

USE AND OPERATIONS AGREEMENT

This Use and Operations Agreement (this “Agreement”) is by and between the City of Duluth, a municipal corporation organized and existing under the laws of the State of Minnesota, hereinafter referred to as the “City,” and the Arrowhead Youth Soccer Association, a non-profit corporation under the laws of the State of Minnesota, hereinafter referred to as “AYSA.”

WHEREAS, the City owns several soccer fields more particularly described below, together with the adjoining property, buildings, various fixtures, and personal property as shown on the attached Exhibit A, all located in the City of Duluth, St. Louis County, Minnesota (collectively, the “Premises”).

WHEREAS, the City and AYSA have a long-standing working relationship with a common goal to provide a quality soccer program for youth within the city of Duluth and surrounding communities utilizing the Premises and other properties (the “Soccer Program”); and

WHEREAS, the City and AYSA desire to continue with the relationship toward the common goal as described in more detail 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 Property and Facilities Manager, or designee (the “Manager”). AYSA shall act through its Executive Director, or designee (the “Director”).

II. USE OF THE PREMISES.

A. The soccer fields included in the Premises are depicted on the attached Exhibit A and described as follows:

1. The Jean Duluth Soccer Complex located within the Lake Park Fields Athletic Complex at 3525 Riley Road; and
2. Arlington Athletic Complex located at 601 South Arlington Avenue.

B. The City makes no representation or warranty, either express or implied, that the Premises are suitable for specific uses and AYSA accepts the Premises in “as is” condition without representations or warranties of any kind. The City shall not be obligated to make any alterations or improvements on or to the Premises.

C. AYSA agrees to use the Premises exclusively for its soccer programs during Term. Use of the parking lots located at the Jean Duluth Soccer Complex shall be non-exclusive, as the lots are also used by other users of the Lake Park Fields Athletic Complex.

D. AYSA acknowledges and agrees that the rights granted to it herein are subject to AYSA's compliance with the terms and conditions of this Agreement.

E. Except as provided for herein, AYSA shall not sublet or schedule any space(s) within the Premises nor authorize or permit any other group or entity to occupy any portion of the Premises without first securing prior written approval of the Manager. The Premises shall be used solely for soccer activities.

F. AYSA acknowledges and understands that the Premises are public facilities that require the cooperation of all users and coordination of activities. This cooperation includes ingress and egress and use of amenities and related improvements. AYSA understands and acknowledges that the Manager shall ultimately determine the appropriate use of the Premises and shall decide any disputes between AYSA and any other users of the Premises.

G. AYSA acknowledges and agrees that the City and its authorized representatives may enter the Premises at all reasonable times during usual business hours for the purpose of inspection, or for the purpose of making necessary repairs for which the City is responsible or deems necessary for the safety and preservation of the Premises or for the performance of any work on the premises that may be necessary to comply with any laws or regulations of any public authority. AYSA shall not change the locks, otherwise prohibit, or inhibit the City's access to any portion of the Premises. The City shall be exclusively responsible for the design of keying systems, lock changes, key fabrication and key distribution and AYSA agrees to abide by the City's Key Control Policy, a copy of which has been provided to AYSA. Keys shall be distributed by AYSA only to those individuals as may be designated by the City. All keys issued to AYSA shall be promptly returned to the Manager upon termination or expiration of this Agreement. Notwithstanding the foregoing, the City acknowledges that AYSA uses combination locks on the gates at the Premises and the City will be provided current access codes for the combination locks throughout the Term.

H. AYSA's equipment, personal property and removable property (the "AYSA Improvements") are identified on Exhibit B attached to this Agreement.

III. TERM AND TERMINATION OF AGREEMENT

A. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2019 and expire on December 31, 2021, unless earlier terminated as provided for herein (the "Term"). Notwithstanding the foregoing sentence, the parties agree that the soccer season (the "Soccer Season") for each year during the Term will be from May 15 to October 31, unless extended by mutual agreement of the parties. Notwithstanding the seasonal nature and use of the Premises, AYSA shall respond to inquiries from third parties regarding use of the Premises on a year-round basis.

B. The City may terminate this Agreement with thirty (30) days written notice to AYSA if City determines that AYSA has abandoned the Premises or has stopped providing the Soccer Program, or both.

