

**USE AND OPERATION AGREEMENT
BY AND BETWEEN
CITY OF DULUTH
AND
DULUTH CROSS COUNTRY SKI CLUB**

THIS USE AND OPERATION AGREEMENT (the “Agreement”), effective as of the date of attestation by the City Clerk by and between the City of Duluth, a municipal corporation created and existing under the Laws of the State of Minnesota, hereinafter referred to as “City” and the Duluth Cross Country Ski Club, a nonprofit corporation under the laws of the State of Minnesota, hereinafter referred to as “Lessee.”

WHEREAS, the City is the owner of certain real estate in the City of Duluth, County of St. Louis and State of Minnesota known as Lester Park (the “Premises”) which includes the described Leased Premises, which is used for park and open space purposes; and

WHEREAS, City and Lessee entered into a Use and Operation Agreement, City Contract No. 22390, effective February 5, 2015, the term of which expires on December 31, 2025; and

WHEREAS, City and Lessee wish to enter into a new Use and Operation Agreement for the Leased Premises;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties covenant and agree for themselves and their successors and assigns as follows:

I. ADMINISTRATION.

a. For purposes of administering this Agreement, the City shall act through its Facilities and Property Manager or designee (the “Manager”). Lessee shall act through its Designated Board Officer whose identity shall be provided to the Manager on or before January 1 of each year of this Agreement.

II. LEASED PREMISES.

a. Leased Premises shall refer to the existing buildings known as the Lester-Amity Chalet located at 2940 Seven Bridges Rd and is identified by crosshatching shown on the attached Exhibit A.

b. City hereby grants to Lessee the Leased Premises, for its exclusive use for the operation of its Programs for the term of this Agreement.

c. The City makes no representation or warranty, either express or implied, that the Leased Premises is suitable for specific uses and Lessee accepts the Leased Premises in an “as

is” condition without representations or warranties of any kind so far as the Leased Premises is safe for public use.

d. Lessee will permit the City, its officials, employees or agents to access and inspect the Leased Premises at any time. Lessee will not change the locks or otherwise prohibit or inhibit the City access to any portion of the Leased 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 is attached hereto as Exhibit B. The City shall provide Lessee with two (2) keys for its use of the Leased Premises.

III. TERM OF AGREEMENT.

a. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2026, and shall continue for a period of five (5) years (December 31, 2030) (the “Term”), unless earlier terminated as provided for herein.

IV. USE OF LEASED PREMISES.

a. Lessee will make improvements to the Leased Premises and provide the programs and activities as aligned with Lessee’s mission.

b. Lessee may rent any portion of the Leased Premises to private groups, clubs or parties and may, at its discretion, charge a rental fee. The rental fee for each event shall be similar to rental prices charged under similar circumstance in the community. All such rentals shall be documented by a written rental agreement approved by the Manager. Lessee agrees that each sublease shall require of the sublessee similar insurance and indemnification requirements as outlined herein and shall name the City as an additional insured. Lessee shall be responsible for overseeing and supervising these rentals and user groups and shall be responsible for ensuring compliance with all rules and laws.

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

d. Lessee shall be responsible for providing all staff necessary to fulfill Lessee’s obligations under this Agreement.

e. Lessee shall promptly notify the City 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 Leased Premises. Such written report shall be in a form acceptable to the City’s Claims Investigator and Adjustor. A copy of the City’s form of Incident Report is attached hereto as Exhibit C.

f. The rights of Lessee to occupy, use, and maintain the Leased Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein

contained are on its part complied with promptly, subject to the Lessee Defaults and Remedies set for herein.

g. Lessee understands and acknowledges that Lessee must obtain Special Event Permit from the City's Parks and Recreation Division for any Special Programs or activities operated by Lessee that utilize areas of the Premises other than the Leased Premises including but not limited to the trail system. Regularly sponsored events with an anticipated attendance of forty (40) people or less, such as lessons or social skiing/biking, will not require a Special Events permit.

