

# Exhibit 1

**LEASE AGREEMENT  
CITY OF DULUTH  
AND  
NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE,  
DULUTH BRANCH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, by and between the **City of Duluth**, hereinafter known as the “City” and the **NAACP Duluth Branch**, hereinafter known as “NAACP” or “Lessee”.

WHEREAS, the City owns and operates certain portions of the Washington Recreation Center together with the adjoining property, various fixtures and personal property contained therein, located at 310 North First Avenue West, Duluth, MN 55805, City of Duluth, St. Louis County, Minnesota (“Washington Center”); and

WHEREAS, Lessee is a non-profit corporation authorized to do business in the State of Minnesota; and

WHEREAS, Lessee’s Mission (“Mission”) is to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate race-based discrimination; and

WHEREAS, Lessee desires to lease certain portions of Washington Center for advancement of its Mission and related services to the community (“Services”) as set forth herein; and

WHEREAS, the City desires to lease to the Lessee certain portions of Washington Center as described herein.

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

**1. LEASED SPACE:**

- a. Lessee shall have exclusive use of Room 109D of Washington Center. Lessee may have non-exclusive use of the common areas of Washington Center, defined as the hallways, restrooms and conference rooms. However, use of the conference rooms must be arranged through the City staff member assigned to Washington Center. Lessee may also have exclusive use of a portion of a hallway next to Room 109D; said space is depicted in blue on the attached Exhibit A. City will provide a locked gate to allow Lessee to store personal items in this space. However, Lessee understands and agrees that City is not responsible to ensure that unauthorized persons do not access this exclusive space and Lessee assumes all risk associated with storing personal property in this space. Lessee understands that it has non-exclusive use of the hallway leading to the locked space. (The exclusive and non-exclusive leased space shall be collectively referred to as “Premises”).

A drawing of the Premises is attached to this Agreement as Exhibit A. Lessee accepts the Premises and equipment “as is”, in its present physical condition, and the City makes no warranty, either express or implied, that the Premises or equipment thereon are suitable for any purpose.

- b. Lessee’s use of the Premises shall be limited to providing its Services. Said Services are described in the attached Service Description which is made a part of this Agreement as Exhibit B.
- c. City will provide surplus office furniture to Lessee at no charge for Lessee to use on the Premises during the term described in Section 2 below. At the termination of this lease, Lessee will surrender all office furniture provided to Lessee.

**2. TERM OF AGREEMENT:**

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on March 1, 2019 and expire on February 28, 2022, unless earlier terminated as provided for herein.

**3. RENT:**

Rent for the Premises shall be as follows:

- a. In consideration of Lessee’s provision of Services described herein, the City has agreed to a reduced rental rate of Fifty Dollars and no/100<sup>th</sup> (\$50.00) per month (\$600.00 per year) for the first year of this lease agreement. Thereafter, rent shall increase three percent (3%) per year during each year of this Agreement.
- b. This reduced rental rate is specifically conditioned upon Lessee's continuation of the Services throughout the term of this Agreement.
- c. All rent shall be due and payable on or before the first day of each month. Rent proceeds to be deposited in Fund 110-121-1222-4622 (General, Public Administration, Property and Facilities Management, Rent of Buildings).

**4. OPERATION AND MAINTENANCE:**

- a. Lessee shall maintain the Premises in a safe and clean manner at all times including cleaning of interior windows of its exclusive leased space. Lessee shall remove all litter or other waste and properly dispose of same into the proper disposal containers provided within Washington Center. Lessee shall comply with the City’s guidelines relating to recycling, energy efficiency and maintenance of the Premises. A copy of the guidelines will provided to Lessee upon execution of this Agreement.
- b. Lessee shall keep and maintain the Premises during the term of this Agreement in good order and condition and state of repair, normal wear and tear excepted.
- c. Lessee shall be responsible for maintaining all Lessee equipment in a safe and properly maintained manner at Lessee expense and shall prohibit the use of any equipment not determined to be safe and properly maintained.
- d. Lessee shall be responsible for any losses or damages caused by Lessee, or its employees, agents or program participants, to the Premises or to any City equipment.

e. Lessee shall not make structural changes to the Premises with the exception of the installation of necessary telephone and internet service. Lessee may negotiate a shared payment arrangement with another tenant in order to access telephone and/or internet service belonging to that tenant.

