

EXHIBIT 1

WADE STADIUM NON-EXCLUSIVE USE AGREEMENT

THIS USE AGREEMENT (this “Agreement”), by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota (the “City”) and the College of St. Scholastica, Inc., a Minnesota non-profit corporation (“User Group”).

WHEREAS, the City is the owner of a baseball stadium facility located generally at 34th Avenue West and Second Street in the City of Duluth, St. Louis County, Minnesota, commonly known as “Wade Stadium,” which includes a walled baseball field, dugouts, bullpens, parking, and a grandstand that contains public seating, washrooms, and ticketing facilities. Wade Stadium and the foregoing amenities are shown on the attached Exhibit A and are collectively referred to in this Agreement as the “Stadium.”

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

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

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

I. ADMINISTRATION.

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

II. HUSKIES LEASE.

User Group acknowledges that certain rights to use the Stadium are currently leased, under a separate agreement (the “Huskies Lease”), to the Northwoods League, Inc. and RPK Baseball, LLC (collectively referred to as the “Huskies”) for a summer collegiate baseball league. The Huskies Lease constitutes a prior and superior commitment for use of the Stadium, and User Group acknowledges receipt of a copy of the Huskies Lease. It is specifically understood that, to the extent that any terms or conditions of this Agreement conflict irreconcilably with the Huskies Lease, the terms of this Agreement shall be subordinate to the terms and conditions of the Huskies Lease.

III. GRANT OF RIGHTS.

A. Subject to the terms and conditions of this Agreement, the City grants to User Group the right to use (i) the Stadium (except as set forth below), and (2) one stationary batting cage, one portable batting cage and the automatic scoreboard and public address sound system (collectively referred to as the “Equipment,”), for the playing of baseball and other activities directly connected to baseball. User Group’s use of the Stadium shall not include access to or the use of the concession areas shown on Exhibit A. In addition, User Group shall have exclusive use

of the "Visiting Team Clubhouse" as shown on Exhibit A between the following dates of each year of the Term (defined below): (i) from the date the Manager notifies User Group that the Stadium is being opened by the City until Memorial Day of each year, commencing in the year 2018; and (ii) from the Saturday prior to Labor Day until October 4th of each year, commencing in the year 2018.

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

C. USE OF STADIUM.

1. Among the various users of the Stadium, the following shall generally be the priority assigned to all users:

- (a) Huskies games and practices
- (b) User Group games
- (c) Denfeld High School games
- (d) UMD games
- (e) Marshall School games
- (f) User Group practices
- (g) Denfeld High School practices
- (h) UMD practices
- (i) Marshall School practices
- (j) Other users

2. By January 1 of each year during the Term, User Group shall provide to the City its proposed use schedule for games and practices at the Stadium for the upcoming year. No later than March 1 of each year during the Term, the City shall furnish to User Group an anticipated schedule for the dates and times when User Group will be allowed to use the Stadium for games and practices (as it may be modified by the City from time to time, the "User Group Schedule"). A copy of the User Group Schedule for 2018 is attached to this Agreement as Exhibit B. The City may modify the schedule as it deems appropriate or necessary including reducing or increasing the times or dates when User Group will be entitled to use the Stadium. User Group shall work with the other users of the Stadium to coordinate, when possible, to ensure optimum use of the Stadium.

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

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

5. User Group may use the Equipment at the Stadium during times immediately before, during, and after baseball games and practices played by User Group at the Stadium. Prior to any use of the Equipment, User Group shall (i) provide to the Manager the names of the individuals that will operate the Equipment with evidence of their qualifications to properly operate the Equipment (the "Equipment Operators"); and (ii) obtain written approval of the Equipment Operators from the Manager, which approval the Manager may grant or withhold at his or her sole discretion. User Group shall allow only Equipment Operators who have been approved by the Manager in writing to operate the Equipment. After each use of the Equipment, User Group shall be responsible for turning it off, returning it to its proper place of storage and securing it.

6. The Equipment shall be used in accordance with its design and intended use and User Group shall be responsible for any damage to the Equipment occurring during User Group's use.