V. MAINTENANCE.

a. Lessee agrees to maintain the Leased Premises in compliance with all codes for such facilities. Lessee shall maintain all elements of the Leased Premises in good, functional condition including heating systems, electrical systems, plumbing systems, drains, sanitary sewer system, doors, and windows and shall repair or replace any such building systems or elements which become worn, damaged or broken, unless the Manager determines, in the exercise of his or her sole discretion and in writing, that such repair or replacement is unnecessary and waives this requirement for the system or element in question. In addition, Lessee shall be required to perform all outdoor maintenance reasonably determined by the Manager to be necessary for the property operation of the Leased Premises, including grass cutting, snow removal except maintenance and snow removal on roads, which maintenance and snow removal shall be the City's responsibility.

VI. ALTERATIONS OR IMPROVEMENTS.

a. Lessee may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises upon advance written approval from the City's Property and Facilities Manager. 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. City shall use its best efforts to provide its approval or disapproval to Lessee within 30 days of said submission.

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

hereunder. The City Attorney shall advise of any deficiency and/or approval within 20 (20) of said proof of insurance to City.

c. Any construction or other modifications done to or on the Leased Premises shall conform to all applicable regulations, building codes and health standards.

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

e. No signage may be installed within the Premises without the prior written approval of the Parks & Recreation Manager. All signage must adhere to the City's Gate, Wayfinding, and Signage Design Plan, as amended from time to time. Notwithstanding the foregoing, the City reserves the right to install its own signage within the Premises.

f. The Lessee may install advertising banners within the Premises pursuant to the terms and conditions set forth in this paragraph. All advertising banners must be temporary in nature and are subject to the approval of the Parks Manager, including as to size, content and location within the Premises, which approval shall not be unreasonably withheld. Lessee shall: (i) be entitled to revenues generated by the sale of advertising via advertising banners hung within the Premises, and (ii) ensure that all advertising banners comply with all applicable codes and laws. Tobacco products may not be advertised at the Premises. Adult bookstores, as defined by Section 5-17(a) of the Duluth City Code, and adult entertainment establishments, as defined by Section 5-17(b) of the Duluth City Code, may not be advertised at the Premises.

VII. USAGE FEE.

a. There shall be no usage fee for the Lessee's use of the Premises.

VIII. MISCELLANEOUS PAYMENTS.

a. Refuse and Garbage. Lessee shall have all responsibility for the legal, proper and final disposal of refuse and garbage generated by its operations at the Leased Premises and agrees to absorb all costs related thereto.

b. Utilities. Lessee shall pay any and all charges for utilities furnished to the Leased Premises, including but not limited to hook-up charges and assessments related to all utilities, including but not limited to water, sewer, gas, telephone, internet, and electrical power, provided, however, that Lessee shall not be responsible for any utilities for the emergency warning system and any trail lighting.

c. Taxes. Lessee shall promptly pay or cause to be paid all lawful taxes and governmental charges, including real estate taxes at any time levied upon or against Lessee or Leased Premises.

d. Licenses and Fees. Lessee shall preserve Lessee's existence and all of its licenses, permits and consents to the extent necessary and desirable to the operation of its business and

affairs and to be qualified to do business in each jurisdiction where its ownership of property or the conduct of its business requires such qualifications; provided, however, that nothing herein contained shall be construed to obligate it to retain or preserve any of its licenses, permits or consents which are no longer useable.

e. Assessment Fees and Charges. Lessee shall pay or cause to be paid when due or payable all special assessments levied upon or with respect to the Leased Premises; and to pay all fees, charges and rentals for utilities, service or extensions for the Leased Premises and all other charges lawfully made by any governmental body for public improvements, except as the same are paid by City; provided that nothing shall prevent Lessee from contesting in good faith, any such payment requirement except as such contest would negatively affect the City's rights under this Agreement.

f. Other Costs of Leased Premises. In addition to the forgoing costs and charges set forth above, Lessee shall bear, and promptly pay, on or before the date due, all other costs, fees and charges of any kind whatsoever, arising out of the ownership, use of or occupancy of the Leased Premises. Should Lessee fail to so pay any such costs, fees or charges, City may, at its discretion, pay such costs, fees and charges and thereupon, Lessee shall reimburse City for the same within Fourteen (14) days of being billed therefore by the City and City may collect the same as it deems appropriate.

IX. INDEPENDENT RELATIONSHIP.

a. Nothing in this Agreement 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. 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. Lessee's employees shall not be considered employees of the City, and any and all claims that may arise under the Workers' Compensation Act of the State of Minnesota and any and all claims whatsoever 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 or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, or severance pay.