f. Lessee agrees and understands that the Premises is a public facility and accordingly will limit its activities within the area to allow the general public the use of the common areas and conference rooms except when Lessee has reserved the conference rooms per paragraph g., below, for its exclusive use.

g. Use of conference rooms must be requested in advance by Lessee to the City Staff member or authorized manager at Washington Center. Use is subject to availability and Lessee is not guaranteed priority of its requests. City Staff reserves the exclusive right to reschedule Lessee's use of the conference room should an unforeseen scheduling conflict arise. If Lessee's conference room use becomes displaced by such scheduling conflict, it shall be rescheduled by City Staff. All meetings and events held in the conference rooms must follow this criteria:

i. The meeting or event must be directly related to the Lessee's goals and mission.

ii. A key holder (a person who has been assigned a key from Facility Management) must be present for the duration of the event or meeting or make suitable arrangements for an adult event/meeting attendee to be responsible for the key.

iii. Lessee agrees to follow all security measures and criteria set up by the City Staff assigned to Washington Center.

h. Lessee will follow all established policies and procedures regarding safe and supervised building usage and security and will immediately report any concerns to the City Staff.

**5. LIMITS OF USE:**

a. Lessee agrees that the Premises shall be used only for Services-related activities and that any other activities not approved by the City's Property & Facilities Manager may be grounds for immediate termination of this agreement.

**6. INDEPENDENT CONTRACTOR:**

a. It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Lessee as an agent, representative or employee of the City for any purpose or in any manner whatsoever. Lessee shall not be considered an employee 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 Lessee while so engaged and any and all claims whatsoever on behalf of Lessee 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. Lessee 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.

7. **INSURANCE:**

- a. Lessee shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.
  - i. Workers' compensation insurance in accordance with the laws of the State of Minnesota.
  - ii. Comprehensive General Liability Insurance in an amount not less than **\$1,500,000** Single Limit. Such coverage shall include all LESSEE activities occurring on or within the Premises whether said activities are performed by employees or agents under contract to LESSEE.
- b. The City shall be named as Additional Insured under the Comprehensive General Liability policy. Lessee shall provide Certificates of Insurance evidencing the required coverage. The certificates of insurance provided shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Lessee's interests and liabilities. **The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.** Certificates showing that Lessee is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- c. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Lessee, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Lessee, its employees, agents and representatives in the negligent performance of its activities covered by this Agreement.
- d. City officials are granted the authority to refuse to execute this Agreement upon default by Lessee of the requirements of this paragraph.

8. **HOLD HARMLESS AND INDEMNIFICATION:**

- a. Lessee hereby agrees to indemnify, save harmless, and defend the City and its officers, agents, servants and employees from and against any and all claims, suits, loss, judgments, costs, damage and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or Lessee, 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 Lessee, arising out of, related to or associated with the use, management, maintenance or operation of the premises by Lessee or performance of its obligations under this Agreement.
- b. Lessee will indemnify the City for any damage to any City property on the premises caused by Lessee, its agents or employees.

**9. INCIDENT REPORTS:**

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

**10. COMPLIANCE WITH LAWS:**

a. Lessee shall make its Services available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Premises.

b. Lessee shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Premises.

c. Lessee agrees to procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement.

d. Lessee agrees its Services conducted on the Premises shall be in compliance with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

**11. COMMUNICATIONS:**

a. The parties agree that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.

**12. NOTICES**

a. Unless otherwise provided herein, notice to the City or Lessee 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  
Attention: Manager  
1532 West Michigan Street  
Duluth, MN 55806  
218-730-4435  
218-576-7396 (Cell)

NAACP, Duluth Branch  
Attn: Stephan Witherspoon or President  
310 North First Ave.  
Room 109D  
Duluth, MN 55805  
(218) 590-9009

**13. CITY ACCESS:**

a. Lessee shall permit the City, its officials, employees or agents to access and inspect the Premises upon 24 hours advance notice of business hours, except where emergency circumstances require immediate access as determined by an authorized City staff member. Lessee shall not change the locks or otherwise prohibit or inhibit the City access to any portion of the Premises. Facility Management for the City shall be

exclusively responsible for the design of keying systems, lock changes, key fabrication and key distribution and Lessee agrees to abide by the Key Control Policy, a copy of which shall be provided to Lessee. All keys shall be promptly returned to the City's Property & Facilities Manager upon termination of this Lease.