7. User Group shall comply with the Usage Guidelines attached to this Agreement as Exhibit C (as modified by the City from time to time, the "Usage Guidelines"). The City reserves the right to unilaterally modify the Usage Guidelines in writing from time to time and if so, will provide User Group with a copy of the modified Usage Guidelines. User Group shall provide all visiting baseball teams with a copy of the Usage Guidelines and shall use its best efforts to ensure their compliance. User Group shall be responsible for any damage to the Stadium or the Equipment caused by or resulting from visiting teams.

8. User Group shall, in its use of the playing field and related areas, follow best practices to appropriately utilize said facilities and, in particular, will use its best efforts to minimize or eliminate to the extent practical any damage to the playing field and related areas.

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

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

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

12. User Group may, at its sole expense, make suitable improvements or alterations to the Stadium only upon advance written approval from the Manager, which approval may be withheld in the City's sole discretion. All such improvements or alterations (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, User Group shall submit to the City a Project Proposal Request along with detailed plans using the form of Project Proposal Request attached as Exhibit E. The Project Proposal Request 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. Not less than thirty days prior to commencement of any construction, alteration, or improvement to the Stadium, User Group must provide the City with sufficient proof of any insurance required by the City in its sole discretion, as determined by the City's Claims Investigator and Adjuster.

13. In case of inclement weather, User Group may not use or occupy the Stadium. As provided in the Cancellation Policy attached as Exhibit G (the "Cancellation Policy"), User Group shall not be charged the Usage Fee (defined below) when User Group is scheduled to use the Stadium but is unable to do so because the Stadium is closed by the City due to inclement weather. The City shall have final authority to determine inclement weather requiring closure of the Stadium.

IV. CITY RESPONSIBILITIES.

A. Maintenance.

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

2. Except as provided for herein, the City shall be responsible to provide all cleaning and paper product supplies for the Stadium's restrooms.

3. To the extent the Manager permits User Group to use the Stadium at a time when water and sanitary facilities in the grandstand are not available, the Manager will provide portable sanitary facilities to be placed at the Stadium for use by User Group, its players, coaches, staff, and invitees.

B. Utilities.

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

V. FEE AND REFUNDS.

A. A copy of the City's 2018 Fee Schedule is attached as Exhibit F, and may be adjusted each year by the City Council. User Group will pay the City a use fee each year of the Term, commencing in 2018, for each practice and game at the Stadium based on the then-current Fee Schedule (less a 5% discount each year) and the then-current User Group Schedule, as adjusted based on the Cancellation Policy (the "Usage Fee"). The Usage Fee shall be deposited in Fund 210, Agency 030, Organization 3190, Revenue Source 4625-04.

B. User Group will pay the Usage Fee in two installments during each year of the Term. No later than June 5th of each year of the Term, the City shall provide User Group with a statement detailing the first installment of the Usage Fee which shall include all Usage Fees incurred thus far for the year, as adjusted pursuant to the Cancellation Policy. The first installment of the Usage Fee shall be paid to the City no later than July 5th of each year of the Term. No later than October 15th of each year of the Term, the City shall provide User Group with a statement detailing the second installment of the Usage Fee, which shall include all Usage Fees incurred after Memorial Day of the applicable year, as adjusted pursuant to the Cancellation Policy. The second installment of the Usage Fee shall be paid to the City no later than November 15 of each year of the Term.

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

VI. TERM.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2018, and expire on December 31, 2019, unless sooner terminated as provided for herein (the "Term").

VII. TERMINATION.

A. **MUTUAL AGREEMENT.** This Agreement may be terminated without cause by written, mutual agreement of the Parties.

B. **WITHOUT CAUSE.** Either party may terminate this Agreement without cause by providing at least ninety (90) calendar days' written notice to the other party.

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

D. **IMMEDIATELY BY CITY.** The City may terminate this Agreement immediately on notice to User Group if the City believes in good faith that the health, welfare, or safety of the Stadium, its occupants, or neighbors would be placed in immediate jeopardy by the continuation of User Group's use of the Stadium.

