

RECREATION, LIBRARIES & AUTHORITIES COMMITTEE

11-0376R

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH BAYFRONT BLUES FESTIVAL, INC., FOR THE PRODUCTION, PROMOTION AND MANAGEMENT OF THE BAYFRONT BLUES FESTIVAL.

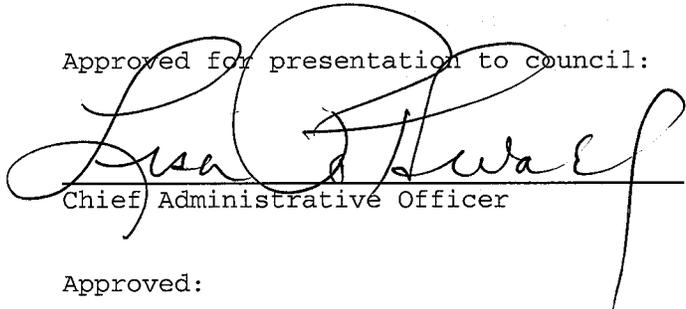
CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement, substantially in the form of that on file in the office of the city clerk as Public Document No. \_\_\_\_\_, with Bayfront Blues Festival, Inc., (promoter) pursuant to which the promoter agrees to produce, promote and manage the Blues Festival at Bayfront Festival Park, rental and fees to be deposited in Fund 0237, Agency 015, Revenue Source 4623 (Bayfront Festival Park, Administrative Services, Rent of Land).

Approved:

  
Department Director

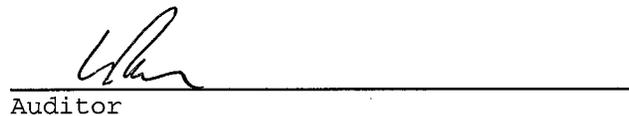
Approved for presentation to council:

  
Chief Administrative Officer

Approved as to form:

  
Attorney

Approved:

  
Auditor

PARKS/ATTY TLL:dma 07/05/2011

STATEMENT OF PURPOSE: This resolution authorizes an agreement between the City of Duluth and Bayfront Blues Festival, Inc., for the production, promotion and management of the Blues Festival during 2011, 2012 and 2013.

CITY OF DULUTH - BAYFRONT FESTIVAL PARK  
BAYFRONT BLUES FESTIVAL GENERAL PERMITEE AGREEMENT  
2011, 2012 and 2013.

PARTIES

1. THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, is by and between the CITY OF DULUTH, a municipal corporation of the County of St. Louis, State of Minnesota, hereinafter referred to as the "CITY", and BAYFRONT BLUES FESTIVAL, INC., hereinafter referred to as "PROMOTER".

PREMISES

2. That in consideration of the mutual covenants as set forth herein, the CITY agrees to permit the PROMOTER the full utilization of the Bayfront Festival Park including grounds and structures, but excluding the playground area commonly known as Playfront Park, and as delineated on Exhibit A, attached hereto and made a part hereof ("VENUE"), for the sole purpose of conducting the BAYFRONT BLUES FESTIVAL ("Event"). The CITY makes no representations that the aforesaid VENUE is suitable for this specific use.

TERM OF OCCUPANCY

3. Except as provided in this paragraph, PROMOTER is permitted to use the VENUE for a period commencing at, but not prior to, 6:00 a.m., August 12, 13 and 14, 2011, and concluding no later than 11:00 p.m., August 14, 2011. The permit granted by this Agreement is for the sole purpose of conducting the Event. PROMOTER agrees that it shall conduct and complete the Event only during such period. PROMOTER will be given access to the VENUE beginning on Tuesday, August 9, 2011, Wednesday, August 10, 2010 and Thursday, August 11 for set up. PROMOTER further agrees that all clean up and site restoration to the VENUE shall be completed on August 15, 2011.

