

EXHIBIT 1

AGREEMENT BETWEEN THE CITY OF DULUTH AND DULUTH AMATEUR HOCKEY ASSOCIATION

THIS AGREEMENT is by and between the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “City,” and the DULUTH AMATEUR HOCKEY ASSOCIATION, a Minnesota non-profit corporation, hereinafter referred to as “DAHA.”

WHEREAS, DAHA’s mission is to promote and inspire in youth the ideals of health, citizenship, and character; to bring area youth together through the common interest in sportsmanship, fair play, and fellowship; to impart to the game elements of safety, sanity, and intelligent supervision; and to keep the welfare of the player first and foremost, and entirely free of adult lust for glory (“Mission”); and

WHEREAS, DAHA carries out its Mission by organizing and providing youth an opportunity to participate and excel through the sport of hockey through its hockey program while building and developing sportsmanship, self-esteem, confidence, and respect for others (“Services”). DAHA has operated its Services for more than 50 years; and

WHEREAS, DAHA has ten rink member associations (hereinafter collectively referred to as the “Hockey Associations”): Congdon Lower Chester Association, Duluth Girl’s Hockey Association, Duluth Heights Amateur Hockey Association, Duluth Denfeld Hockey Association, Duluth East Youth Hockey Club, Gary-Morgan Park Hockey Association, Glen Avon Hockey Club, Piedmont Heights Amateur Hockey Association, Portman Recreation Association, and Woodland Amateur Hockey Association. In the 2016/2017 season, DAHA had a total of 68 teams and 745 players; and

WHEREAS, DAHA estimates that its Services provide a \$9 million economic benefit to Duluth; and

WHEREAS, the City owns various outdoor hockey properties together with the adjoining property, various fixtures, and personal property contained therein that have been used by DAHA to fulfill its Mission and provide its Services; and

WHEREAS, DAHA desires to continue using the City owned property and facilities for advancement of its mission and related services to the community during the winter-hockey seasons as set forth herein; and

WHEREAS, the City desires to allow DAHA to use the City premises as provided herein.

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

I. Administration.

For purposes of administering this Agreement, the City shall act through its Facilities & Property Manager or designee (the “Manager”). DAHA shall act through its Executive Director or designee (“DAHA Representative”).

II. Use of Leased Premises and Grant of Rights.

A. City agrees to lease to DAHA non-exclusive use of portions of city-owned real property, buildings, rinks, and all related equipment contained in and generally depicted on Exhibit A attached hereto and incorporated herein by reference (“Leased Premises”). Upon written agreement between the Manager and DAHA Representative, the parties may amend Exhibit A. The amended Exhibit A shall be attached to this Agreement. Notwithstanding the foregoing, City reserves the right to re-locate the rinks and related amenities on the Leased Premises to other comparable locations or sites throughout the Term of this Agreement upon written notice to DAHA.

B. DAHA is permitted to leave its personal property on the Leased Premises throughout the Term of this Agreement. DAHA is solely responsible for the proper storage of any of its personal property on the Leased Premises. City is not responsible for any damage, theft, and/or vandalism of DAHA’s personal property on the Leased Premises.

C. Notwithstanding the Term of this Agreement, DAHA’s use of the Leased Premises shall be between the dates of November 1 and March 31 during each year this Agreement remains in effect (“Winter Season”). DAHA may not use the Leased Premises outside of the Winter Season without securing prior written authorization from Manager, except for the storage of its personal property as described in the preceding paragraph.

D. All of DAHA’s activities on the Leased Premises shall be concluded by 10:00 p.m. with the exception of flooding of the rinks or special events. Special events are subject to the Manager’s approval.

E. DAHA may only utilize the Leased Premises to operate its Services and provide skating opportunities to the general public.

F. DAHA may operate concessions on the Leased Premises. If DAHA operates concessions, then it agrees to comply with all licensing requirements from the health departments of the State of Minnesota and County of St. Louis. DAHA is responsible to absorb all costs relating to the operation of the concessions, including paying all applicable license or permit fees. If required to do so, DAHA shall provide specialized disposal receptacles and related pick-up services through a competent vendor for the handling of liquid, oil, fatty, or other materials disposed of and requiring special and/or separate handling before, during, or after operation of the concessions.

G. The City makes no representation or warranty, either express or implied, that the Leased Premises are suitable for specific uses, and DAHA accepts the Leased Premises in an “as is” condition without representations or warranties of any kind so far as the Leased Premises is safe for public use. The City shall only be obligated to make alterations or improvements on or to the Leased Premises to make them safe for public use.

H. DAHA shall share in the use of the Leased Premises with community based groups, clubs, or organizations. The booking of the space will be handled by the City. The parties agree to coordinate their scheduling so as not to create unnecessary conflicts and to maximize the use of the particular facility.

I. DAHA acknowledges that the Leased Premises are multi-use facilities that require the cooperation of all users and coordination of activities. This cooperation includes shared parking, ingress and egress, amenities, and related improvements. DAHA acknowledges that the Manager shall ultimately determine the appropriate use of the site and improvements and shall prevail in any disputes between user groups.

J. DAHA shall not sublet any space(s) within the Leased Premises or assign any part of this Agreement without obtaining written approval of the Manager.

III. Lease Fee.

City shall permit DAHA to use and occupy the Leased Premises at no cost. The consideration for the Leased Premises shall instead be the public benefit provided by DAHA through its Services and related activities.

IV. Term and Termination.

A. Term. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on October 1, 2017 and expire on March 31, 2020 unless earlier terminated as provided for herein.

B. Termination.

1. Without Cause. Either party may terminate this Agreement without cause by providing at least ninety (90) days’ written notice upon the other.