C. The City may unilaterally terminate this Agreement immediately if the City determines AYSA has or is violating any term of this Agreement. The City shall provide AYSA with written notice of such violation and shall allow AYSA thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied to the satisfaction of the City within thirty (30) days, then the City may terminate this Agreement immediately by serving written notice to AYSA. In the event of a violation of this Agreement by AYSA, the City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to AYSA, may remove all persons and property from the Premises. The City may, in addition to any other remedy it may have, recover from AYSA all damages incurred by reason of any violation of this Agreement, including the cost of recovering the Premises and for attorney's fees.

D. Either party may terminate this Agreement without cause between October 15 and December 31 of each year of the Term by providing the non-canceling party thirty (30) days' written notice.

E. The City may terminate or suspend this Agreement immediately if the City believes in good faith that the health, welfare or safety of the Premises, or occupants, users or neighbors would be placed in immediate jeopardy by the continuation of AYSA's operations on the Premises.

F. In the event the City terminates this Agreement for any reason or for no reason, in addition to other rights or remedies it may have, the City shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to AYSA, may remove all persons and property from the Premises. Upon termination or expiration of this Agreement for any reason, AYSA agrees to surrender possession of the Premises to City in as good condition and state of repair as the Premises were in at the time AYSA took possession, reasonable wear and tear excepted. AYSA shall, to the City's satisfaction, remove all AYSA Improvements, (except the Bob Pratt Pavilion Building) no later than the expiration or termination of this Agreement. Any AYSA Improvements remaining after expiration or termination of this Agreement shall become the property of the City. Without further action of the parties, title to the Bob Pratt Pavilion Building shall immediately transfer to the City upon expiration or termination of this Agreement for any reason. Removal of AYSA Improvements and the restoration of the Premises shall include removal of above ground structures (except the Bob Pratt Pavilion Building) and above ground foundations including utilities and utility connections, which shall be capped or otherwise left in a safe condition and modification of the surface so that it is free of any holes or obstructions and graded as necessary to ensure proper drainage.

IV. USAGE/MAINTENANCE FEE.

AYSA shall pay to the City an annual usage fee of Nineteen Thousand, Six Hundred Sixty-nine and no/100th Dollars (\$19,669.00) as reimbursement to the City for its annual maintenance costs (the "Annual Fee"). On January 1st of each year of the Term, the Annual Fee will be increased by three percent (3%) above the previous year's Annual Fee. The Annual Fee shall be due in two installments of 50% each due on July 1st and September 1st of each year of

the Term. The Annual Fee shall be deposited into Fund 205-130-1221-4625 (Parks, Community Resources, Park's Maintenance, Rent of Athletic Fields). All payments shall be sent to:

City of Duluth
Attn: City Auditor
411 W. First Street, Room 120
Duluth, MN 55802

AYSA shall maintain adequate books and records relating to the use of the Premises, which books and records shall be available to City for inspection and audit.

V. ANNUAL FEE CREDIT.

A. AYSA shall be eligible to receive a credit against the Annual Fee up to a maximum amount of Five Thousand and no/100th dollars (\$5,000) per year (the "Credit"), in exchange for AYSA's provision of eligible improvements to the Premises or other City-owned soccer fields consistent with the City's maintenance and operation strategy (an "Improvement").

B. The Credit shall be calculated as follows: for every \$3 invested in an Improvement by AYSA, AYSA shall receive \$1 towards the Credit, up to a maximum of \$5,000 per year. For example, if AYSA makes investments in an Improvement in one year totaling \$15,000, AYSA will receive \$5,000 in Credit towards the Annual Fee. The Credit shall be applied to the Annual Fee for the following year, except that the Credit earned by AYSA in the final year of the Term shall be provided to AYSA in the form of a check upon the expiration of the Term.

C. In order for an Improvement to be eligible for the Credit:

1. AYSA must submit a Project Proposal Request (as described in Section VIII) to the Manager;
2. The Manager must approve the Project Proposal Request (based upon consultation with appropriate City officials to determine the appropriateness and eligibility of the Project Proposal);
3. The Improvement must be completed consistent with the Project Proposal Request;
4. On or before November 1st of the year in which the Improvement is completed, AYSA must submit a request for the Credit based upon expenses incurred in making the Improvement, along with paid invoices or comparable evidence of payment of the expenses; and
5. The Manager must review the documentation to determine the amount of the Credit, if any.