X. INSURANCE.

a. Lessee shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Premises. A Commercial General Liability Insurance policy shall be maintained in force by Lessee throughout the Term in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for property damage or

One Million Five hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. 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. Lessee shall provide satisfactory proof of Statutory Minnesota Workers' Compensation Insurance. The City does not represent or guarantee that these types or limits of coverage are adequate to protect Lessee's interests and liabilities.

b. Lessee shall provide the City with Certificates of Insurance evidencing required insurance coverages with 30-day notice of cancellation, non-renewal, or material change provisions included. Such policies of insurance shall be in a form acceptable to the City Attorney. The City shall be named as an additional insured on the policies of insurance required by this Agreement. When using the "Accord" Certificate form cancellation provisions, the words "endeavor to" on Line 2 must be deleted. As an additional insured under the insurance contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage." The City is an additional insured not subject to the "other insurance" condition or other policy terms which conflict with the agreement between the named insured and the City. The 2004 edition of ISO Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, then it must be a pre-2004 edition.

c. The City reserves the right to require Lessee to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

d. The City does not intend to waive any legal immunities, defenses, or liability limits that may be available.

e. The City shall not be liable to Lessee 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.

XI. HOLD HARMLESS AND INDEMNIFICATION.

a. To the fullest extent permitted by law, Lessee agrees that it shall defend, indemnify, and hold harmless the City, its officers, employees, and agents, from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by Lessee or any third party. Said obligations to defend, indemnify, and hold harmless shall include, but not be limited to the obligation to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omissions of Lessee, including but not limited to the failure to supervise, breach of warranty, the failure to warn, the failure to prevent such act or

omission by Lessee, its employees, or its agents, and any other source of liability. Said obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. On ten (10) days' written notice from the City of Duluth, Lessee shall appear and defend all lawsuits against the City of Duluth growing out of such injuries or damages. Lessee shall not be required to indemnify City for amounts found by a fact finder to have arisen out of the intentional, willful, or wanton acts or omission of City. This Section, in its entirety, shall survive the termination of this Agreement if any amount of work has been performed by Lessee. Nothing in this provision shall affect the limitations of liability of the City as set forth in Minnesota Statutes Chapter 466. Lessee Understands this provision may affect its rights and may shift liability and specifically agrees to the same.

XII. REPORTING, RECORDS RETENTION, AND GOVERNMENT DATA PRACTICES.

a. All data collected, created, received, maintained, or disseminated for any purpose by the parties because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Lessee shall comply with the Minnesota Government Data Practices Act.

b. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data by Lessee. If Lessee receives a request to release data related to this Agreement and referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, Lessee shall immediately notify the City and consult with the City as to how Lessee should respond to the request. Lessee agrees to hold the City, its officers, and employees harmless from any claims resulting from Lessee's unlawful disclosure or use of data protected under state and federal laws.

c. Lessee agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement and the Services for six (6) years following the termination or expiration of this Agreement.

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

XIII. INCIDENT REPORTS.

a. Other Party shall promptly notify the Manager in writing of any incident of injury or loss or damage to the property of the City or to any of Lessee's participants or invitees occurring on or within Premises during the Term. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjustor. A copy of the City's current form of Incident Report is attached as Exhibit C.

XIV. COMPLIANCE WITH LAWS.

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

d. The Services provided at 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.

XV. COMMUNICATIONS.

a. The parties acknowledge 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.

XVI. 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 set forth below 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: Hank Martinsen
411 W. 1st Street
Duluth, Minnesota 55802
(218) 730-4300

Duluth Cross Country Ski Club
Attn: Jonathan Rova
2940 Seven Bridges Rd
Duluth, MN 55804
218-260-8251

XVII. CITY ACCESS.

a. After reasonable notice to Lessee by the City (except in the case of an emergency), Lessee shall permit the Manager, the Property Manager, and their designees, to access and inspect the Exclusive Space. Lessee shall permit the Manager, the Property Manager, and their designees, to access and inspect the Non-Exclusive Space at any time without prior notice. Lessee shall not change the locks or otherwise prohibit or inhibit the Manager's access to any portion of the Premises.

b. The City's Properties and Facilities Management Division shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution for the Premises. Lessee shall comply with the City's Key Control Policy, a copy of which shall be provided to Lessee, and is subject to unilateral change by the City during the Term.

c. Lessee shall not make copies of any keys for the Premises. All keys shall be promptly returned to the Property Manager upon termination or expiration of this Agreement.