2. For Cause. Should DAHA violate any of the provisions of this Agreement, City shall provide to DAHA written notice of such violation or default and shall allow DAHA thirty (30) days within which to cure or remedy any violations or defaults set forth therein. The notice shall identify the violation or default and the necessary actions to remedy the violation or default. If such violation or default is not cured or remedied within thirty (30) days, City may terminate this Agreement immediately by serving notice to DAHA in the manner described.

3. Immediately By City. City may terminate this Agreement immediately on notice to DAHA 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 DAHA's operations.

C. Surrender Possession.

1. Upon expiration or termination of this Agreement, whichever occurs first, DAHA agrees to surrender possession of said Leased Premises to City in as good condition and state of repair as said Leased Premises were in at the time DAHA took possession, reasonable wear and tear excepted.

2. DAHA agrees to restore the Leased Premises to its original condition at the time of execution of this Use Agreement, normal wear and tear and damage from the elements excepted, or, upon demand, pay to the City the reasonable costs incurred by City to repair any damage done to the Leased Premises by DAHA, its employees, servants, agents, contractors, invitees, and licensees during the Term of this Agreement.

3. Prior to expiration of this Agreement or within fourteen (14) days of early termination, whichever occurs first, DAHA may remove any personal property from the Leased Premises. The removed personal property shall remain exclusive property of DAHA. All personal property 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.

V. Maintenance and Operation.

The obligations of DAHA to provide youth hockey programming and public skating opportunities and to maintain the Leased Premises shall include, but not be limited to, the following:

A. Create a Rink Rules and Regulations policy to be implemented and enforced by DAHA ("Rules and Regulations"). The Rules and Regulations are subject to the Manager's review and approval, which approval shall not be unreasonably withheld.

B. Establish and maintain, subject to weather conditions, a public skating rink and further to provide public skating opportunities, at no cost, to anyone so desiring to participate in such activity and willing to follow the Rules and Regulations.

C. Maintain the Leased Premises in good order and condition and state of repair, normal wear and tear excepted. DAHA shall not be responsible for major or non-routine maintenance that requires a licensed or skilled tradesperson (e.g., plumber, electrician, carpenter, etc.). DAHA shall be responsible to:

1. Provide those items required for daily operation and maintenance of the Leased Premises, including but not limited to, interior light bulbs, paper products, plastic products (e.g.,

garbage bags), program equipment and supplies, minor repairs, etc. so as to maintain the Leased Premises in a reasonable state of repair.

2. Remove all litter or other waste from the Leased Premises, including the parking areas and other outdoor spaces, and properly disposing and recycling of same into the proper waste disposal and recycling containers provided within the Leased Premises.

3. Remove snow and ice from the walkways to the ice rinks and around hockey-related spaces to insure the safety of all building users.

4. Ensure cleanliness and building shut-down procedures (lights off, doors securely locked, etc.) on a daily basis following conclusion of programs and events.

5. Keep the Leased Premises free from rodents, insects, and other pests. City may require DAHA to contract with a pest exterminating contractor to exterminate as may be necessary and as may be directed by the City. The sole cost and expense of this service shall be the responsibility and obligation of DAHA. It is further agreed that City may pay a pest exterminating contractor on behalf of DAHA and immediately collect the same from DAHA, or reduce any amount owed to DAHA by City pursuant to this Agreement.

6. Work cooperatively in sharing the shared spaces with other community groups.

7. Include the City of Duluth as a partner of programs held at the Leased Premises on all marketing and promotional materials and signs.

8. Comply with the City's verbal and written guidelines and instructions relating to recycling, energy efficiency, and maintenance applicable to Leased Premises. DAHA may have appliances on the Leased Premises; however, DAHA shall obtain the Manager's approval prior to installation of any appliance on the Leased Premises. Further, DAHA acknowledges and agrees that any appliance on the Leased Premises must be energy star certified.

9. Maintain its own equipment in a safe, legal, and properly maintained manner at DAHA's sole expense. DAHA shall prohibit the use of any unsafe, illegal, or deficient equipment on Building.

10. Prohibit the use of any unsafe or unmaintained equipment at Leased Premises.

11. Provide, at its sole expense, all staff, equipment, and cleaning supplies necessary to carry out the provisions under this Section and DAHA's Services and related activities on the Leased Premises.

D. DAHA shall promptly notify the City of necessary major or non-routine repair work, including any repair work that requires a licensed or skilled tradesperson, so that the City can make the necessary repairs or arrange for a service provider of the City's choice to make the repairs.

E. DAHA agrees that any additional utilities or services, such as internet or cable television services, beyond the basic utilities provided by City as described in Section V.A. shall be the sole responsibility of DAHA.

F. DAHA shall be responsible for any losses or damages whatsoever caused by the negligence or intentional act of DAHA, or its employees, agents, Services participants, volunteers, invitee to the Leased Premises or to any City personal property or fixtures.

G. DAHA 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. DAHA shall immediately report any safety or security issues or concerns to City Police Department and City's Manager, or his/her designee.

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

I. DAHA shall provide the Manager with a current list of all key holders to the Leased Premises including contact information. DAHA will update the list as necessary or upon the request of the Manager.

J. On or before December 1 of each year, develop and submit rink schedules to Manager for review and approval. The rink schedules must include at least twenty-five (25) hours of supervised rink time per week including at least one day on the weekend where the Leased Premises shall be open and operational for skate changing and bathroom access. The rink schedule shall also include expanded hours of operation during school breaks. Upon approval of the rink schedule, DAHA shall post a copy of the rink schedule on its website and in one or more conspicuous locations (inside and outside) on the applicable Leased Premises. DAHA shall notify the Manager of any changes to the posted schedule.