Nothing in this Agreement obligates the City to approve a Project Proposal Request.

VI. OPERATION AND MAINTENANCE. The obligation of AYSA to provide soccer opportunities and to maintain the Premises shall include, but not be limited to, the following:

A. Perform the operational and maintenance duties described in more detail on the attached Exhibit C. Exhibit C is subject to change from time to time upon mutual agreement between the Manager and the Director, which agreement must be reduced to writing and will be incorporated by reference into this Agreement as Amended Exhibit C. Notwithstanding the foregoing sentence, AYSA expressly agrees that in the event of a dispute between the Manager and the Director relating to the operation and maintenance of the Premises, the Manager's decision shall prevail.

B. Provide, at AYSA's sole expense, a sufficient number of portable toilets.

C. Provide, at AYSA's sole expense, electric and water service at the Premises.

D. Provide a sufficient number of trained staff and/or referees as appropriate to manage each game.

E. Assessment and collection of reasonable user fees and tournament fees. AYSA may retain all fees and revenues generated from the use of the Premises. All fees charged by AYSA shall be subject to review and approval by the Manager at least 30 days in advance of each Soccer Season. All fees and deposits shall be separately managed and/or accounted for by AYSA in order to identify funds received or expended in the operation and maintenance of the Premises and the development and maintenance of other soccer facilities or programs within the City of Duluth. Monies collected during the operation of the Premises and for AYSA's activities shall be used only for the following purposes:

1. To cover all operating expenses of the Premises and programs including utilities, insurance, maintenance supplies, and payroll expenses of employees, instructors, and independent contractors.

2. To make improvements to the Premises.

3. To fund and sponsor tournaments and to promote and advertise tournaments and instructional activities at the Premises.

F. To establish and implement a field use policy for AYSA and non-AYSA users of the Premises, including the following:

1. AYSA will continue with standard procedure of two games per day per field, with the exception of playoffs and tournaments, unless the City's Building and Grounds Supervisor and the Director determine that this amount of games is too much abuse for the fields. In this occurrence, AYSA will coordinate with the City's Building and Grounds Supervisor to develop alternative playing areas.

2. AYSA shall establish a priority of use of the Premises as follows:

- a. AYSA, East Select Soccer, and Gitchi Gummi Soccer Club league games and tournaments.
- b. Duluth High School soccer teams.
- c. City of Duluth.
- d. Others based on field availability and condition.

G. The Director will notify the City's Building and Grounds Supervisor regarding game cancellations. When field conditions are threatened by bad weather and/or heavy use, AYSA and the City's Building and Grounds Supervisor or designee shall meet and confer to determine whether or not scheduled games or practices should go on as scheduled or be postponed. In the event of a disagreement, the final decision shall be made by the City's Building and Grounds Supervisor or designee.

H. AYSA may, with approval of the City's Building and Grounds Supervisor, assist City in the repair of turf in the fall of each year.

I. AYSA may, at its discretion, and with approval of the City's Building and Grounds Supervisor, coordinate and assist in maintenance of the Premises.

J. To the extent that AYSA is notified of any incidents on the Premises, AYSA shall notify the Manager in writing of any incident of injury or loss or damage to the property of the City or any of AYSA's participants or invitees occurring within the Premises during the Term. Such written report shall be in the form of the Incident Report attached hereto as Exhibit D.

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

VII. CITY RESPONSIBILITIES. The City shall be responsible for the following duties, and those duties described in more detail on the attached Exhibit E:

- A. Mow the fields;
- B. Aerate, over seed, top-dress, and repair the turf, as needed;
- C. Cut the slopes as needed;
- D. Trim fence lines; and
- E. Control, maintain, and manage the irrigation systems, fencing and gates.