**14. SMOKING AND TOBACCO:**

a. There shall be no smoking or use of tobacco whatsoever on the Premises.

**15. TERMINATION OF AGREEMENT:**

a. This Agreement may be terminated by either party by serving ninety (90) days written notice upon the other, except as otherwise provided herein. Any such notice to be given to the City shall be addressed to the Property & Facilities Manager, and any such notice to be given to Lessee shall be directed to the current official contact person. Lessee shall remove all Lessee equipment not later than the expiration of the notice period and any such Lessee equipment remaining after this period shall become the property of the City. Should Lessee violate any of the provisions of this Agreement, City may terminate this Agreement immediately by serving written notice to Lessee.

b. Upon termination of this agreement, Lessee agrees to surrender possession of the Premises to City in as good condition and state of repair as said premises were in at the time Lessee took possession, reasonable wear and tear, and acts of God excepted.

**16. DEFAULT BY LESSEE:**

a. Should Lessee be in default under any terms or conditions of this Agreement City shall provide Lessee with notice of said condition of default, in writing, and shall allow Lessee thirty (30) days to cure any defaults set forth therein. If such default is not cured to the satisfaction of City within thirty (30) days, City may immediately terminate this agreement.

b. Lessee shall also be considered in default if Lessee (i) conducts activities within the Premises in violation of this Agreement or if Lessee discontinues providing its Services, or (ii) files a petition in bankruptcy or other insolvency proceeding is filed by or against Lessee, without dismissal within thirty (30) days of filing; or if Lessee makes any general assignment for the benefit of creditors or composition; or if a petition or other proceeding is instituted by or against the Lessee for the appointment of a trustee, receiver, or liquidator of Lessee or of any of Lessee's property pursuant to laws for the benefit of creditors; or if a proceeding is instituted by any governmental authority for the dissolution or liquidation of Lessee.

c. In the event of default by Lessee, 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 Lessee, may remove all persons and property from the Premises.

d. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.

e. Should City elect to reenter, this Agreement shall be deemed terminated; provided, however, that City shall be entitled as against Lessee to the measure of damages provided by law, namely the difference between the rent for the balance of the term of this Agreement following the day of reentry and the amount of rent City receives

during that period from any subsequent tenant of the Premises. City shall in such event have no obligation to relet the Premises.

f. Should City at any time terminate this Agreement under City's express rights set forth in this Agreement for any breach, City may, in addition to any other remedy it may have, recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Premises.

**17. ALTERATIONS AND IMPROVEMENTS:**

a. Lessee may, at its sole cost and expense, make suitable improvements or alterations to the Premises upon advance written approval from the City Architect. All such improvements (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, Lessee shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request is attached to this Agreement as Exhibit D. These documents shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes.

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

**18. GENERAL PROVISIONS**

a. Prior to execution of this Agreement by the City, Lessee shall provide evidence that it is an entity legally capable of entering into obligations of a contract and it is a non-profit organization currently in good standing with the Minnesota Secretary of State. City officials are granted the authority to refuse to execute this Agreement upon default by Lessee of the requirements of this paragraph.

b. The Premises is a multi-use area requiring the cooperation of all users. This cooperation includes ingress and egress, amenities, and related improvements. Lessee acknowledges that the Property & Facilities Manager shall ultimately determine the appropriate use of the site and/or improvements and shall prevail in any disputes between user groups.

c. The rights of Lessee to occupy, use, and maintain said premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

d. The waiver by the City or Lessee 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. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

f. Lessee agrees that it shall neither assign nor transfer any rights or obligations under this Agreement without the prior written approval of the City.

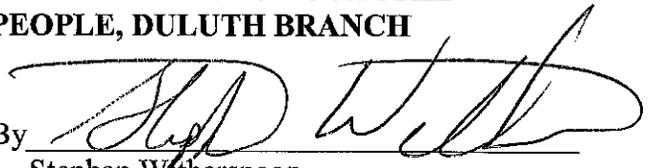
g. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and 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.