HOURS OF OPERATION

4. PROMOTER and/or its contracted musicians, musical or event groups, may perform music or other related, appropriate entertainment at the VENUE not earlier than 10:00 a.m. on August 12, 13 and 14, 2011. If the VENUE ends at 11:00 PM a \$200 fee will be applied if the VENUE ends at 12:00 a \$400 fee will apply. All performances shall end at a time which will allow EVENT patrons to exit the premises not later than midnight each day. In years 2012 and 2013, PROMOTER may use the VENUE for a similar period of time on dates to be determined by the parties before January 1 of each year.

FEES

5. In addition to the fees provided for in paragraphs 6, 7, and 8 of this Agreement, PROMOTER agrees to the rent payment of Three Thousand Dollars (\$3,000) in exchange for the exclusive utilization of the VENUE for the Event for years 2011, 2012 and 2013. Said rent payment shall be a non-refundable down payment for the EVENT. Such advance payment to be due and payable at the time of permit application. Fees will be based on current City Council approved schedule.

6. In addition to the fee provided for in paragraph 5, PROMOTER agrees to pay a daily fee of \$400 for the use of the perimeter fence, \$400 per day for the stage, a set-up fee of \$500 and a take-down fee of \$500 for year 2011. The stage, fence, set-up and take-down fees are due and payable at the time of permit application. Total stage, fence, set-up and take-down fees are \$4,400 for the year 2011. PROMOTER agrees to pay daily fees for use of the perimeter fence and stage as well as set-up and take-down fees in years 2012 and 2013 according to the annual fee schedule as passed by the city council for the corresponding year. Fees will be based on current City Council approved fee schedule.

7. PROMOTER agrees to the payment of a restoration deposit in the amount of Two Thousand Dollars (\$2,000). Such deposit shall be payable to the CITY at the time of permit application. Said deposit shall be returned to PROMOTER once the VENUE has been restored to its original condition by PROMOTER, normal wear and tear excepted, and accepted by the CITY, and further subject to payment of all fees. If PROMOTER fails to return the VENUE to its original condition, the CITY shall permanently retain the entire amount of said deposit and cause the VENUE to be restored. All expenses incurred by the CITY in restoring the VENUE shall be the responsibility of PROMOTER. PROMOTER shall pay all such costs to the CITY within 30 days of receipt of the CITY'S invoice for all costs that exceed the amount of the damage/clean up deposit. Fees will be based on current City Council approved fee schedule.

8. PROMOTER may sublet or rent out a reasonable amount of the VENUE in the area indicated in Exhibit A, to lawful and appropriate vendors, concessionaires or other business ventures ("Sublettee(s)"), subject to the approval of the CITY which shall not be unreasonably withheld. It shall be the responsibility of PROMOTER to submit to the CITY evidence verifying that each Sublettee possesses a valid City of Duluth Sales Tax Permit and meets all minimum St. Louis County Health Department requirements or any other requirements as may be required by any applicable laws, codes, or ordinances, in force at the time of the EVENT before allowing such Sublettee access to the EVENT. No later than seven (7) days before the EVENT, PROMOTER shall provide to the City appropriate documentation regarding the identity, nature of business and total square footage of EVENT area to be utilized by each Sublettee. No later than seven (7) days after the EVENT, PROMOTER shall

submit a payment to the CITY at the rate of Twenty Dollars (\$20.00) per day for each one hundred (100) square foot of EVENT area utilized by Subletees. Such payment shall be submitted to the CITY together with a site map showing the names and locations of each Subletee. Fees will be based on current City Council approved schedule.

9. All revenues collected by the CITY from PROMOTER shall be deposited into the CITY's Fund 0237, Agency 015, Revenue Source 4623.