D. **SURRENDER POSSESSION.** Upon termination or expiration of this Agreement, whichever occurs first, User Group shall surrender possession of the Stadium and the Equipment to City in as good condition and state of repair as the Stadium and the Equipment were in at the time User Group took possession, normal wear and tear excepted. User Group shall surrender all keys to the Stadium and shall have completed performance of all of its cleaning and maintenance

responsibilities. Prior to expiration of the Term or within five (5) days of early termination, as applicable, User Group may remove its personal property from the Stadium. The removed personal property shall remain exclusive property of User Group. All personal property remaining at the Stadium upon expiration of the Term or five (5) days after early termination, as applicable, shall become exclusive property of the City.

VIII. INSURANCE.

A. During the Term, User Group shall maintain such insurance coverage as required by this Agreement and as will protect User Group and the City against risk of loss or damage to the Stadium and the Equipment and against claims that may arise or result from the use of the Stadium and the Equipment. User Group shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Commercial General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of not less than \$1,500,000 for property damage liability. User Group shall procure and maintain in force legally required Statutory Minnesota Workers' Compensation Insurance and provide evidence thereof to the City.

B. Insurance required by this 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. User Group shall provide Certificates of Insurance to the City evidencing the required insurance coverage. The insurance policies must be acceptable to the City Attorney and must include a 30-day written notice of cancellation, non-renewal, or material change provision in favor of the City. Except for worker's compensation insurance and professional liability insurance policies (if any), the Certificates of Insurance shall name the City as an additional insured. Certificates showing that User Group is carrying the required insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and certificates of insurance showing continued maintenance of all required insurance shall be provided to the City during the Term. The insurance policies shall provide that the policies shall not be changed or canceled during the Term without at least 30 days' advance notice being given to the City.

C. City reserves the right to require additional types of insurance and to increase the coverage limits of any required insurance, in its reasonable discretion.

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

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

F. The City shall not be liable to User Group for any injury or damage resulting from any defect in the construction or condition of the Stadium or the Equipment, nor for any damage that may result from the negligence of any other person whatsoever.

IX. HOLD HARMLESS AND INDEMNIFICATION.

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

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

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 User Group as agents, representatives or employees of the City for any purpose or in any manner whatsoever. The parties do not intend by this 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. User Group's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of User Group while so engaged and any and all claims whatsoever on behalf of User Group arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors or employees shall in no way be the responsibility of the City. User Group and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers Compensation, Unemployment Insurance, disability pay or severance pay from the City.

XI. RECORDS RETENTION.

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

XII. GOVERNMENT DATA PRACTICES.

User Group shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by User Group under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by User Group. If User Group receives a request to release the data referred to in this clause, User Group must immediately notify the City and consult with the City as to how User Group should respond to the request. User Group agrees to hold the City, its officers, and employees harmless from any claims resulting from the User Group's unlawful disclosure or use of data protected under state and federal laws.

XIII. NOTICES.

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

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

College of St. Scholastica
Attn: Sue Kerry, Chief Financial Officer
1200 Kenwood Ave.
Duluth, Minnesota 55811

XIV. CITY ACCESS.

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

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

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

XV. TAXES.

User Group agrees to pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of User Group's use of the Stadium and the Equipment, including real property and sales taxes, if applicable. It is further agreed that the City may pay the same on behalf of User Group and immediately collect the same from User Group, or reduce any amount owed User Group by the City pursuant to this Agreement. User Group shall

further be obligated to collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date.

XVI. COMPLIANCE WITH LAWS.

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

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

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

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

XVII. GENERAL TERMS AND CONDITIONS.

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

B. This Agreement, together with all of its terms, covenants, and conditions is made in the State of Minnesota and is to be interpreted in accordance with the laws of the State of Minnesota.