K. Provide adult supervision at all times while the Leased Premises are open to the general public. DAHA shall provide the Manager with the name(s) and contact information of any on-site supervisors and rink managers responsible for the operation of the programming and supervision of the activities on the Leased Premises. DAHA shall keep the Manager apprised of all scheduling issues or concerns to ensure that the Leased Premises are properly supervised and the Rules and Regulations enforced. However, DAHA acknowledges and agrees that it is solely responsible to supervise its activities, programs, events and participants.

VI. City Responsibilities.

City shall be responsible for the following:

A. Payment of a reasonable level of basic utilities (water, gas, sewer, and electric), including the existing local telephone line and trash collection services.

B. Except as otherwise provided for in Exhibit A, perform necessary major repairs and non-routine maintenance to the structural and mechanical components of all existing buildings and plumbing and electrical systems. Non-routine maintenance shall be defined as major system replacement repair items or replacement of whole systems, major building and/or assembly or upgrade of any fixed asset, road repair, locks and key changes, and winterizing water systems.

C. Provide reasonable access to water for making ice.

D. Assist to the extent allowed by available manpower, equipment and other snow removal priorities with snow removal from the parking areas and rinks after snow events of 12 inches or more.

E. Allow DAHA adequate and proper access to the Leased Premises for the purpose of setting up and taking down their hockey and pleasure skating programs.

VII. Alterations or Improvements.

A. DAHA 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. This provision includes the delivery, installation, and/or storage of any temporary or permanent containers or structures on the Leased Premises. DAHA agrees to pay to the City upon demand the reasonable costs incurred by City to repair any damage done to the Leased Premises by DAHA, its employees, volunteers, servants, agents, contractors, invitees, and licensees during the term of this Agreement.

B. DAHA 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, DAHA 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 B. 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. Project Proposal Requests may be submitted by DAHA Representative or from Hockey Associations. However, if a Project Proposal Request is submitted by a Hockey Association, the Hockey Association must notify the DAHA Representative of such Project Proposal Request.

D. DAHA agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Premises, DAHA 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.

E. DAHA shall be responsible for operational costs and maintenance of any such improvements, installations, and facilities and shall operate them in a safe manner.

VIII. Communications.

A. 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 regarding services or other activities contemplated under this Agreement.

B. All communications between the City, DAHA and Hockey Associations shall be directly between the Manager and DAHA Representative.

C. The parties agree to meet before the season begins and after the season concludes to jointly inspect the Leased Premises to inventory the Leased Premises are in all respects in proper condition and, if necessary, to review the terms and conditions of this Agreement.

IX. Insurance and Indemnification.

A. During the term of this Agreement, DAHA shall have such coverage as will protect DAHA and the City against risk of loss or damage to the Leased Premises and any other property permanently located or exclusively used at the Leased Premises and against claims that may arise or result from the maintenance and use of the Leased Premises during the Agreement Term. DAHA 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. DAHA 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 DAHA 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 DAHA's interests and liabilities.

D. The City shall not be liable to DAHA for any 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.

E. DAHA 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 DAHA, 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 DAHA, arising out of, related to or associated with the use, maintenance or operation of the Leased Premises by DAHA or performance of its obligations under this Agreement.

X. Financials, Reporting, and Records Retention.

A. DAHA shall comply with the Reporting Requirements outlined in Exhibit C attached hereto and incorporated herein by reference.

B. DAHA agrees that, as provided in Minn. Stat. § 16C.05, Subd. 5, all DAHA books, records, documents, and accounting procedures and practices related to the operation of the Premises are subject to examination by the City or the State Auditor for six (6) years from the date of termination or expiration of this agreement. Upon twenty-four (24) hours advance notice by City, DAHA shall provide all requested financial information.

A. DAHA agrees to maintain all Services and Leased Premises records during the term of the Agreement and for six (6) years after its termination, cancellation, or expiration.

XI. Notices.

Unless otherwise provided herein, notice to the City or DAHA 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 & Facilities Manager
1532 West Michigan Street
Duluth, MN 55806
(218) 730-4430

DAHA
Attn: Executive Director
120 S. 30th Ave. West
Duluth, MN 55806
(218) 728-8000

XII. Access.

A. City may schedule activities and events on or at the Leased Premises when not in use by DAHA and shall not be charged any fee for such use.

B. 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 DAHA's compliance with Agreement. DAHA shall not change the locks or otherwise prohibit or inhibit City or Manager access to any portion of the Leased Premises.

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

D. DAHA 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.

XIII. Compliance with Laws.

A. DAHA shall make its Services provided under this Agreement 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. DAHA shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Leased Premises.

C. DAHA agrees to operate the Leased Premises and its Services and related activities in compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

D. DAHA shall procure at its sole expense all licenses and permits necessary for carrying out the provisions of this Agreement and operating its Services on the Leased Premises.

XIV. Smoking, Tobacco, & Alcohol Use.

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

XV. Taxes.

DAHA 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 DAHA'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 DAHA and immediately collect the same from DAHA, or reduce any amount owed to DAHA by City pursuant to this Agreement. DAHA 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. Government Data Practices.

A. DAHA 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 DAHA under this Agreement, including Program.

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

XVII. Incident Reports.

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

XVIII. 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 DAHA 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. DAHA 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 DAHA's employees or agents while so engaged shall in no way be the responsibility of City.

XIX. General Provisions.

A. Nothing in this Agreement is intended to or should be construed as a waiver by the City of any immunities, defenses or other limitations on liability to which the City is entitled by law, including, but not limited to, the liability limits under Minnesota Statutes Chapter 466.