XVIII. TAXES.

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

XIX. SMOKING, TOBACCO, AND ALCOHOL USE PROHIBITED.

a. No smoking, tobacco, or alcohol use is allowed on the Premises.

XX. TERMINATION OR EXPIRATION OF AGREEMENT.

a. General Provisions. Upon termination or expiration of this Agreement, Lessee shall surrender possession of the Premises to the City in as good condition and state of repair as the Premises were in at the time Lessee took possession, normal wear and tear excepted. All person property remaining on the Premises upon termination or expiration of this Agreement shall become the exclusive property of the City.

b. Without Cause. This Agreement may be terminated without cause by either party by serving at least sixty (60) days' written notice upon the other.

c. For Cause.

1. The City may unilaterally terminate or suspend this Agreement immediately if the City believes in good faith that the health, welfare, or safety of occupants or neighbors of the

Premises would be placed in immediate jeopardy by the continuation of this Agreement or the occupancy of the Premises by Lessee.

2. The City may unilaterally terminate or suspend this Agreement immediately if the City determines Lessee has or is violating any term of this Agreement. The City shall provide Lessee with written notice of such violation and shall allow Lessee thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all 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 Lessee. In the event of a violation of this Agreement by Lessee, 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 Lessee, may remove all persons and property from the Premises. The City may, in addition to any other remedy it may have, recover from Lessee all damages incurred by reason of any violation of this Agreement, including the cost of recovering the Premises and for attorney's fees.

3. Lessee may terminate or suspend this Agreement if Lessee determines that the City has or is violating any term of this Agreement. Lessee shall provide the City with written notice of such violation and shall allow the City 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 within thirty (30) days, then Lessee may terminate this Agreement immediately by serving written notice to the City.

XXI. GENERAL PROVISIONS.

a. The Premises are a multi-use area requiring the cooperation of all users and all use is subject to the Easement Agreement. This cooperation includes ingress and egress, amenities, and related improvements. Lessee acknowledges that the Manager shall ultimately determine the appropriate use of the Premises and shall prevail in any disputes between user groups.

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

c. 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.

d. 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. All previous agreements between the parties are terminated.

e. Lessee agrees that it shall neither assign nor transfer any rights or obligations under this Agreement, nor, sublet any portion of the Premises.

f. 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.

g. 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. Any amendments to this Agreement shall be in writing and shall be executed by the same officers who executed this Agreement or their successors in office.

i. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said parties on their behalf will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

j. 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.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below.

Exhibit A





TENANT KEY REQUEST

RENEWAL: ☐

TO: Facility Management, 1532 W. Michigan Street

Date: _____

FROM: _____
(Department)

Please issue the following key(s) to: _____
(Name)

Home Address: _____
(Street/P.O. Box) (City) (Zip)

Telephone Number: _____

I.D. Number: _____

NOTE:

Keys will be issued to Tenants on a Building Lease basis only. Uncleared keys will result in an Facility Management "hold" on the Tenant's security.

BLDG. and ROOM NO:

FOR FACILITY MANAGEMENT
USE ONLY

Position Number (Sequence Number)

KEYS TO BE ISSUED
FOR:

Lease Number: .

Building Number: .

Organization: .

Signature of Department Supervisor

For Facility Management Use Only: KEY(S) ISSUED/RENEWED _____ BY _____
(Date) (Initials)

READ AND SIGN KEY ISSUE POLICIES ON REVERSE

KEY CONTROL POLICY

POLICY

It is the policy of Facility Management for the City of Duluth to promote the security of City of Duluth personnel, its tenants and appropriate access to City of Duluth property. This policy describes the control of, the use, and possession of keys to campus facilities, including (A) general provision, (B) design of keying systems, (C) fabrication, (D) responsibility for issuance, (E) responsibilities regarding lost keys, (F) eligibility for possession, (G) provision for contractor access, and (H) key and building security.

PRINCIPLES

A. GENERAL PROVISION: Unauthorized fabrication, duplication, possession, or use of keys to facilities of City of Duluth is a crime and not allowed under any circumstances. Facility keys are City of Duluth property and may be recovered at any time.