**CITY OF DULUTH**

**NATIONAL ASSOCIATION FOR THE  
ADVANCEMENT OF COLORED  
PEOPLE, DULUTH BRANCH**

By: \_\_\_\_\_  
Its Mayor

By:   
Stephan Witherspoon

Attest:

Its President

By: \_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_

Date: 5/17/19

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

Washington Center  
NAACP  
Leased Space #109D  
340 SF

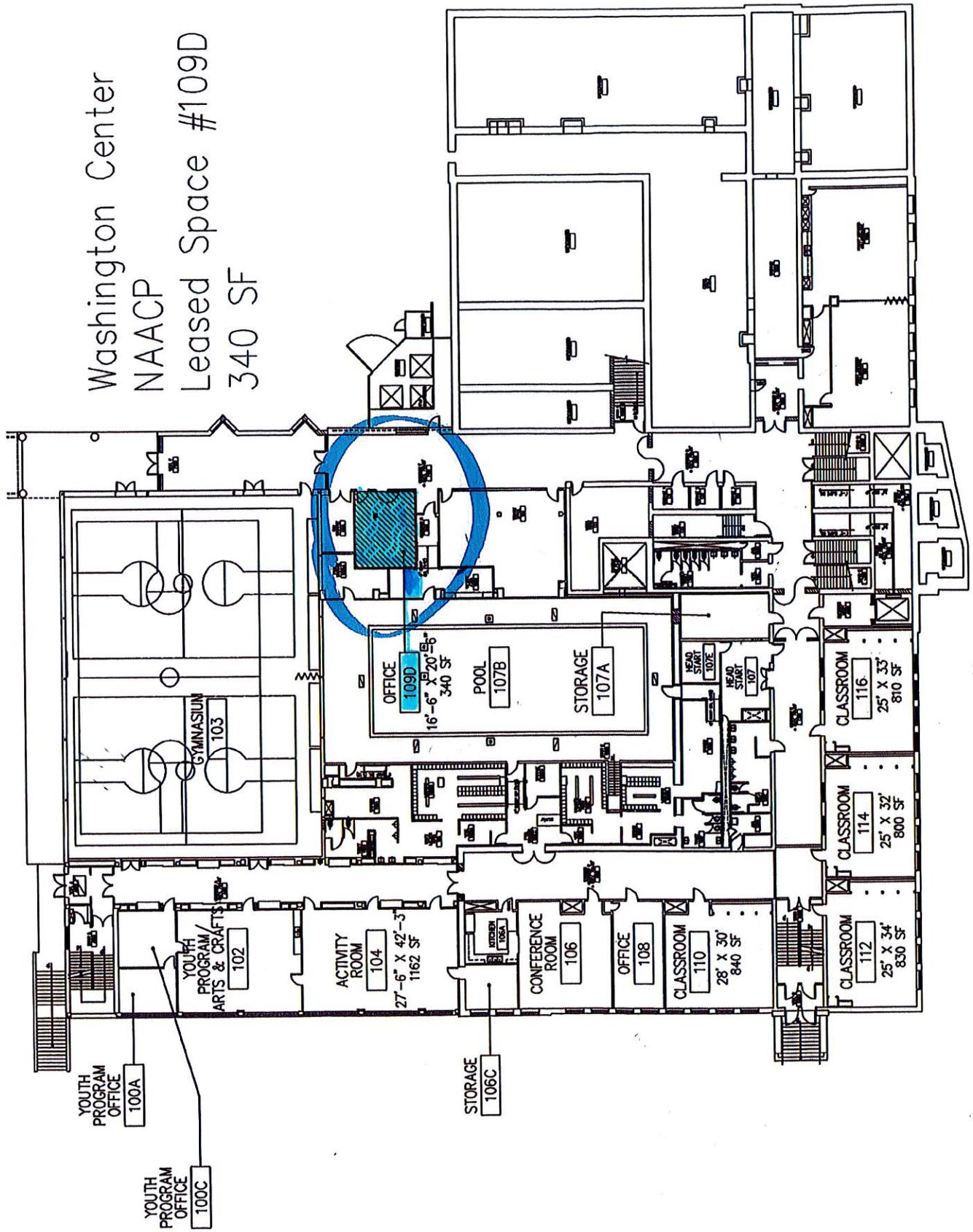


EXHIBIT A

## Exhibit B

### NAACP BRANCH DULUTH MINNESOTA

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE  
POST OFFICE BOX 494, DULUTH MN 55801  
218-590-9009



#### **Description of Services provided by the NAACP Duluth Branch:**

The NAACP President works closely with its membership, community at-large and with community allies (i.e. networking and collaborating), promoting awareness, providing training, support and expertise to adapt and align the association mission/aim/purpose, vision, objectives and strategic plans to meet the needs of the Duluth Community and move it to action; and also identify resources and support needed to accomplish said outcomes of the mission and strategic plan.