B. By this agreement the parties do not create a principle/agent relationship. DAHA will not be deemed as acting as an agent of the City nor will it be deemed as acting in an official capacity. DAHA is a user of the Leased Premises and shall not represent itself as an agent of the City.

C. The waiver by the City or DAHA 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 laws 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. The parties 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, 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.

F. 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.

G. Prior to execution of this Agreement by the City, DAHA 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. City officials are granted the authority to refuse to execute this Agreement upon default by DAHA of the requirements of this paragraph.

H. This Agreement may be amended only by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed to be original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

I. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their 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.

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

K. 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.

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

CITY OF DULUTH

DULUTH AMATEUR HOCKEY
ASSOCIATION

By: _____
Mayor

By: _____

Attest: _____
City Clerk

Printed Name: _____

Dated: _____

Its: _____

Countersigned:

Dated: _____

City Auditor

Approved as to form:

City Attorney

EXHIBIT A
LEASED PREMISES

Congdon Lower Chester
1417 East 5th Street

Indoor Space used by hockey

Community Center

Zamboni Garage/storage shed

Outdoor Space used by hockey

For the 2017-18 hockey season, the location of the two hockey rinks and one pleasure rink are depicted on the following page, within the boundary as generally outlined in red on attached Congdon Lower Chester exhibit map. The locations of the rinks in subsequent years will be determined in the final, council-approved mini master plan.

City Responsibilities

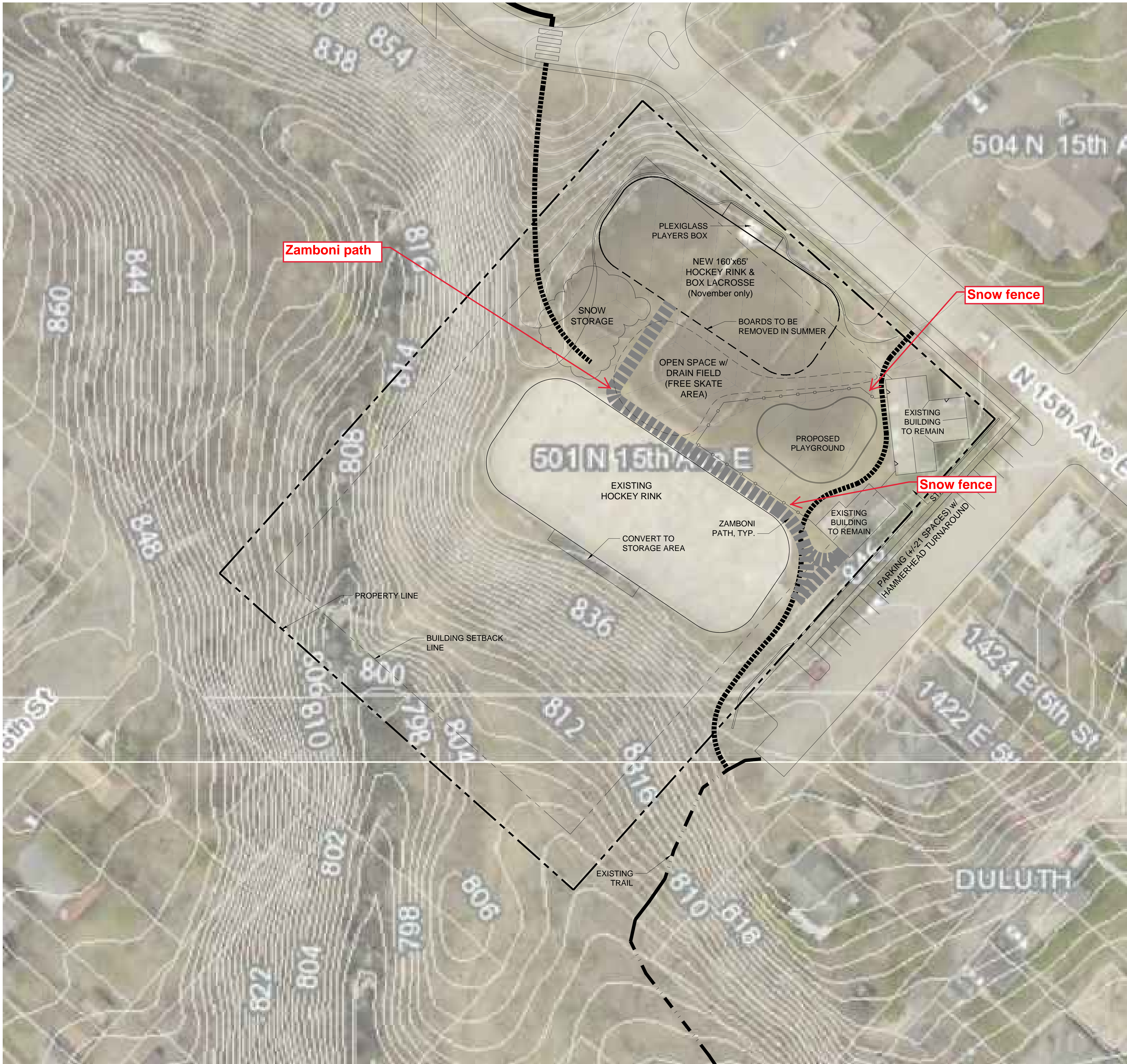
Snow pile removal dependent on need, availability of city staff and equipment, and special written request

Congdon Hockey Responsibilities

End of season clean-up of facility and hockey grounds

Annual installation and removal of boards of secondary rink at the beginning and end of each season, as the location and responsibilities for the secondary rink are determined in the final, council-approved mini master plan

Aug 28, 2017, 1:25pm
P:\1710 - Lower Chester Mini-Master Plan Update\844-17010 - Lower Chester Mini-MP.dwg