#### PARKING

10. PROMOTER is aware that vehicular parking on the City-owned lot shown as Lot A is governed by an Agreement between the City of Duluth and Secret Service Entertainment, LLC for the year 2011. PROMOTER shall negotiate directly with Secret Service Entertainment, LLC for parking on City-owned Lot A for the EVENT. PROMOTER is also aware that vehicular parking on DEDA-owned Lot B is governed by an Agreement between DEDA and Secret Service Entertainment, LLC. If PROMOTER desires to utilize additional parking in DEDA-owned Lot B, PROMOTER shall negotiate directly with Secret Service Entertainment, LLC for such parking. All parking arrangements, sale of parking tickets, and collection of fees is under the control and direction of Secret Service Entertainment, LLC. PROMOTER understands the parking lot Agreement for 2012 and 2013 may be negotiated with a different party.

#### MAINTENANCE AND OPERATION

11. PROMOTER agrees that it shall be responsible for all damage caused by and arising out of the occurrence of the EVENT, whether such damage was the result of the actions or omissions of PROMOTER, its agents or assigns, or any other person or entity. Such responsibility for damages includes, but is not limited to, set up and take down activities.

12. PROMOTER shall provide at its expense trash collection receptacles and attendant services in sufficient quantity to maintain the VENUE in a reasonable state of cleanliness before, during, and through the conclusion of the EVENT. Such cleanup area shall include all of Bayfront Festival Park and shall not be limited to the VENUE area. If required by the St. Louis County Health Department, PROMOTER shall provide specialized disposal receptacles and related pick up services through a competent vendor, for the handling of liquid, oil, fatty, or other materials disposed of and requiring special and/or separate handling before, during, or after its event. PROMOTER shall provide, at its expense, for the separation of recyclables plastic bottles, aluminum cans and cardboard boxes that is created at these events and for its removal from the site to the appropriate collection site.

13. PROMOTER shall provide at its expense, a sufficient quantity of portable toilet units, including one (1) handicap accessible units, complete with ongoing cleaning and servicing throughout its event to provide safe, minimum standards of sanitation and public convenience. The actual number of portable toilet units may be adjusted, at the direction of the St. Louis County Health Department, or the CITY, at any time throughout the event. See Exhibit C. The CITY shall provide to the permanent toilet building only, and at its expense, a sufficient supply of toilet paper, towels and cleaning supplies during the time of the EVENT.

14. PROMOTER agrees that vehicular access to the VENUE shall be strictly limited to the "Vehicle Access" roadway from Railroad Street as designated and labeled on Exhibit A. At no time shall any vehicle of any kind be parked, operated, or permitted except upon those areas of the VENUE labeled "Vehicle Access" unless approved in writing by the Parks and Recreation Division Manager, or the Manager's designee. PROMOTER shall be responsible for the enforcement of this provision for all vehicles on the VENUE whether said vehicles are owned by PROMOTER, PROMOTER's employees, Subletees, contractors, agents of PROMOTER, or its patrons. The CITY may order the immediate removal of any vehicle used or parked in violation of this provision.

#### ALTERATIONS OR IMPROVEMENTS

15. PROMOTER shall not drive stakes, excavate, or otherwise install any other underground apparatus into any of the grounds of Bayfront Festival Park without first providing a detailed, precise map to the CITY of all proposed underground locations at least Ten (10) days in advance of the EVENT. PROMOTER shall not proceed with any underground actions without first securing approval from the Parks and Recreation Division Manager and further having all underground utilities properly located by One Call or identified by the CITY prior to proceeding with said underground actions.

16. PROMOTER shall limit the on-ground use of wires, hoses, etc. to only those areas which are not accessible to normal pedestrian traffic. In the event PROMOTER needs to allow the installation of on-ground utilities, PROMOTER shall first secure the permission of CITY and comply with all applicable codes and laws pertaining to said installations.