#### **Mission Statement**

The mission of the National Association for the Advancement of Colored People (NAACP) is to ensure the political, educational, social, and economic equality of rights of **all** persons and to eliminate race-based discrimination.

#### **Vision Statement**

The vision of the National Association for the Advancement of Colored People is to ensure a society in which **all** individuals have equal rights without discrimination based on race.

#### **Objectives**

The following statement of objectives is found on the first page of the NAACP Constitution - the principal objectives of the Association shall be:

- To ensure the political, educational, social, and economic equality of **all** citizens
- To achieve equality of rights and eliminate race prejudice among the citizens of the United States
- To remove **all** barriers of racial discrimination through democratic processes
- To seek enactment and enforcement of federal, state, and local laws securing civil rights
- To inform the public of the adverse effects of racial discrimination and to seek its elimination
- To educate persons as to their constitutional rights and to take all lawful action to secure the exercise thereof, and to take any other lawful action in furtherance of these objectives, consistent with the NAACP's Articles of Incorporation and this Constitution.

#### **NAACP STRATEGIC PLAN: GAME CHANGERS FOR THE 21ST CENTURY**

For more than a century the National Association for the Advancement of Colored People has worked to ensure the political, educational, social, and economic equality of rights of **all** persons and to eliminate race-based discrimination. Inspired by the force and commitment of The Call of 1909, which denounced the growing oppression of people of color and mobilized thousands to work to bring this discrimination to an end, the NAACP seeks to establish a strategic direction as it embarks on developing The New Call for the 21st Century.

The five NAACP Game Changers below address the major areas of inequality facing African Americans that are the focus of the NAACP's work.

**Economic Sustainability** (A chance to live the American Dream for **all**)

Every person will have equal opportunity to achieve economic success, sustainability, and financial security.

**Education** (A free, high-quality, public education for **all**)

Every child will receive a free, high quality, equitably-funded, public pre-K and K-12 education followed by diverse opportunities for accessible, affordable vocational or university education.

**Health** (Health equality for all Americans including a healthy life and high-quality health care)

Everyone will have equal access to affordable, high-quality health care, and racially disparate health outcomes will end.

**Public Safety and Criminal Justice** (Equitable dispensation of justice for **all**)

Disproportionate incarceration, racially motivated policing strategies, and racially biased, discriminatory, and mandatory minimum sentencing will end. Incarceration will be greatly reduced and communities will be safer. The death penalty will be abolished at the state and federal level, as well as in the military.

**Voting Rights and Political Representation** (Protect and enhance voting rights and fair representation)

Every American will have free, open, equal, and protected access to the vote and fair representation at all levels of the political process. By protecting democracy, enhancing equity, and increasing democratic participation and civic engagement, African Americans will be proportionally elected to political office

**Expanding Youth and Young Adult Engagement**

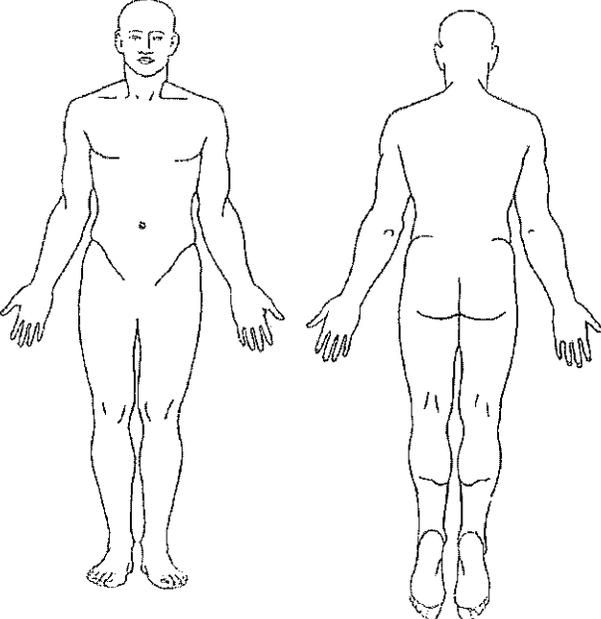
- Expanding the presence of youth consciousness in every aspect of the Association
- Significant attention to expanding engagement with key age demographic (1979 and after)
- Young adult engagement in policy research, development and advocacy on all levels
- Enhance capacity of local units to recruit, engage, train and retain young adults
- Innovative approaches to young adult membership and program engagement

# CITY OF DULUTH

## INCIDENT REPORT

Supervisor and injured employee to complete within 24 hours of incident/injury.