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

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

E. The parties agree that if any term or provision of this 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. This Agreement and its exhibits are the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior written and oral negotiations, understandings or agreements. The exhibits to this Agreement are as follows:

Exhibit A	Depiction of the Stadium
Exhibit B	2018 User Group Schedule
Exhibit C	Usage Guidelines
Exhibit D	Incident Report Form
Exhibit E	Project Proposal Request Form
Exhibit F	Usage Fee Schedule
Exhibit G	Cancellation Policy

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

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

J. 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.

[Remainder of this page is intentionally left blank.]

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

CITY OF DULUTH

COLLEGE OF ST. SCHOLASTICA, INC.

By: _____
Mayor

By: _____


Attest: _____
City Clerk

Printed Name: SUSAN B. KOPY
Its: Vice President of Finance

Date Attest: _____

Dated: 3/27/18

Countersigned:

By: _____


City Auditor

Printed Name: Ben James

Its: Athletic Director

Approved as to form:

Dated: 3.28.18

City Attorney

By: _____

Printed Name: _____

Its: Board Member

Dated: _____

Exhibit A
Depiction of the Stadium

WADE STADIUM
DULUTH, MN

- KEY
- A - Advertising Space
 - B - Playing Field
 - C - Stadium Grandstand
 - D - Joint Use Facilities
 - E - Storage Area
 - F - Huskie's Office Space
 - G - Visiting Team Clubhouse
 - H - Concession Area
 - I - Home Team Clubhouse