LANDSCAPE ARCHITECTURE

+ ASSOCIATES

WWW.SASLANDARCH.COM

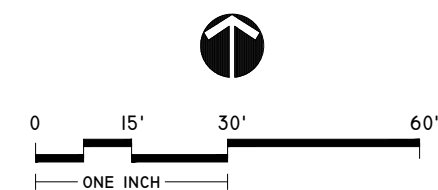
219 WEST FIRST STREET, SUITE 350
DULUTH, MN 55802
(P) 218.391.1335
(F) 218.722.6697

COPYRIGHT 2017 - ALL DRAWN AND WRITTEN
INFORMATION APPEARING HEREIN SHALL NOT BE
DUPLICATED, DISCLOSED OR OTHERWISE USED
WITHOUT WRITTEN CONSENT OF
SAS+ASSOCIATES.

ISSUE RECORD/REVISION	
PURPOSE	DATE

LOWER CHESTER PARK MINI MASTER PLAN UPDATE

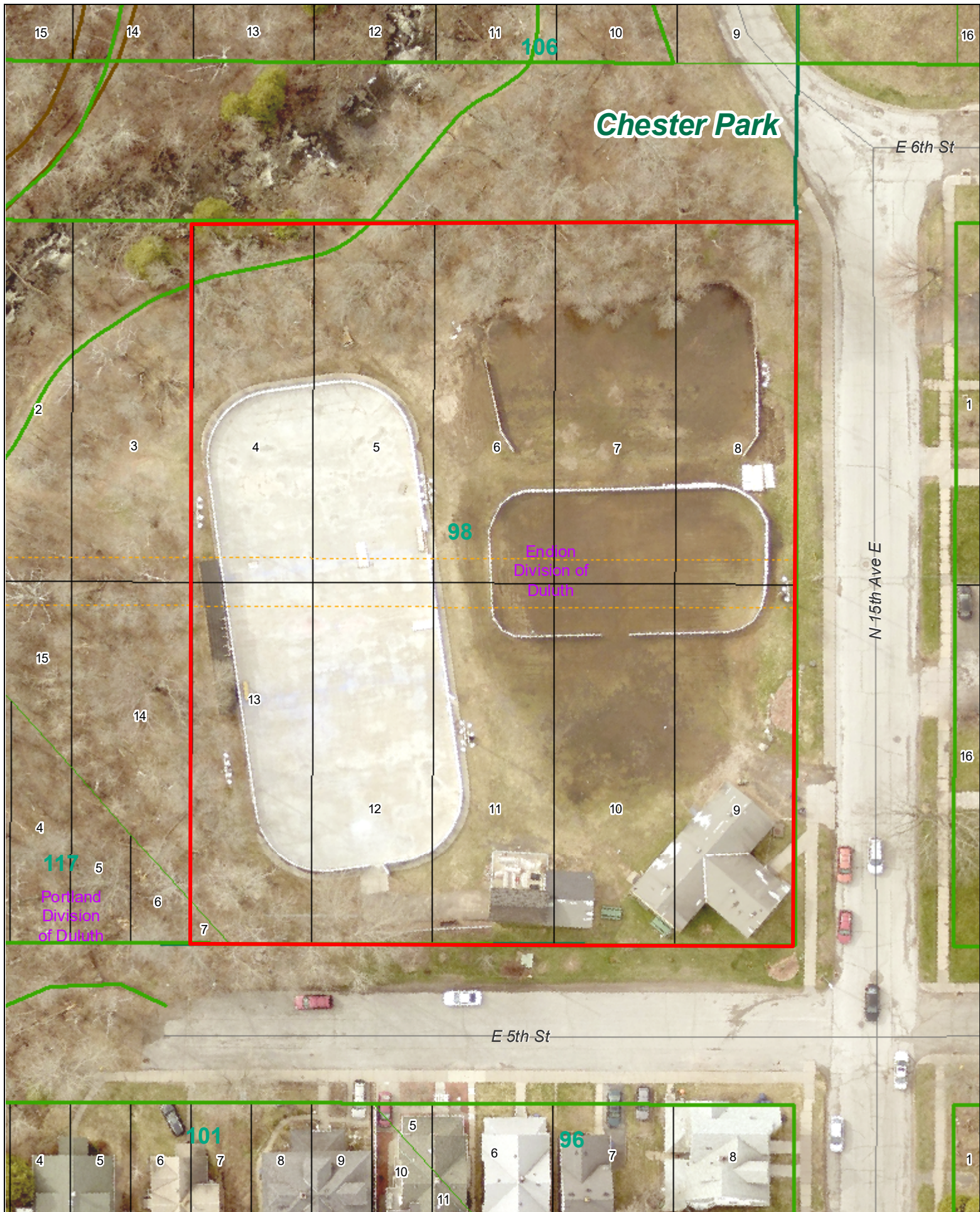
CITY OF DULUTH,
MINNESOTA



SHEET KEY

SHEET TITLE
CONCEPT PLAN

DATE:	8/15/17
DRAWN BY:	AMA
CHECKED BY:	LWS
PROJECT NUMBER	17010
SHEET NUMBER	C-I



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.