17. PROMOTER may make temporary improvements to the grounds such as the erection of fencing, scaffolding, special platforms, water tanks, rigging, or other apparatus necessary to ensure the success of the EVENT or the safety of staff, performers, and the general public. PROMOTER shall submit plans to the CITY showing the proposed location of all such apparatus upon the grounds at least Ten (10) days in advance of said Event for review by the Parks and Recreation Division Manager, or designee. No construction, alteration, or

improvement shall begin until approved by the Parks and Recreation Division Manager, or designee, and all necessary building permits are secured. All construction or apparatus installed on said premises shall conform to any and all applicable laws or building codes governing such installations.

18. PROMOTER agrees that prior to commencing any construction, erection, alteration, or improvement on said premises that PROMOTER will provide the CITY with a Certificate of Insurance evidencing that all persons, whether in the direct employ of PROMOTER or agents hired by PROMOTER, are covered by Worker's Compensation Insurance as required by Minnesota Statutes. PROMOTER shall submit such Certificate of Insurance at least Ten (10) days prior to the EVENT. No construction, erection, alteration, or improvement shall be commenced until such time as said Certificate of Insurance is reviewed and approved by the City Attorney.

#### FACILITY SUPERVISION AND SECURITY

19. PROMOTER agrees that at all times of permitted use, the VENUE will be properly supervised by an employee or agent of PROMOTER with sufficient empowerment and decision making authority to act on behalf of PROMOTER. No later than Ten (10) days prior to the EVENT, PROMOTER shall provide the CITY with a list of employees or agents, properly identified by full name and cell phone contact information. The list shall also include a schedule when each individual will be on-duty before, during, or after the EVENT. In return, no later than two (2) days before the EVENT the CITY will provide to PROMOTER a list of CITY employees or agents, properly identified; with sufficient empowerment and decision making authority, to act on behalf of the CITY, complete with dates, times, cell phone numbers, of who shall be on-duty before, during, or after the EVENT.

20. PROMOTER, shall provide, at its expense, and subject to availability, uniformed, Duluth Police Officers at or on said premises as determined by the Chief of Police, or assigned designee. The Chief of Police, or assigned designee, shall be responsible for the on-site supervision and direction of all uniformed Police Officers, involved in the patrol, supervision, or security for the EVENT. The number of officers to be provided shall be determined by the Chief of Police, or his designee. Said number may be adjusted at any time during the EVENT to ensure the public safety. The Chief of Police or assigned designee shall notify the employee or agent of PROMOTER prior to implementing any adjustment in the numbers of uniformed, Police Officers required to properly supervise the EVENT. Police Officers shall only be responsible for patrolling the VENUE areas open to the public. PROMOTER shall be responsible for hiring private security for those areas from which the public is restricted.

#### LIMITS OF USAGE

21. PROMOTER agrees that the VENUE shall only be used for the EVENT and related support services and for no other purpose.

## INSURANCE

22. PROMOTER shall provide Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the City; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

23. The CITY and SECRET SERVICE ENTERTAINMENT, LLC. shall be named as Additional Insureds under the Public Liability Policy, or as an alternate, PROMOTER may provide Owners-Contractors Protective policy, naming itself, the CITY and SECRET SERVICE ENTERTAINMENT, LLC. PROMOTER shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. PROMOTER shall provide Certificates of Insurance evidencing the required insurance coverage. The certificates shall provide 30-days notice of cancellation, non-renewal or material change provisions and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverage ineffective as against the City.

**24. 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. Examples of such endorsements are available upon request.**

25. The City does not represent or guarantee that these types or limits of coverage are adequate to protect PROMOTER's interests and liabilities.

26. If PROMOTER conducts the sale of any product or service through any third party vendor or contractor, PROMOTER will be required to secure product liability insurance coverage with the same limits as provided in Paragraph 22 above. If any third party vendor or contractor sells, serves, or otherwise dispenses alcoholic beverages of any kind, PROMOTER shall provide evidence of liquor liability insurance coverage for the dispensing of such beverages in the same limits as provided in Paragraph 22 above. Evidence of such insurance coverage shall be specified in the above described Certificate of Insurance and name the CITY and SECRET SERVICE ENTERTAINMENT, LLC as additional insureds.