B. DESIGN: Design of the keying system is the responsibility of Facilities Management. The design will ensure security and reasonable convenience to personnel occupying City of Duluth facilities.

C. FABRICATION: Facilities Management fabricates all keys and performs all lock changes for City of Duluth facilities, except for work performed by on-site contractors under the direction of Facilities Management. Records of keys to City of Duluth facilities, including the names of individuals to whom keys are issued, dates of issue/return/loss will be maintained by the Facility Management, 1532 West Michigan Street, Duluth, Minnesota 55806. Facility, Room and Structure keys will not be duplicated, except by Facilities Management.

D. RESPONSIBILITY—ISSUANCE: All persons issued City of Duluth keys shall at all times be held responsible and accountable for said keys. Appropriate administrators may request and delegate the issuance of keys only as necessary and in accordance with the Key Eligibility Criteria below.

E. LOST KEYS: Individuals possessing keys to City of Duluth facilities are responsible for such keys. Facility Management and the City of Duluth reserves the authority to charge individuals for the cost of key replacement and/or re-keying of locks caused by loss of keys to City of Duluth facilities in accordance with a rate schedule approved periodically by the Administration. All lost keys must be reported immediately to the appropriate department administrator and Facility Management.

F. KEY ELIGIBILITY CRITERIA: Only City of Duluth employees, contract vendors or approved lease holding tenants and their designated assignees shall be allowed keyed access to City of Duluth facilities.

G. CONTRACTOR ACCESS: Keys needed by contractors or other non-City users must be authorized by Facilities Management, including authorized individual, firm name, and specific return date. All costs of key recovery or re-keying related to unreturned keys will be the responsibility of the firm to which the keys were issued, and final payment will not be made until keys are cleared.

H. KEY AND BUILDING SECURITY: The individual to whom keys are issued is personally responsible for the use of said keys until returned to Facility Management. Individuals must personally sign for their keys and shall not transfer or loan their keys to another individual. Key holders shall not "prop" doors or leave them unlocked during hours when the facility is normally closed. Key holders shall not unlock buildings or rooms for others unless the individual has a valid, verifiable reason and proper identification for access, or is known by the employee to have legitimate need for access to the room or building. Tenants are issued keys for duration of the lease time only. Tenant lease/security deposits may be withheld or forfeited. Employees may be issued keys for the duration of employment. The employee's final paycheck may be held pending return or clearance of outstanding keys.

I have read and agree to the above Key Control Policy. I shall return to *Facility Management, 1532 West Michigan Street, Duluth, Minnesota 55806* any key issued to me when I no longer have a need for the key or when, for any reason, it is requested by Facility Management. I will report any lost key as soon as the loss is known.

Signature of person to whom key(s) are issued

Date

NOTE: LOST KEY CHARGE \$25 - \$200

City of Duluth Incident/Injury Report

Supervisor must complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Email completed forms to accidentreporting@duluthmn.gov.

Date of Incident/Injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department:
Which Option Best Describes This Claim? <input type="checkbox"/> Incident Only (No Medical Care) <input type="checkbox"/> Medical Only <input type="checkbox"/> Injury Includes Lost Time		
Initial Treatment Sought: <input type="checkbox"/> Refused Medical Care / None <input type="checkbox"/> Clinic <input type="checkbox"/> Hospital ER	Doctor/Clinic Name: _____ Phone: _____ Street Address: _____ City: _____ State: _____ Zip Code: _____	

Last Name:	First Name:	Middle Name:
Address:	City:	State: Zip Code:
Phone:	Date of Hire:	Job Title: Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female

Did Accident, Injury, or Incident occur on Employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of Incident Location: _____ Street Address: _____ City: _____ State: _____ Zip Code: _____
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Time Employee Began Work: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time of Accident, Injury, or Incident: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Date Employer Notified of Accident, Injury, or Incident:	First Date of Any Lost Time:
Return to Work Date:	Return to Work with Restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Describe the nature of the accident, injury, or incident. Be specific and include body parts affected.

Describe the activities when the accident, injury, or incident occurred and include details of how it happened.

What tools, equipment, machines, objects, and/or substances were involved?