VIII. ALTERATIONS OR IMPROVEMENTS.

A. AYSA may, at its sole cost and expense, make suitable improvements or alterations to the Premises only with advance written approval from the Manager. Except as provided for herein, all such improvements, including fencing installation, field installation, storage structures, wells, etc. shall become the property of the City. Prior to commencing any improvements or alterations, AYSA shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request form is attached to this Agreement as Exhibit F. 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 all applicable laws and the Duluth City Code.

B. AYSA agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Premises, AYSA shall provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance is subject to approval by the City Attorney before the commencement of any construction hereunder.

C. AYSA may make temporary improvements to the Premises and shall retain ownership of temporary property such as nets, field flags, etc. AYSA shall maintain all temporary improvements and the AYSA Improvements in a safe manner. AYSA's placement of signs or banners is subject to the Manager's prior approval and shall comply with all City Codes governing the use and placement of signs. All equipment used at the Premises shall meet or exceed all applicable city codes. In the absence of applicable city codes, all equipment shall meet or exceed the minimum guidelines as established by the Consumer Products Safety Commission Standards for Athletic Equipment.

IX. RECORD KEEPING AND REPORTING:

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

B. AYSA shall maintain all records relating to the Premises during the Term and for six (6) years after the termination, cancellation, or expiration of this Agreement.

C. AYSA shall provide the reports and information listed on Exhibit G to the Manager at the times required by Exhibit G.

D. The parties shall meet before each Soccer Season begins and after each Soccer Season concludes to jointly inspect the Premises to determine whether the Premises are in all respects in proper condition, to recommend non-routine maintenance and improvements needed and, if necessary, to review the terms and conditions of this Agreement. All non-routine maintenance and improvements are subject to City budget approvals.

X. INSURANCE AND INDEMNIFICATION.

A. During the Term, AYSA shall maintain such insurance coverage as required by this Agreement and as will protect AYSA and the City against risk of loss or damage to the Premises and against claims that may arise or result from the use of the Premises. AYSA 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. AYSA 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. AYSA 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 AYSA 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 AYSA’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 may be available.

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

G. AYSA 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 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 AYSA, arising out of, related to or associated with this Agreement, maintenance or use of the Premises by AYSA 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 AYSA is required to indemnify the City, the City shall notify AYSA in writing of the commencement thereof, and, subject to the provisions of this Agreement, AYSA 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 AYSA, 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 AYSA. This indemnification provision shall survive expiration or termination of this Agreement for any reason.

XI. TAXES

AYSA shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of AYSA's use of the Premises, including real property and sales taxes, if applicable. The City may pay the same on behalf of AYSA and immediately collect the same from AYSA. AYSA shall 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 shall file all required reports and forms in proper form related thereto on or before their due date.

XII. INDEPENDENT RELATIONSHIP.

A. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, or joint venture between the parties hereto or as constituting AYSA as an agent, representative, or employee of the City for any purpose or in any manner whatsoever.

B. AYSA and its employees, volunteers and agents 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 AYSA's employees, volunteers or agents while so engaged, and any and all claims whatsoever on behalf of AYSA's employees, volunteers and agents arising out of employment shall in no way be the responsibility of the City. AYSA's employees, volunteers and agents shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay, and PERA. Further, the City shall in no way be responsible to defend, indemnify, or save harmless AYSA from liability or judgments arising out of the acts or omissions of AYSA or its employees, volunteers or agents while performing the work specified by this Agreement.

XIII. NOTICES.

Unless otherwise provided herein, notice to the City or AYSA 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
Property & Facilities Manager
1532 West Michigan Street
Duluth, MN 55806
(218) 730-4435

Arrowhead Youth Soccer Association
Attn: Executive Director
3501 Grand Ave.
Duluth, MN 55807
(218) 624-1713

XIV. GENERAL PROVISIONS.

A. AYSA shall not discriminate in a manner prohibited by the United States Constitution, or the laws of the United States, State of Minnesota, County of St. Louis, or City of Duluth in the use of the Premises.

B. 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.

C. This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

D. By this Agreement the parties do not create a principal/agent relationship. AYSA shall not be deemed as acting as an agent of the City nor shall it be deemed as acting in an official capacity. AYSA is a user of the Premises and shall not represent itself as an agent of the City.