## HOLD HARMLESS

27. PROMOTER agrees to defend, indemnify, and save harmless the CITY, and Secret Service Entertainment, LLC, and their officers, agents, employees and servants, from any and all liens, claims, suits, demands, liability, judgments, costs, damages and expenses, including attorney's fees, which may accrue against or be charged to or may be recovered from the CITY or Secret Service Entertainment, LLC by reason of or account of or in any way related to the use, development, maintenance, set up, take down, or occupancy of the Bayfront Festival Park by PROMOTER or its agents and/or assigns in connection with the EVENT including liability for copyright violation or infringement, by any person(s) including PROMOTER, its employees, agents, volunteers, invitees, or attendees under this agreement. Upon ten (10) days written notice, PROMOTER will appear and defend all claims and lawsuits against the CITY, or Secret Service Entertainment, LLC, growing out of any action with respect to which PROMOTER is required to indemnify the City or Secret Service Entertainment, LLC. The indemnification obligations set forth herein shall not apply to a loss or claim arising out of the negligence or intentional misconduct of the City or Secret Service Entertainment, LLC, their officers, employees, servants or agents.

#### LICENSEE

28. It is agreed that this AGREEMENT is not intended nor should it be construed in any manner as creating or establishing the relationship of partners or joint ventures between the parties hereto, or creating a joint enterprise, or as constituting PROMOTER as an agent, representative, employee, or independent contractor of the City for any purpose. PROMOTER and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of PROMOTER'S employees or agents and arising out of employment shall in no way be the responsibility of the CITY. PROMOTER'S employees 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.

#### ALCOHOLIC BEVERAGES

29. Upon securing the necessary liquor licenses or permit required by the State of Minnesota and the City of Duluth, Promoter or its sublettee shall be permitted to sell, serve, or otherwise dispense alcoholic beverages to the extent authorized by Minnesota Statutes and Duluth City Code. Evidence of such license or permit shall be submitted to the CITY no less than ten (10) days prior to the EVENT. PROMOTER shall also notify the Chief of Police or the Chief's designee of the identity of the alcohol vendor.

30. In addition to the number of uniformed, Duluth police officers to be provided as set forth in Paragraph 20 above, PROMOTER shall arrange and pay

for such additional uniformed, Duluth Policy Officers as required by the Chief to oversee the sale of alcoholic beverages at the VENUE. PROMOTER agrees that at no time shall alcoholic beverages be sold, served, or dispensed at the VENUE unless the required Duluth Police Officers are present and actively overseeing same.

#### REPORTING

31. PROMOTER agrees that, as provided in Minnesota Statutes 16C.05, Subdivision 5, and in order for the City to ensure that all required fees have been tendered, all PROMOTER books, records, documents, and accounting procedures and practices are subject to examination by the CITY or the State Auditor for six (6) years from the date of execution of this Agreement. Upon twenty-four (24) hours advanced notice by the CITY, PROMOTER shall provide all requested financial information.

#### WORKER'S COMPENSATION

32. PROMOTER and all third party vendors or contractors hired or permitted by PROMOTER shall comply with all Minnesota Worker's Compensation laws in the utilization of all employees employed at the VENUE. PROMOTER shall supply to the CITY appropriate evidence of such Worker's Compensation Insurance with coverage in statutory limits for all entities involved in said event a minimum of Ten (10) days prior to commencement of set up for the EVENT.

#### TERMINATION OF OCCUPANCY

33. Upon termination of occupancy, PROMOTER agrees to surrender possession of said premises to the CITY in as good condition and state of repair as said premises were in at the time PROMOTER took possession, normal wear and tear excepted.

#### CITY ACCESS

34. The CITY reserves the right to the unlimited access at all times to the VENUE for authorized personnel and for the purposes of inspection and ensuring that the provisions of this Agreement are complied with by PROMOTER. The CITY shall provide its employees or authorized agents, Bayfront Festival Park all-event access passes, as needed, for access by authorized personnel. All on-duty law enforcement personnel, acting in their official capacity, shall be authorized to enter the VENUE without regard to this paragraph.