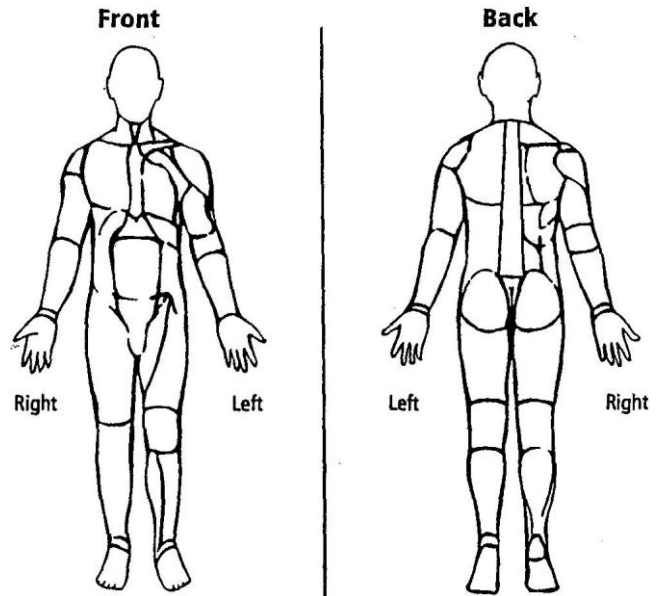
Incident Investigation Conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Supervisor Notified:	Date Report Completed:
Supervisor Name:		Supervisor Phone:
Name and Phone Number of Witness:		Name and Phone Number of Witness:
Supervisor Comments:		
What actions have been taken to prevent recurrence?		

City of Duluth Incident/Injury Report

CAUSE

- ☐ Slip and Fall
- ☐ Struck by Equipment
- ☐ Lifting or Moving
- ☐ Caught (in, on, or between)
- ☐ Needle Puncture
- ☐ Object in Eye (☐ Right ☐ Left)
- ☐ Repetitive/Overuse
- ☐ Other (specify): _____

MARK AREAS OF INJURY BELOW:



TYPE OF INJURY

- ☐ Scrape/Bruise
- ☐ Sprain/Strain
- ☐ Puncture Wound
- ☐ Cut/Laceration
- ☐ Concussion
- ☐ Bite
- ☐ Chemical Burn/Rash/Breathing Difficulties
- ☐ No Apparent Injury
- ☐ Other (specify): _____

COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE

For Vehicle Accidents: Attach sketch and additional information of how vehicle accident occurred.
Include street names, direction of travel, locations of vehicles, objects, and traffic control devices (↑ North).

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: _____	Vehicle License #: _____	
	Make/Model: _____	Color: _____	Year: _____
	Describe Damage: _____		
Weather Conditions		Roadway Conditions	Light 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		<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	<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 must be completed and signed by Supervisor and Employee. Submit forms to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____



Parks & Recreation

Ground Floor
411 West First Street
Duluth, Minnesota 55802



218-730-4300



parks@duluthmn.gov

July 1, 2022

Dear Community Partner:

Thank you for your interest in proposing an improvement project on City property. We recognize that working closely with the community is an important way 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. Proposals may be submitted by individuals and community organizations, as well as City Divisions/Departments. Please note that acquiring funds for a project through grants, fundraising, donations, or other means does not guarantee project approval. It is strongly recommended that organizations seek City approval in advance of, or at least concurrent with, pursuing funding.

In responding to project proposal submissions, Parks and Recreation, as the City entity receiving completed project proposals, will:

1. Accept and review all Project Proposal Forms;
 - a. Should project proposals be submitted that do not apply to park property, our Division will route that project proposal onward to the appropriate City Division for review and processing.
2. For Parks-related Project Proposal Forms:
 - a. Conduct an internal review to evaluate project proposals.
 - b. Use general criteria included with the Project Proposal Application Form for reference.
 - c. Consult across departments/divisions as appropriate.
 - d. Communicate with proposer with questions, requests for additional information, and/or requests or suggestions for proposal modifications.
 - e. Provide notice of Project Proposal status as approved or denied.
 - i. If approved, facilitate the process with the proposer to project completion.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

The intent of this process is to streamline review, evaluation, and decision making against existing plans, standards, and uses. Please contact our mainline at 218-730-4300 for additional information.

Thank you for proposing projects that improve and enhance our City!