E. 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.

F. The waiver by the City or AYSA 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.

G. 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.

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

I. AYSA represents 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.

J. 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.

K. Except as provided in Paragraph VI.A., 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.

L. 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.

M. The terms, covenants and conditions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

N. Time is of the essence in all provisions of this Agreement.

O. AYSA shall not in any way assign or transfer its rights or interests under this Agreement or sublet the Premises or any portion thereof outside of the terms of this Agreement.

[Remainder of this page is intentionally left blank.]

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

CITY OF DULUTH

**ARROWHEAD YOUTH SOCCER
ASSOCIATION**

By: _____
Mayor

By: _____

Attest: _____
City Clerk

Printed Name: _____

Dated: _____

Its: _____

Countersigned:

Dated: _____

City Auditor

Approved as to form:

City Attorney

EXHIBIT A
MAP OF THE PREMISES



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.

The City of Duluth requires that this map/data not be redistributed to any party in whole or in part, including any derivative works of products generated by combining the data with other data, unless authorized by the City of Duluth GIS office.

City of Duluth Jean Duluth Soccer Fields

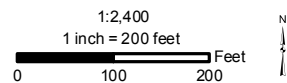


Photo Date: May 2013 Print Date: 3/1/2016

Prepared By:
The City of Duluth GIS Office



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.

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City of Duluth
Arlington Soccer Fields

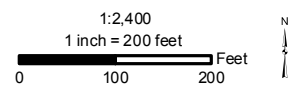


Photo Date: May 2013 Print Date: 3/1/2016

Prepared By:
The City of Duluth GIS Office



EXHIBIT B

AYSA'S PERSONAL PROPERTY AND EQUIPMENT

Arlington Fields

10 soccer goals

1 concession trailer

Miscellaneous small equipment and supplies in building and trailer, including corner flags and paint stripers.

Jean Duluth Fields

18 soccer goals

Bob Pratt Pavilion Building

Miscellaneous small equipment and supplies in building, including corner flags and paint stripers.

EXHIBIT C

AYSA'S RESPONSIBILITIES

JEAN DULUTH SOCCER COMPLEX ARLINGTON SOCCER COMPLEX

FIELD OPERATIONS/MAINTENANCE

The Director will be the contact for questions and will be the person contacted by the City for any messages.

Arrowhead Youth Soccer Association shall:

- A. Collaborate with local soccer groups for fair access and usage of this public facility.
- B. Unlock and lock gates at the Premises at least one hour before and after each day of play.
- C. Provide ASTM standard portable goal frames and nets for five (5) fields at Jean Duluth and three (3) fields at Arlington, which will be permanently assigned to each field and available to all user groups.
- D. Develop warm-up areas away from playing fields.
- E. Pick up trash on the fields, parking lots, around the grounds, and deposit into dumpster.
- F. Provide flags for corners.
- G. Lay-out and line playing surfaces.
- H. Provide and maintain players' benches, bleacher systems, and trash receptacles on all playing fields located on both sides of each field. (Note: bleacher systems purchased at AYSA's discretion.)
- I. Provide a dumpster and pay for service. The location of this dumpster will be adjacent to the parking lot. Service period to be coordinated with playing schedule.
- J. Provide at least three (3) portable toilets for league play, and six (6) portable toilets for tournaments or special events, and will pay for service. Service period to be coordinated with the league/tournament schedule.
- K. Comply with City's guidelines relating to recycling, energy efficiency and maintenance of the Premises. A copy of the guidelines will be provided to AYSA upon their execution of this Agreement.

EXHIBIT D
INCIDENT REPORT

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.

