose. Generally, elections are held the second Tuesday in September and the first Tuesday of November. The City shall provide One Roof with thirty (30) days written notice prior to any non-scheduled or Special Election. One Roof agrees that use of the Leased Premises by the City as a voting place takes precedence over any prior commitment One Roof may have scheduled for such election dates. One Roof shall not hinder, obstruct, or interfere in any way with City's access or use of the Leased Premises for this purpose.

VII. ALTERATIONS OR IMPROVEMENTS

A. One Roof shall not make any alterations or improvements to the Community Center 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. One Roof agrees to pay to the City upon demand the reasonable costs incurred by City to repair any damage done to the Community Center by One Roof, its employees, volunteers, servants, agents, contractors, invitees, and licensees during the term of this Agreement.

B. One Roof may, at its sole cost and expense, make suitable improvements or alterations to the Community Center 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, One Roof 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. One Roof agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Premises, One Roof 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, One Roof shall have such coverage as will protect One Roof and the City against risk of loss or damage to the Community Center and any other property permanently located or exclusively used at the Community Center and against claims that may arise or result from the maintenance and use of the Community Center during the Agreement Term. One Roof 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. One Roof shall provide to Certificates of Insurance to City evidencing said insurance coverage. 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 Certificates of Insurance shall name City as additional insured.

B. City reserves the right to require One Roof 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.

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

D. The City shall not be liable to One Roof for any injury or damage resulting from any defect in the construction or condition of the Community Center nor for any damage that may result from the negligence of any other person whatsoever.

E. One Roof 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 One Roof, 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 One Roof, arising out of, related to or associated with the use, maintenance or operation of the Community Center by One Roof or performance of its obligations under this Agreement.

IX. RECORDS RETENTION

One Roof agrees to maintain all Services and Community Center records during the term of the Agreement and for six (6) years after its termination, cancellation, or expiration.

X. INDEPENDENT RELATIONSHIP

A. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting One Roof 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. One Roof 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 One Roof's employees or agents while so engaged shall in no way be the responsibility of City.

XI. NO ASSIGNMENT ALLOWED

One Roof shall not in any way assign or transfer its rights or interests under this Agreement or sublet the Leased Premises or any portion thereof.

XII. LAWS, RULES AND REGULATIONS

A. During the term of this Agreement, One Roof agrees to conduct its activities related to its Services and the Community Center 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.

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

XIII. TAXES

One Roof 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 One Roof's lease or operations of the Community Center, including real property and sales taxes, if applicable. It is further agreed that City may pay the same on behalf of One Roof and immediately collect the same from One Roof, or reduce any amount owed to One Roof by City pursuant to this Agreement. One Roof 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.

XIV. GOVERNMENT DATA PRACTICES

A. One Roof 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 One Roof under this Agreement, including Program.

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

XV. 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.

XVI. 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.

XVII. NOTICES

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

One Roof Housing
Attn: Executive Director
12 E. 4th Street
Duluth, MN 55805

City of Duluth
Attn: Property and Facilities Manager
1532 W. Michigan Street
Duluth, MN 55806

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

XVIII. COMPLIANCE WITH AGREEMENT

The rights of One Roof to lease, occupy, manage, and use the Community Center are subject to One Roof's compliance with the undertakings, provisions, covenants, and conditions herein.

XIX. 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.

XX. 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.

XXI. SEVERABILITY

One Roof 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.

XXII. 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.

XXIII. INCIDENT REPORTS

One Roof shall notify the City's Manager in writing of any incident of injury or loss or damage to the Community Center or any One Roof's participants or invitees occurring within the Property during the Term of this Agreement, except for damage to One Roof'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.

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 caused this agreement to be executed on the date shown below.