Jessica Peterson
Parks and Recreation Manager



PROJECT PROPOSAL APPLICATION FORM

Use this form to propose a City of Duluth improvement project on park property. Responses should be attached to your submission. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

Please submit completed application materials to: projectproposal@duluthmn.gov.

APPLICANT CONTACT INFORMATION - REQUIRED

Date of Application

Name

Organization

Email

Phone

Organization Description (length operating, membership, formal/informal, non-profit status, mission, etc.)

Proposed Project Name

Proposed Project Location

PROJECT PROPOSAL FORM - APPLICATION QUESTIONS

Please submit responses to the following questions regarding your proposed project.

1. **Describe, with as much detail as possible, the location(s) of the proposed project.** Give the park/trail name(s), location within park/trail, GPS coordinates, and/or attach an image clearly identifying the location(s).
2. **Describe the proposed project in as much detail as possible.** Why is the project needed and necessary? What is the timeline? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required for any physical improvements. These may include location, sizes, wording, colors, etc. Include or attach any additional information about this project.
3. **Describe the benefits of the proposed project.** Is it expected to add to or reduce costs for the City or a user group? Is it a functional improvement? Does it provide aesthetic benefit to the park? Are there potential safety concerns or does it resolve safety concerns?

4. **Describe the approximate cost to complete the project and the funding sources.** Are funding sources planned, pending, or secured? Is the proposer seeking City funding or resources to support the project? If so, what resources and how much (time, materials, cash contribution...)?

5. **Does this project have the support of neighbors living nearby and/or other groups who may be regularly using the space?** How have you communicated the proposed project to them?

6. **Does the project require any specific permitting?** If so, have permits been secured? (Park space reservations for exclusive use, construction permits, land use, etc.)

NOTE: It is generally advised that applicants be aware of permit requirements, but not pursue these until approval of the project is granted.

7. **Long-term maintenance.** If applicable, what is the long-term maintenance plan for the proposed project? Who will be involved and what are their proposed roles/responsibilities? Timeline?

For Temporary Art Installations:

8. **Describe the envisioned timeline and duration of the installation.** Dates, length of time, etc. from installation to removal.

9. **Does the project have a designated point of contact** to respond to vandalism, damage, etc. on short notice if needed? Please provide contact information.

10. If an event is intended to coincide with the installation, have you or will you be coordinating this with the Parks Permit Coordinator or another City staff person? Please share details.

Additional Information:

FOR OFFICE USE ONLY

The following criteria will be used to evaluate project proposals:

- Impacts to any of the following energy types? Electricity, Gas, Oil, Steam, Water and Sewer.
- Alignment and compatibility with plans: Comprehensive Plan, Parks and Recreation Master Plan, system plans, strategic plans, mini-master plans, etc.
- Compliance with ADA and/or ABA standards for accessibility
Compatibility with surrounding and adjoining uses
- Compatibility with current licenses, agreements, contracts between City and applicable third-party organizations
- Compliance with zoning and land use
- Permit requirements identified and able to be obtained

	Y	N	N/A
1. Is the proposed location(s) available and safe for proposed project?			
2. Will the proposed project ensure that current users or park use have limited negative impact or interference? (Safety, enjoyment of space...)			
3. Will the proposed project ensure that the physical nature of the site and its surroundings—short and long-term—are not negatively impacted? <i>Turf damage, modifications creating safety concerns, tree damage, litter, disintegration or detachment of installation materials...</i>			
4. If the park has an established theme or style, will the proposed project complement that theme or style?			
5. Is the proposer or their approved appointee available to respond to, address, repair, and/or remove the proposed project materials within a reasonable notice period if requested by City? <i>Graffiti, vandalism, weather impacts, broken parts, etc.</i>			
6. Will private/special/public events in the vicinity of the proposed project remain unaffected?			
a. If affected, is artist willing to adjust or mitigate?			
7. Might private/special/public events benefit from the proposed project?			
8. Temporary Art: Is this truly a Temporary Art Installation? <i>Not a permanent installation, permanent mural, nor a special/private event. Consult permitting as appropriate.</i>			

**CITY OF DULUTH
PARKS AND RECREATION
411 WEST FIRST STREET DULUTH, MN 55802
projectproposal@duluthmn.gov
(218) 730-4300**