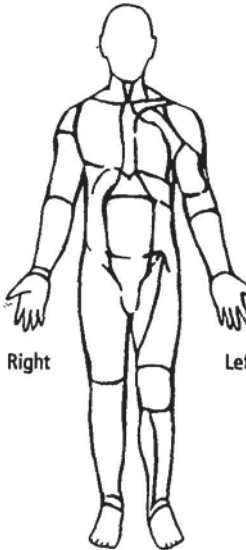
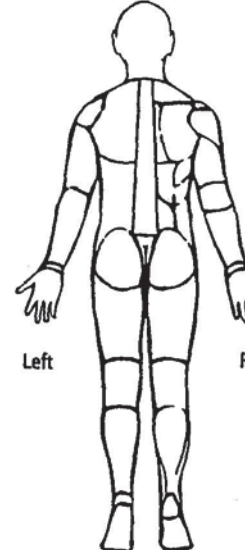
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury 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:	Date of birth:	
		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>  </div> <div style="text-align: center;"> <p>Back</p>  </div> </div>
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COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE						
<p>For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.</p> <p>Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)</p>						
Incident Location: _____			Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.			
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____				
City vehicle, property, or equipment involved	Description: _____					
	Vehicle #: _____		Make/Model: _____		Year: _____	
	Describe damage: _____					
Non-city vehicle, property, or equipment involved	Owner full name: _____			<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other		
	Owner address: _____					
	Owner phone number: _____		Vehicle license #: _____			
	Make/Model: _____		Color: _____		Year: _____	
	Describe damage: _____					
Weather conditions: <input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow		Roadway conditions: <input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> Unpaved <input type="checkbox"/> Ice		Light conditions: <input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor		Approximate temperature: _____ °F Estimated speed: _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

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

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____

EXHIBIT E

CITY'S RESPONSIBILITIES

The City of Duluth's Manager of Parks and Recreation and/or the City's Building & Grounds Supervisor, as appropriate, shall be the contacts for operational issues relating to this Agreement.

The City shall:

- A. Reserve the right to approve all fees, approve playing schedules, and approve all user agreements.
- B. Mow the playing fields - aerate, over-seed, top-dress, repair sod as needed.
- C. Cut the side slopes.
- D. Reserve the right to cancel practices/games/tournaments due to poor weather and/or playing conditions.
- E. Approve schedules for practices, games, and tournaments.
- F. Approve the dates for the starting and ending of soccer field usage.
- G. Reserve the right to limit the number of practices/games scheduled on any given day, week, and/or weekend to protect the facility.
- H. Perform manual irrigation of playing fields. Control the irrigation system; maintain system.
- I. Maintain a gate from the parking areas to the playing fields. Maintain fencing and a gate to control access on Arlington Avenue.
- J. Trim around playing fields, mow in and around goals, player's benches, and trash receptacles.

EXHIBIT F
PROJECT PROPOSAL FORM



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



August 7, 2018

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 Parks and Recreation as the City entity that will: (1) accept and review all submitted parks related Project Proposal Forms; (2) conduct an internal review to determine compatibility with all parks planning documents, industry best practices, and standards set by the Division, (3) pending preliminary approval by parks review staff, forward to appropriate city staff in other divisions, (4) if approved, facilitate the process to project completion. Once your project proposal request is received, staff will initiate the review process, with the intent to provide a response within sixty (60) days.

The intent of this process is to expedite decision making, properly evaluate proposals against existing plans, standards, and uses; 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, Parks and Recreation 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 Jessica Schoonover at (218) 730-4325.

Sincerely,

William Roche
Parks and Recreation Manager
City of Duluth
411 W First Street
Duluth, MN 55802



CITY OF DULUTH - PARKS AND RECREATION PROJECT PROPOSAL FORM



Use this form to propose a City of Duluth improvement project on park property. 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 sixty (60) days of submission.

APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Park Location:

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 park name, location within park, and GPS coordinates. 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 those reviewing the proposal have 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 park?



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):



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:

JESSICA SCHOONOVER
ADMINISTRATIVE CLERICAL SPECIALIST
CITY OF DULUTH
PARKS AND RECREATION
411 WEST FIRST STREET
DULUTH, MN 55802
projectproposal@duluthmn.gov
(218) 730-4325

EXHIBIT G

AYSA REPORTING REQUIREMENTS

- A. Report to include the organizations using the fields, the number of games schedules on the fields and such other information as the Manager may request from time to time.
- B. On or before April 1st of each year, a current listing of all AYSA 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. The foregoing listing shall be updated every spring prior to the start of the Soccer Season.
- C. On or before April 1st of each year, a current copy of AYSA's By-Laws, Articles of Incorporation, Constitution, or other document which defines AYSA as a viable Minnesota non-profit organization.
- D. Current /updated Certificate of Insurance for each year of this Agreement.
- E. Provide a Form 990 (informational return) filed annually with the IRS.