#### ASSIGNABILITY

35. Except as provided for in this Agreement, PROMOTER shall not assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

## NO THIRD PARTY RIGHTS

36. 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, except to the extent PROMOTER is obligated to perform terms and conditions that benefit Secret Service Entertainment, LLC. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of its terms and conditions.

## AMENDMENTS

37. Any amendment to this Agreement shall be in writing, approved with the same legal formalities as required by the original agreement, and shall be executed by the same parties who executed the original Agreement or their successors in office.

## CIVIL RIGHTS ASSURANCES

38. PROMOTER, for itself and its officers, agents, servants and employees as part of the consideration under this Agreement does hereby covenant and agree to comply with all laws relating to unlawful discrimination. PROMOTER shall provide reasonable accommodations as required by the Americans with Disabilities Act for any qualifying individual or group requesting such accommodations.

## APPLICABLE LAW

39. 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.

## COPYRIGHT

40. PROMOTER warrants and represents that it has current, valid ASCAP, BMI and SESAC licenses (the Licenses). BAYFRONT BLUES FESTIVAL, INC. is a PROMOTER function and shall be presented under PROMOTER'S Licenses.

## TERMINATION OF AGREEMENT

41. This Agreement may be terminated by the CITY upon breach of any of the terms and conditions of this Agreement by PROMOTER and the failure to rectify or correct any such breach within Thirty (30) days of the transmission of written notice to PROMOTER of the breach.

## GENERAL PROVISIONS

42. The rights of PROMOTER to occupy, use, and maintain the VENUE shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.

43. PROMOTER agrees to operate the EVENT and all activities conducted at the VENUE in strict compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth. PROMOTER agrees to procure, at its expense, all licenses and permits necessary for carrying out the provisions of this Agreement.

44. The waiver by the CITY or PROMOTER 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.

45. Notice to the CITY provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to Duluth Parks and Recreation Division, 12 East Fourth Street, Duluth, MN 55805, ATTN: Parks Division Manager. Notices to PROMOTER shall be sufficient if sent by the regular United States mail, postage prepaid, addressed 302 43<sup>rd</sup> Avenue East, Superior, WI 54880, or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

46. This Agreement may be executed in separate counterparts with the same effect as if all signatures were on the same Agreement.

47. For purposes of this Agreement, a telecopy or facsimile document and signature shall be deemed as, and shall serve as, an original Agreement and signature.

48. This Agreement, along with the attached exhibits, embodies the entire understanding of the parties and there are no further or other agreements, permits, or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

49. The understandings of Paragraph 48 above shall also extend to any uncommunicated expectations PROMOTER may have of the CITY and not specifically mentioned in this Agreement. Any PROMOTER expectations of the CITY for the provision of any CITY materials, supplies, or services which are over and above those specifically mentioned in this Agreement will not be honored by the CITY except by written authorization from the Parks and Recreation Division Manager.

CITY OF DULUTH:

BAYFRONT BLUES FESTIVAL, INC.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