Please print clearly and fax completed form to: 1-866-286-5258

<b>Company Name:</b> Duluth Police Dept.		<b>Dept. / Div:</b> Patrol		<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	
<b>Last name:</b>		<b>First:</b>		<b>Middle initial:</b>	
<b>Address:</b>					
<b>City:</b>		<b>State:</b>		<b>Zip code:</b>	
<b>Incident Date:</b>		<b>Time:</b>		<b>Left work:</b>	
				<b>Returned:</b>	
				<b>Lost time</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Explanation for Injury/Incident:</b> _____					
<b>Incident investigation conducted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>Date supervisor notified:</b>			<b>Date report completed:</b>		
<b>Supervisor's name:</b> _____					
<b>Names / Phone #'s of witnesses:</b> _____					
<b>Was there a:</b> Safety violation <input type="checkbox"/> Machine malfunction <input type="checkbox"/> Motor vehicle accident <input type="checkbox"/>					
<b>Supervisor's comments:</b> _____					
<b>What actions have been taken to prevent recurrence?</b> _____					
<b>CAUSE</b> <input type="checkbox"/> Slip and Fall <input type="checkbox"/> Struck by equipment <input type="checkbox"/> Lifting or moving <input type="checkbox"/> Caught (In, on or between) <input type="checkbox"/> Needle puncture <input type="checkbox"/> Object in eye (Right <input type="checkbox"/> Left <input type="checkbox"/> <input type="checkbox"/> Repetitive / Overuse <input type="checkbox"/> Other			<b>MARK AREAS OF INJURY BELOW</b> <b>Front</b>		
<b>TYPE OF INJURY</b> <input type="checkbox"/> Scrape / Bruise <input type="checkbox"/> Sprain / Strain <input type="checkbox"/> Puncture wound <input type="checkbox"/> Cut / Laceration <input type="checkbox"/> Concussion <input type="checkbox"/> Bite <input type="checkbox"/> Chemical burn / Rash / Breathing difficulties <input type="checkbox"/> Other <input type="checkbox"/> No apparent injury			<b>Back</b> 		
<b>Employee referred to:</b> Clinic <input type="checkbox"/> Hospital ER <input type="checkbox"/> Refused to see MD <input type="checkbox"/>					
<b>DR / Clinic</b>			<b>Phone Number:</b>		
<b>Supervisor's signature:</b>			<b>Date:</b>		
<b>Employee's signature:</b>			<b>Date:</b>		

NOTE: Complete side 2 if Vehicle, Equipment, or Property Damage

<b>INCIDENT LOCATION:</b>			
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	Owner Name: _____ <input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other Owner Address/Phone #: _____ Vehicle License #: _____ Color: _____ Make/Model: _____ Year: _____ Describe Damage: _____		
<b><u>Weather Conditions</u></b> <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		<b><u>Roadway Conditions:</u></b> <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	
		<b><u>Light Conditions:</u></b> <input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor	
		<b><u>Other:</u></b> Approx. Temp: _____ 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	
<b>MISCELLANEOUS COMMENTS:</b> _____			

Sketch below how vehicle accident occurred (Give street names, direction of travel, locations of vehicles, objects and traffic control devices) ↑ North



Exhibit D  
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](http://www.duluthmn.gov/parks/index.cfm)



April 9, 2019

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,

A handwritten signature in black ink that reads "Jessica Peterson".

Jessica Peterson  
Parks and Recreation Manager  
City of Duluth  
411 W First Street  
Duluth, MN 55802



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. **Please submit completed form, along with attached map to: [projectproposal@duluthmn.gov](mailto:projectproposal@duluthmn.gov).**

**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](mailto:projectproposal@duluthmn.gov)  
(218) 730-4325