DAHA Congdon/Lower Chester



photo date: 2016
Printed: 9/21/2017

0 25 50 Feet
1 inch = 50 feet



Duluth Heights
33 West Mulberry Street

Indoor Space used by hockey

Lower Level of Community Center

Outdoor Space used by hockey

Outlined in red on the attached Duluth Heights exhibit map

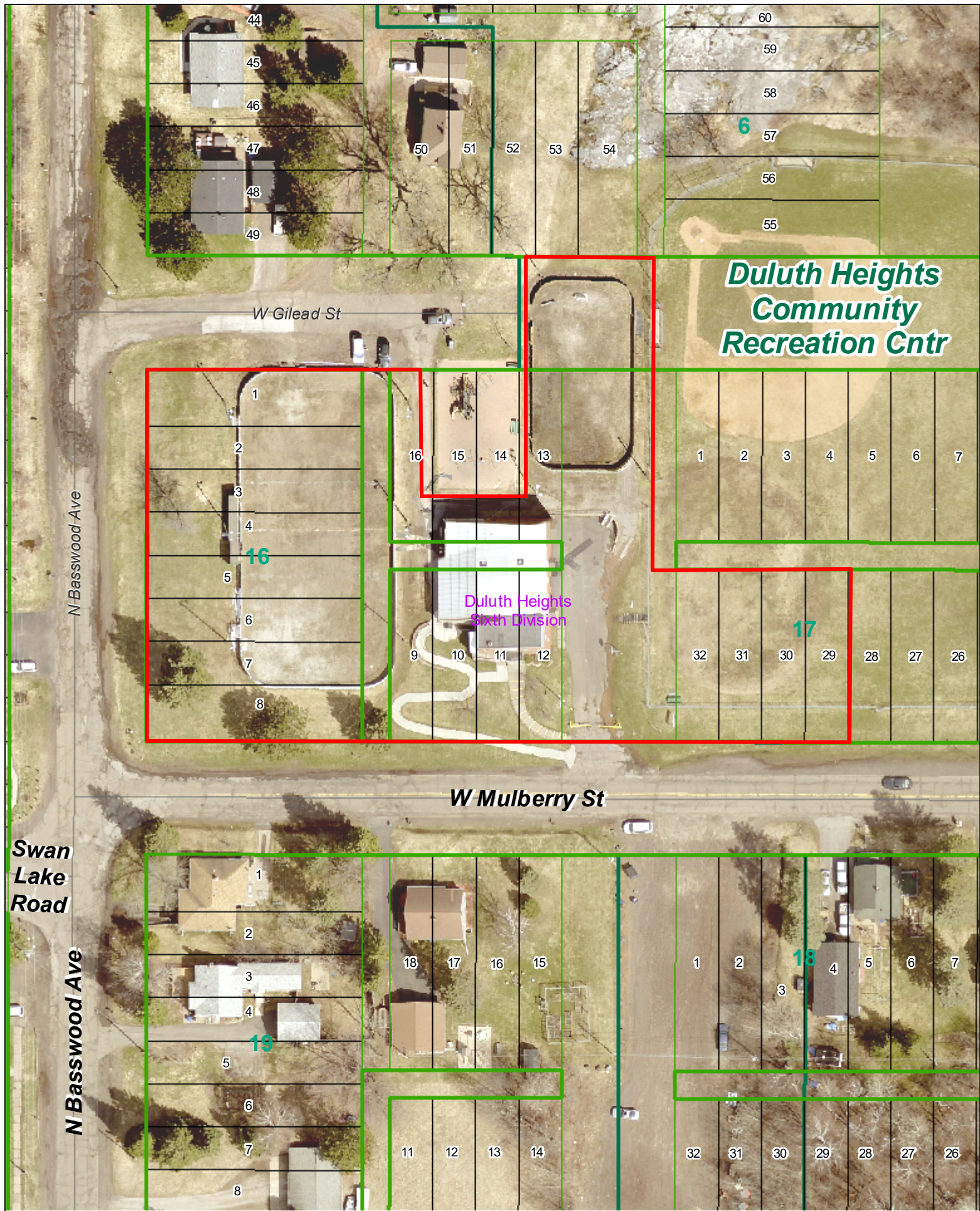
City Responsibilities

Snow plowing of W. Mulberry St. parking lot and clearing of walkways to building as shown on Duluth Heights exhibit map

Snow pile removal dependent on need, availability of city staff and equipment, and special written request

Duluth Heights Hockey Responsibilities

End of season clean-up of facility and hockey grounds



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.

DAHA **Duluth Heights**



photo date: 2016
Printed: 9/21/2017

0 35 70 Feet
1 inch = 70 feet



Gary/Morgan Park
1242 88th Avenue West

Indoor Space used by hockey

1/3 of Community Center Building

Zamboni garage/storage shed

Outdoor Space used by hockey

Outlined in red on the Gary/Morgan Park exhibit map

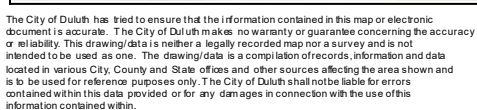
City Responsibilities

Snow plowing of entry driveway and parking areas as shown on the Gary/Morgan Park exhibit map

Snow pile removal dependent on need, availability of city staff and equipment, and special written request

Gary/Morgan Park Hockey Responsibilities

End of season clean-up of facility and hockey grounds



22

0 50 100 Feet

1 inch = 100 feet



Glen Avon
2401 Woodland Avenue

Indoor Space used by hockey

Concession Building

Zamboni garage/storage shed

Outdoor Space used by hockey

Outlined in red on the attached Glen Avon exhibit map

City Responsibilities

Snow pile removal dependent on need, availability of city staff and equipment, and special written request

Glen Avon Hockey Responsibilities

End of season clean-up of facility and hockey grounds



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.