CITY OF DULUTH

By: _____
Mayor

ATTEST:

City Clerk

Dated: _____

Approved as to form:

City Attorney

Countersigned:

City Auditor

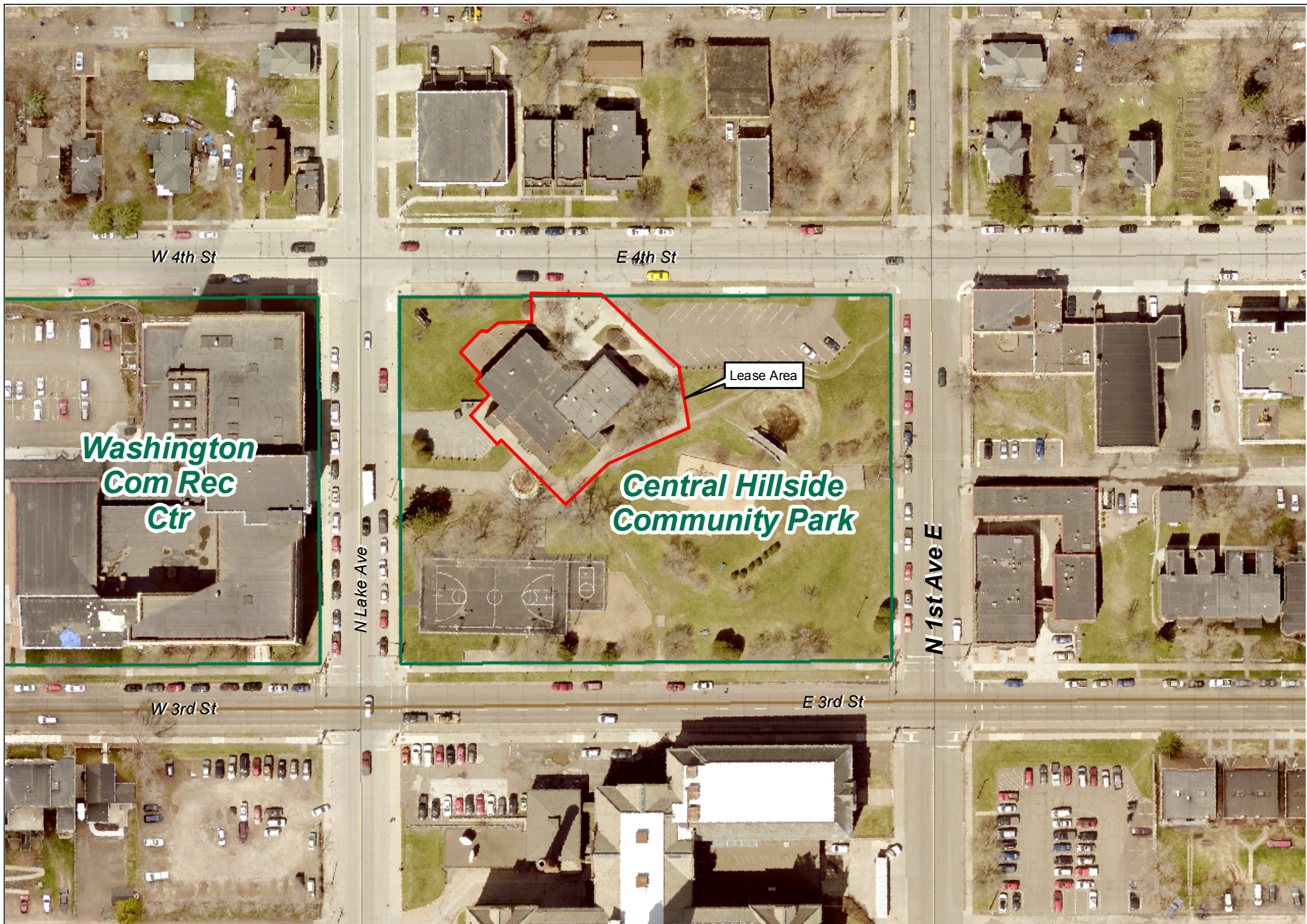
ONE ROOF COMMUNITY HOUSING

By: _____

Its: EXECUTIVE DIRECTOR
Authorized Representative

Printed Name: Jeffrey L. Corey

Dated: 3-2-17



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.