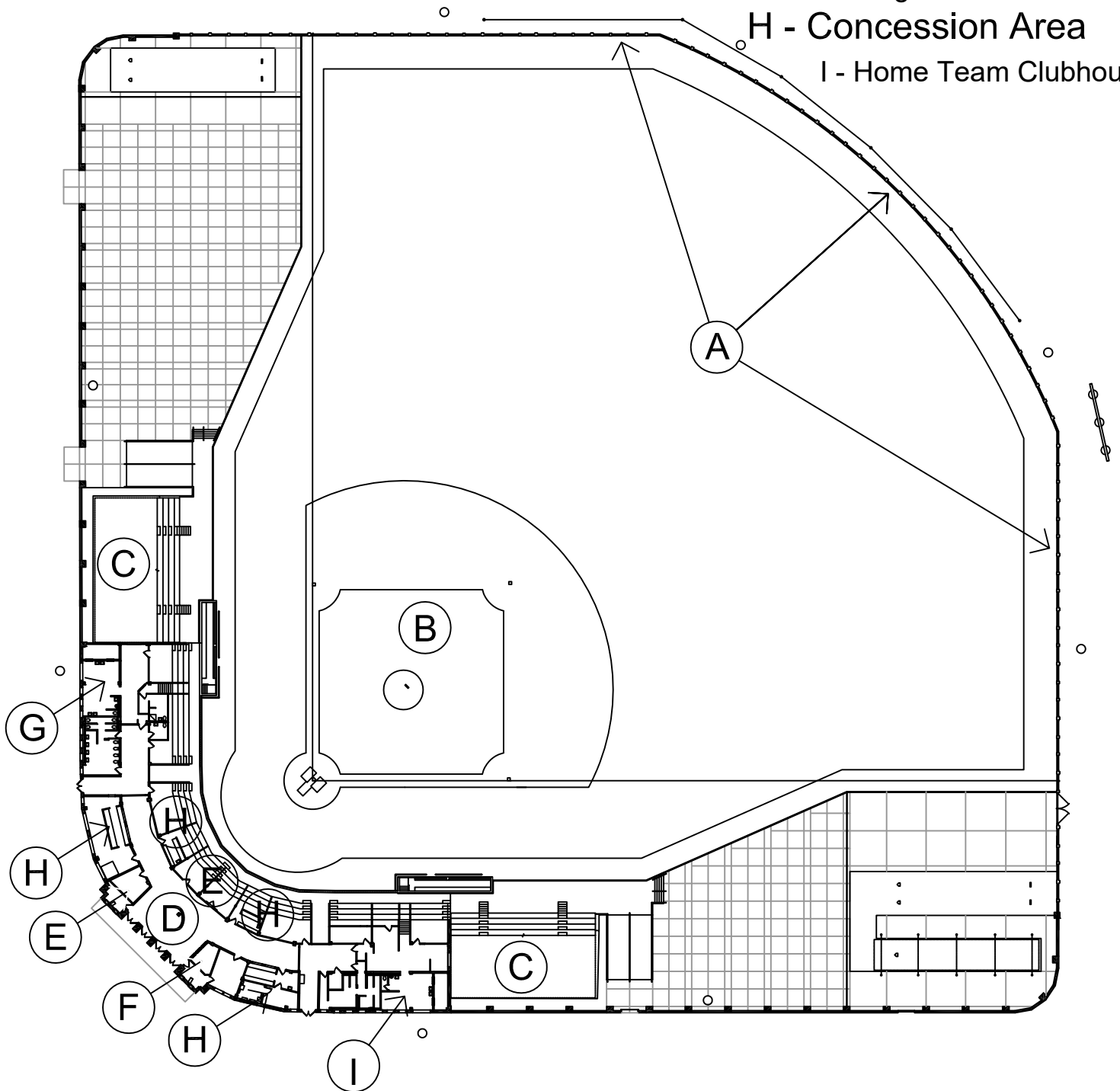


EXHIBIT B

2018 User Group Schedule

Date	Event	Time	Rate	Cost
3/20/2018	Practice	4:00-7:00p	\$85.00	\$255.00
3/21/2018	Game	1:00-7:00p	\$265.00	\$265.00
3/22/2018	Practice	4:00-7:00p	\$85.00	\$255.00
3/23/2018	Practice	4:00-7:00p	\$85.00	\$255.00
3/24/2018	Game	10:00-7:00p	\$265.00	\$265.00
3/25/2018	Game	10:00-7:00p	\$265.00	\$265.00
3/27/2018	Practice	6:30-9:00p	\$85.00	\$212.50
3/28/2018	Practice	4:00-7:00p	\$85.00	\$255.00
3/29/2018	Practice	10:00-2:00p	\$85.00	\$255.00
4/2/2018	Game (JV)	10:00-4:00p	\$265.00	\$265.00
4/3/2018	Practice	4:00-7:00p	\$85.00	\$255.00
4/4/2018	Practice	4:00-7:00p	\$85.00	\$255.00
4/5/2018	Practice	4:00-7:00p	\$85.00	\$255.00
4/9/2018	Practice	4:00-7:00p	\$85.00	\$255.00
4/10/2018	Practice	4:00-7:00p	\$85.00	\$255.00
4/11/2018	Practice	6:30-9:00p	\$85.00	\$212.50
4/12/2018	Practice	7:30-9:00p	\$85.00	\$127.50
4/13/2018	Practice	4:00-7:00p	\$85.00	\$255.00
4/14/2018	Game	10:00-7:00p	\$265.00	\$265.00
4/17/2018	Practice	4:00-7:00p	\$85.00	\$255.00
4/18/2018	Practice	4:00-7:00p	\$85.00	\$255.00
4/20/2018	Practice	7:00-9:00p	\$85.00	\$170.00
4/22/2018	Game	10:00-7:00p	\$265.00	\$265.00
4/23/2018	Practice	6:30-9:00p	\$85.00	\$212.50
4/24/2018	Practice	7:00-9:00p	\$85.00	\$170.00
4/25/2018	Game	1:00-10:00p	\$265.00	\$265.00
4/27/2018	Practice	4:00-7:00p	\$85.00	\$255.00
4/28/2018	Game	10:00-7:00p	\$265.00	\$265.00
4/29/2018	Game	10:00-7:00p	\$265.00	\$265.00
4/30/2018	Practice	4:00-7:00p	\$85.00	\$255.00
5/1/2018	Practice	4:00-7:00p	\$85.00	\$255.00
5/2/2018	Practice	7:00-9:00p	\$85.00	\$170.00
5/3/2018	Practice	4:00-7:00p	\$85.00	\$255.00
5/4/2018	Practice	4:00-7:00p	\$85.00	\$255.00
5/5/2018	Game	10:00-7:00p	\$265.00	\$265.00
5/6/2018	Game	10:00-7:00p	\$265.00	\$265.00
5/7/2018	Practice	7:30-9:00p	\$85.00	\$127.50
5/9/2018	Practice	4:00-7:00p	\$85.00	\$255.00
5/10/2018	Game	9:00a-11:00p	\$265.00	\$265.00
5/11/2018	Game	9:00a-11:00p	\$265.00	\$265.00
5/12/2018	Game	9:00a-11:00p	\$265.00	\$265.00
5/13/2018	Game	9:00a-11:00p	\$265.00	\$265.00
5/14/2018	Practice	12:00-3:00p	\$85.00	\$255.00
5/15/2018	Practice	4:00-7:00p	\$85.00	\$255.00
5/16/2018	NCAA Tourney	All day	\$580.00	\$580.00