DAHA Glen Avon



photo date: 2016
Printed: 9/21/2017

0 50 100 Feet
1 inch = 100 feet



Piedmont
2302 West 23rd Street

Indoor Space used by hockey

Downstairs of building only

Upstairs is used at times, but mainly as community center

Zamboni garage/storage shed

Outdoor Space used by hockey

Outlined in red on the attached Piedmont exhibit map

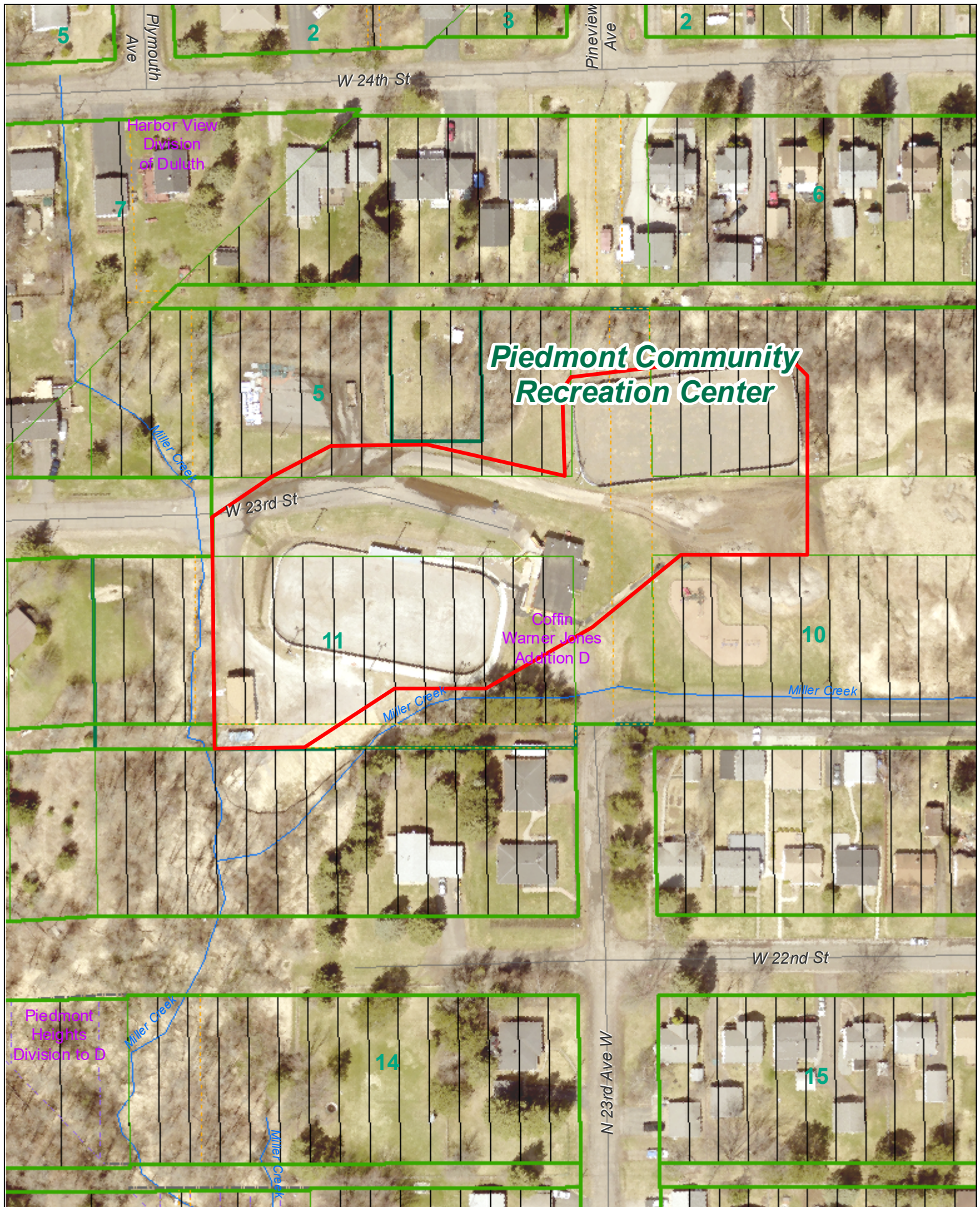
City Responsibilities

Snow plowing of upper and lower parking lots as shown on Piedmont exhibit map

Snow pile removal dependent on need, availability of city staff and equipment, and special written request

Piedmont Hockey Responsibilities

End of season clean-up of facility and hockey grounds



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.