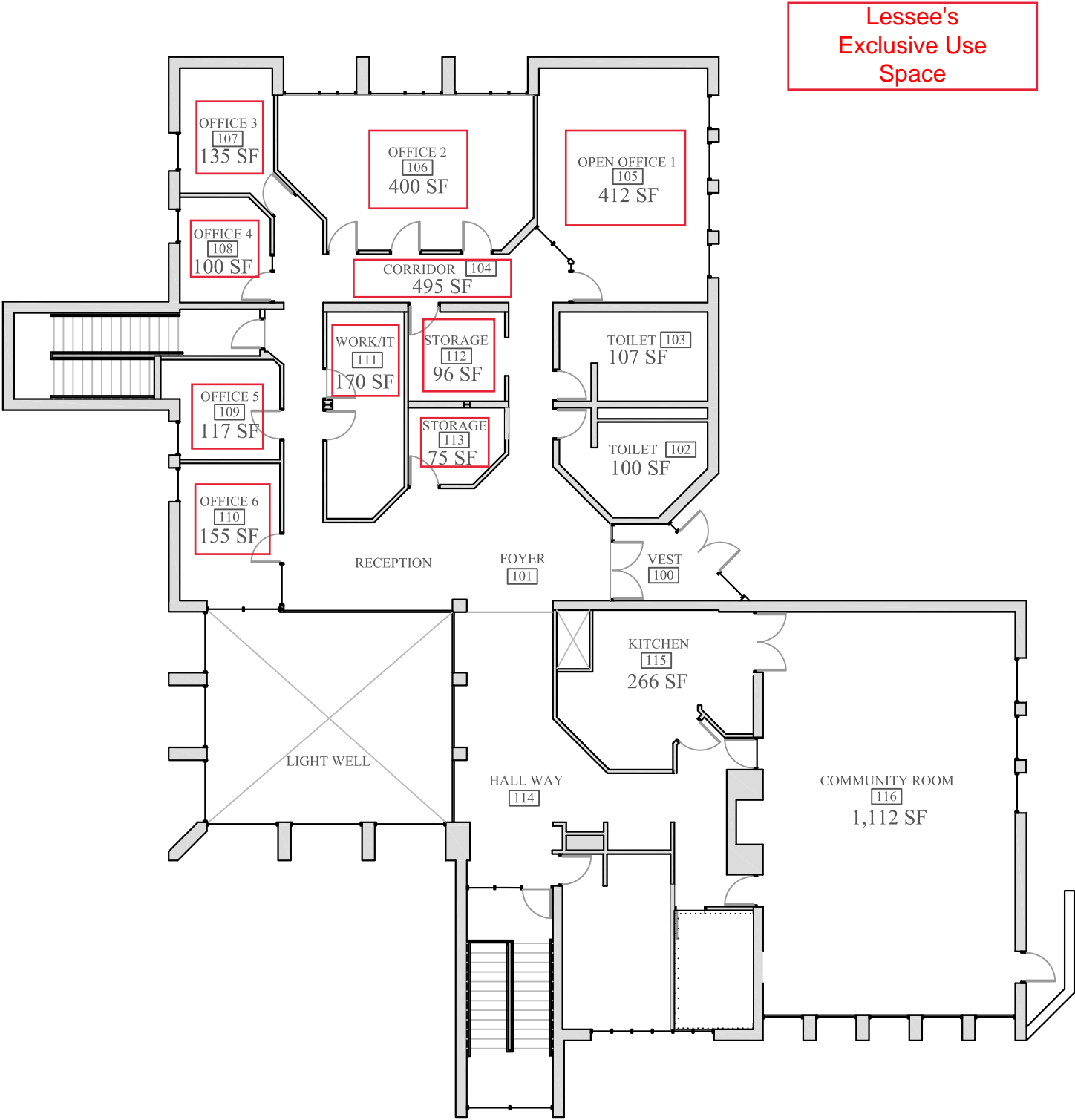
Exhibit A - Leased Premises

0 50 100 Feet
1 inch = 100 feet

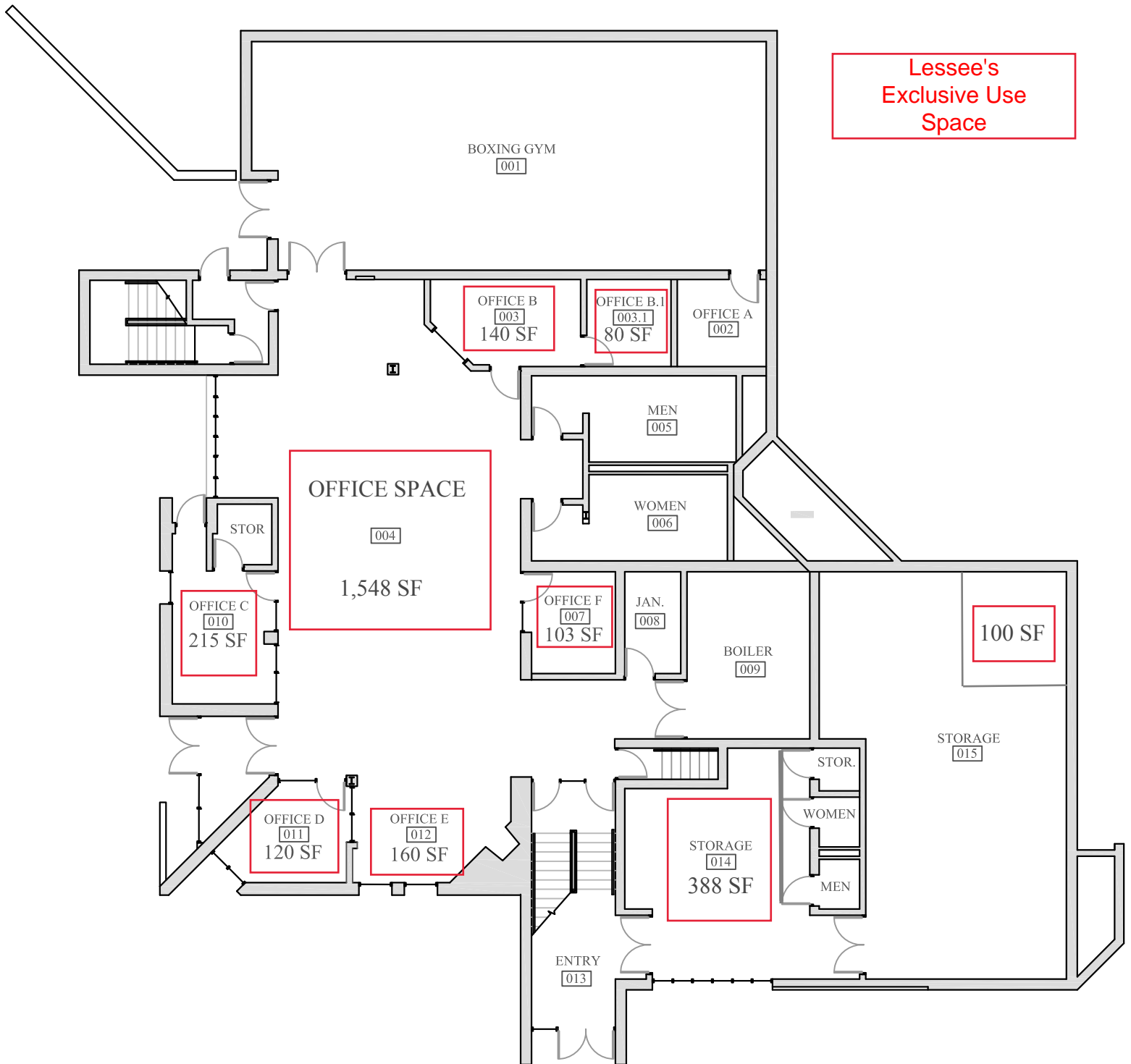
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Printed: 2/24/2017



EXHIBIT B



CHC - UPPER FLOOR PLAN



CHC - LOWER FLOOR PLAN



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:	

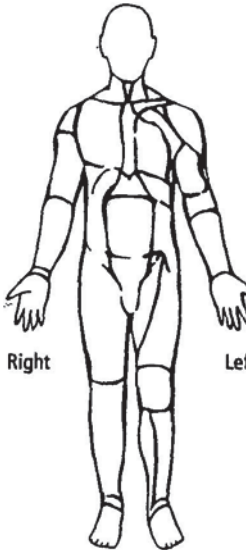
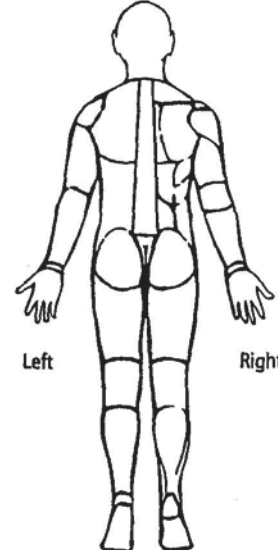
Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female

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?	

EXHIBIT D

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>  </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: _____			
Weather conditions: <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		Roadway conditions: <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		Light conditions: <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.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____