Date	Event	Time	Rate	Cost
5/17/2018	NCAA Tourney	All day	\$580.00	\$580.00
5/18/2018	NCAA Tourney	All day	\$580.00	\$580.00
5/19/2018	NCAA Tourney	All day	\$580.00	\$580.00
5/20/2018	NCAA Tourney	All day	\$580.00	\$580.00
5/21/2018	NCAA Tourney	All day	\$580.00	\$580.00
5/22/2018	Practice	12:00-3:00p	\$85.00	\$255.00
5/23/2018	Practice	12:00-3:00p	\$85.00	\$255.00
Subtotal				\$14,722.50
5% discount				\$736.13
Total				\$13,986.38

EXHIBIT C

WADE STADIUM USAGE GUIDELINES

It is the responsibility of the field representative and/or individual identified as the person on the permit to enforce the rules and regulations regarding the conduct of the group while using Wade Stadium. These rules include, but are not limited to:

PRACTICE/BATTING PRACTICE/INFIELD DRILLS

- A hitting mat is to be used in the batters' and catchers' boxes during batting practice and all non-game/scrimmage situations.
- Protective matting is to be used in the catchers' area of bullpens.
- A pitching platform is to be used by the pitcher during batting practice
- Protective matting is to be used by hitters during practice and "infield" drill
- Move repetitive drills to various areas of the field to minimize wear patterns

FOOTWEAR

- Clean (free of mud) athletic shoes are required.
- **In all game and non-game situations only plastic or molded spikes may be worn by players.**

FOOD & BEVERAGES

- No food including sunflower seeds, peanuts, gum or any form of tobacco are allowed on the turf surface.
- No sunflower seeds in the seating area, dug-outs or on the field. Users will be held responsible for sunflower seeds getting on to the turf surface as a result of their usage of the field, which could include a fine and responsibility for repair of damage to the turf field system.
- Please do not spit on artificial turf
- Clear water in bottles or coolers with water are the only beverage permitted on the field. Absolutely no coffee, soda pop, alcohol, or colored drinks including sport drinks are permitted on the field
- No glass containers allowed on turf

FIELD CARE

- Groups shall inspect the fields/facility prior to and subsequent to each use to determine whether condition are safe and/or appropriate for any intended use. Groups shall promptly advise the Manager of any unsafe/dangerous condition.
- Field use begins and ends at the times stated on the permit, including inspections, set-up and clean-up. Groups are not allowed on the fields prior to the start time stated on the permit and are required to exit the fields and have adjacent areas cleaned up at the ending time indicated on the permit.
- Property boundary walls and fences are not to be used as backstops at any time. No hitting or kicking balls into backstops or fences. No climbing of fences.
- No unauthorized tents, chairs, or shade structures will be allowed on the turf surface.
- Only free standing field markers and sports equipment may be used on the turf surface. No stakes, posts, poles, or markers of any kind may be driven into the turf surface.
- Wheeled devices, including but not limited to motorized vehicles, bikes, wagons, inline skates, scooters and skateboards are not allowed on the turf.
- No paint, chalking, tape or other adhesive material is permitted without prior approval.
- Golfing or other non-authorized use is prohibited on the turf surface.
- Animals are NOT ALLOWED inside the turf area. (Official guide or therapy animals on duty allowed.)