DAHA Piedmont



photo date: 2016
Printed: 9/21/2017

0 50 100 Feet
1 inch = 100 feet



**Portman
4601 McCulloch Street**

Indoor Space used by hockey

Upstairs is used at times, but mainly as community center/senior center

Downstairs is hockey during winter, but also T-ball in summer

Two Zamboni Garages/storage sheds

Outdoor Space used by hockey

Outlined in red on the attached Portman exhibit map

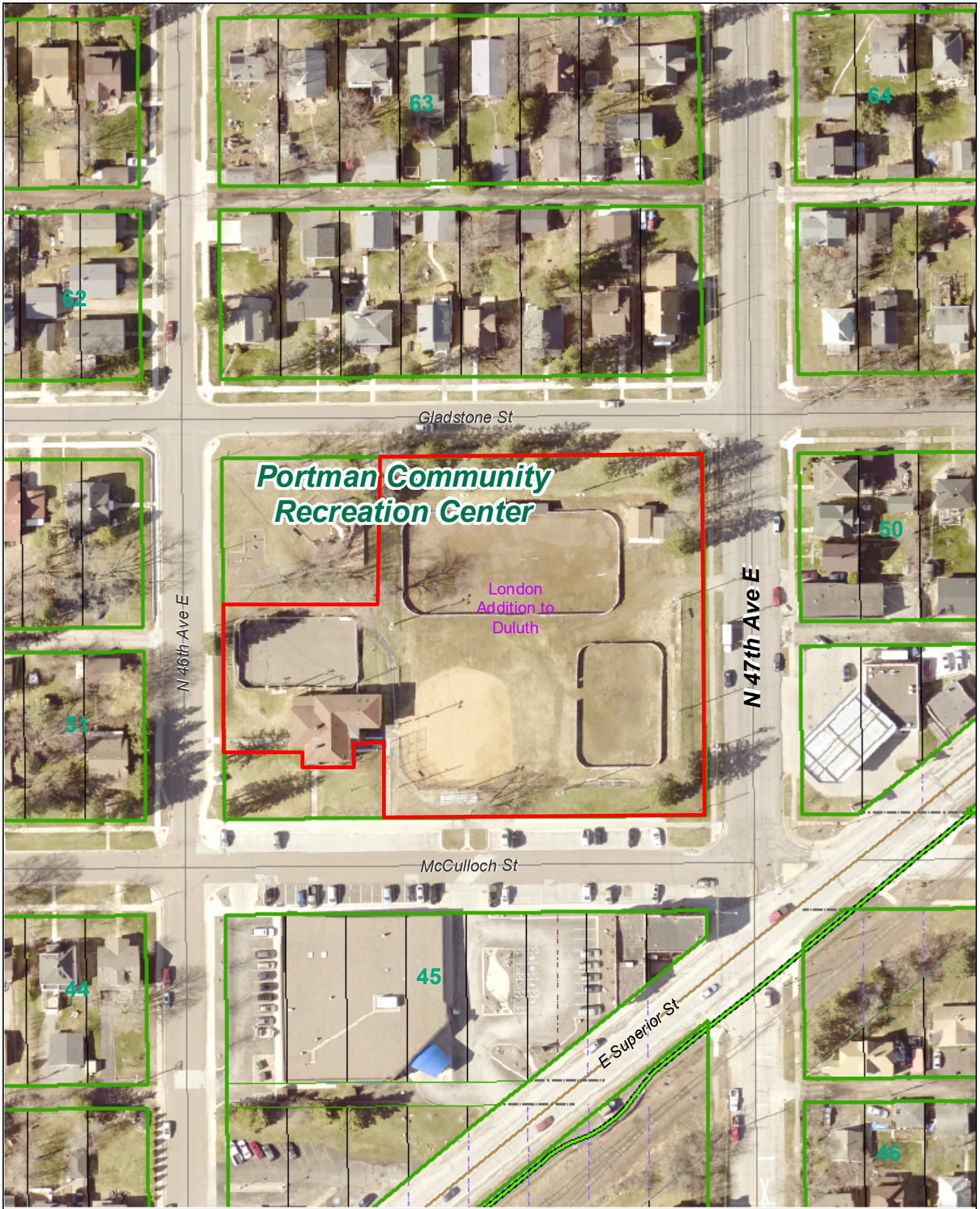
City Responsibilities

Snow pile removal dependent on need, availability of city staff and equipment, and special written request

Installation and take-down of some of the hockey boards at the beginning and end of each season

Portman Hockey Responsibilities

End of season clean-up of facility and hockey grounds

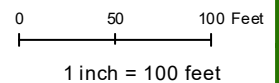


The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used 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.

DAHA Portman



photo date: 2016
Printed: 9/21/2017



Woodland
3211 Allendale Avenue

Indoor Space used by hockey

Lower Level community center

Zamboni garage/storage shed

Outdoor Space used by hockey

Outlined in red on the attached Woodland exhibit map

City Responsibilities

Snow plowing of upper parking lot as shown on Woodland exhibit map

Snow pile removal dependent on need, availability of city staff and equipment, and special written request

Woodland Hockey Responsibilities

End of season clean-up of community center and hockey grounds


$$\frac{A}{Z}$$

0 50 100 Feet

1 inch = 100 feet





EXHIBIT B

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 C

REPORTING REQUIREMENTS

- A. On or before October 1st of each year, a report to include a list of the prior year's Program participants, any rental uses of the Premises, and any other information regarding the use of the Premises as the Manager may request from time to time.
- B. On or before October 1st of each year, a current listing of all DAHA officers, board members, and a designation of the official contact person responsible for the administration of this agreement (including day-to-day scheduling and maintenance duties) along with addresses and phone numbers.
- C. On or before October 1st of each year, a current copy of DAHA's By-Laws, Articles of Incorporation, Constitution, or other document which defines DAHA as a viable Minnesota non-profit organization.
- D. Current /updated Certificate of Insurance for each year of this Agreement, including any insurance provided by USA Hockey Association.
- E. Provide a Form 990 (informational return) filed annually with the IRS.

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.

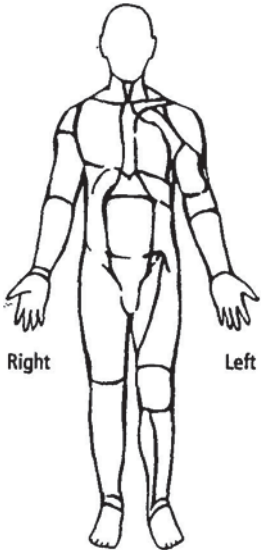
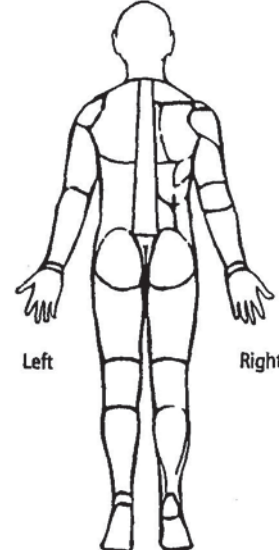
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury 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: _____