WASTE/CLEAN-UP

- Disposal of recyclables must comply with the City's and Western Lake Superior Sanitary District (WLSSD)'s reasonable guidelines relating to recycling, energy efficiency and maintenance of the premises. A copy of the current guidelines is attached to this Exhibit C.
- Please dispose of all garbage in trash cans.

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:

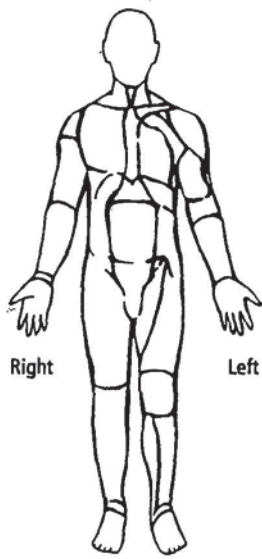
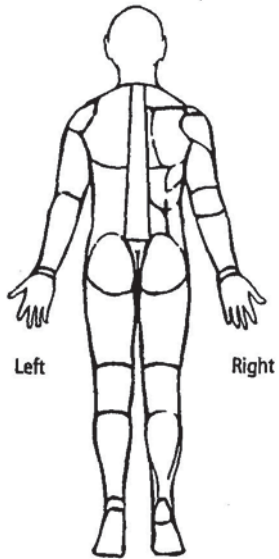
Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female

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;">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: _____



EXHIBIT E

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 F

Spring Rental Rates

(March 1-June 11)

2-7 INNINGS

Double Header	\$400.00
Single Game	
Day	\$215.00
Evening (begins at 3:30PM)	\$240.00

9 INNINGS

Double Header	\$490.00
Single Game	
Day	\$265.00
Evening (begins at 3:30PM)	\$290.00

<u>All Day Tournament</u>	\$580.00
<u>Per Hour</u>	\$85.00

Summer Rental Rates

(June 12-October 31)

2-7 INNINGS

Double Header	\$265.00
Single Game	
Day	\$140.00
Evening (begins at 5:00PM)	\$155.00

9 INNINGS

Double Header	\$300.00
Single Game	
Day	\$165.00
Evening (begins at 5:00PM)	\$190.00

<u>All Day Tournament</u>	\$500.00
<u>Per Hour</u>	\$65.00

EXHIBIT G

Cancellation Policy Wade Stadium and Wheeler Field Athletic Complex

Inclement Weather Field Closures

The City of Duluth's Buildings & Grounds Maintenance Supervisor or designee reserves the right to close Wade and Wheeler facilities/fields due to inclement weather. In case of inclement weather, the scheduled field/facilities are not to be used. Be aware that if organizations use the field/facility during inclement weather, you and your organization will be held responsible for any and all damages that may occur as a result of such use including repair costs and lost revenue due to prolonged closure. It is the user group's responsibility to call the League Hotline at (218) 730-4321 to verify field closures.

Payments/Refund Policy

All payment of fees must occur before use of the Facility.

General Refund Criteria

Type Of Refunds:

Refund

Use of facilities/field rental cancelled by City's Buildings & Grounds Maintenance Supervisor as a result of field conditions.

100% refund

Use of facilities/field rental cancelled by User Group.

Refund to be issued:

- 30 days or more prior to first day of use – 100%
- 14-29 days prior to first day of use – 50%
- Less than 14 days prior to first day of use – No refunds except cancellations due to Cold Weather Game Day Policy shown below.

Use of facilities/field rental cancelled due to Cold Weather Game Day Policy. Applies to games and practices.

100% refund

Cold Weather Game Day Policy:

It is recommended that all conference games will not be started if the "feels like temperature" is at or below 32 degrees Fahrenheit. The official source for the "feels like temperature" is www.weather.com. The game may still be played if both coaches are in agreement, but the "feels like temperature" is not reached. Once a game is started, the umpire-in-chief along with the on-side administrator will be the judge as to the suspension, resumption or termination of the play due to poor weather.