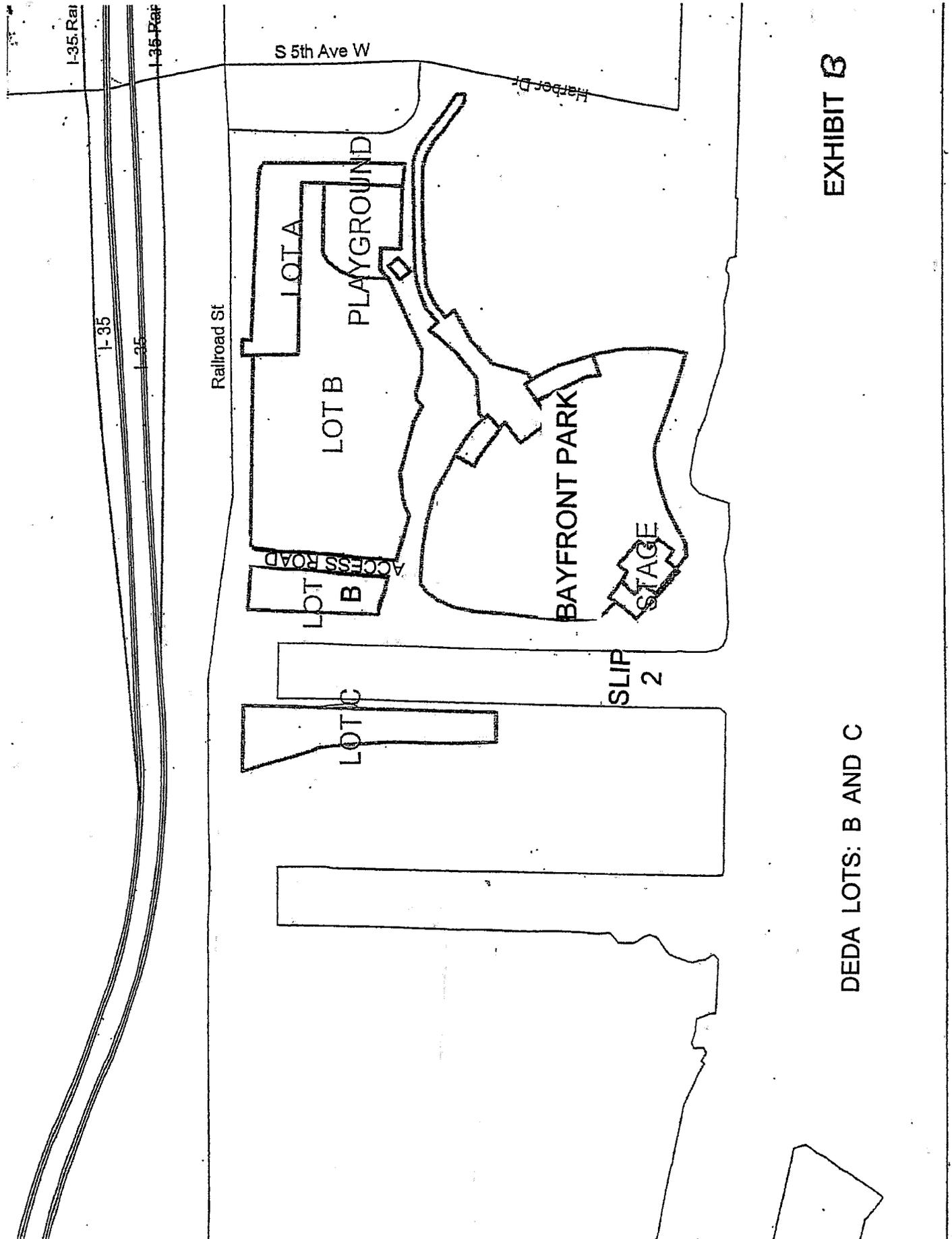
COUNTERSIGNED:

\_\_\_\_\_  
Auditor

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Parks & Recreation Division Manager



**EXHIBIT B**

**DEDA LOTS: B AND C**

1:3,000

BAYFRONT PARK

The City of Omaha has made every effort to ensure the accuracy of the information contained in this document. However, the City of Omaha does not warrant the accuracy or reliability of the information contained in this document. The City of Omaha is not responsible for any errors or omissions in this document. The City of Omaha is not responsible for any damages, including but not limited to, consequential damages, arising from the use of this document.

# PORTABLE TOILET PLANNING CHART

## How To Use The Planning Chart

1. Determine how long your event will last.
2. Determine approximately how many people will attend your event.
3. With this information, use the chart to calculate the number of units to insure sanitary conditions.

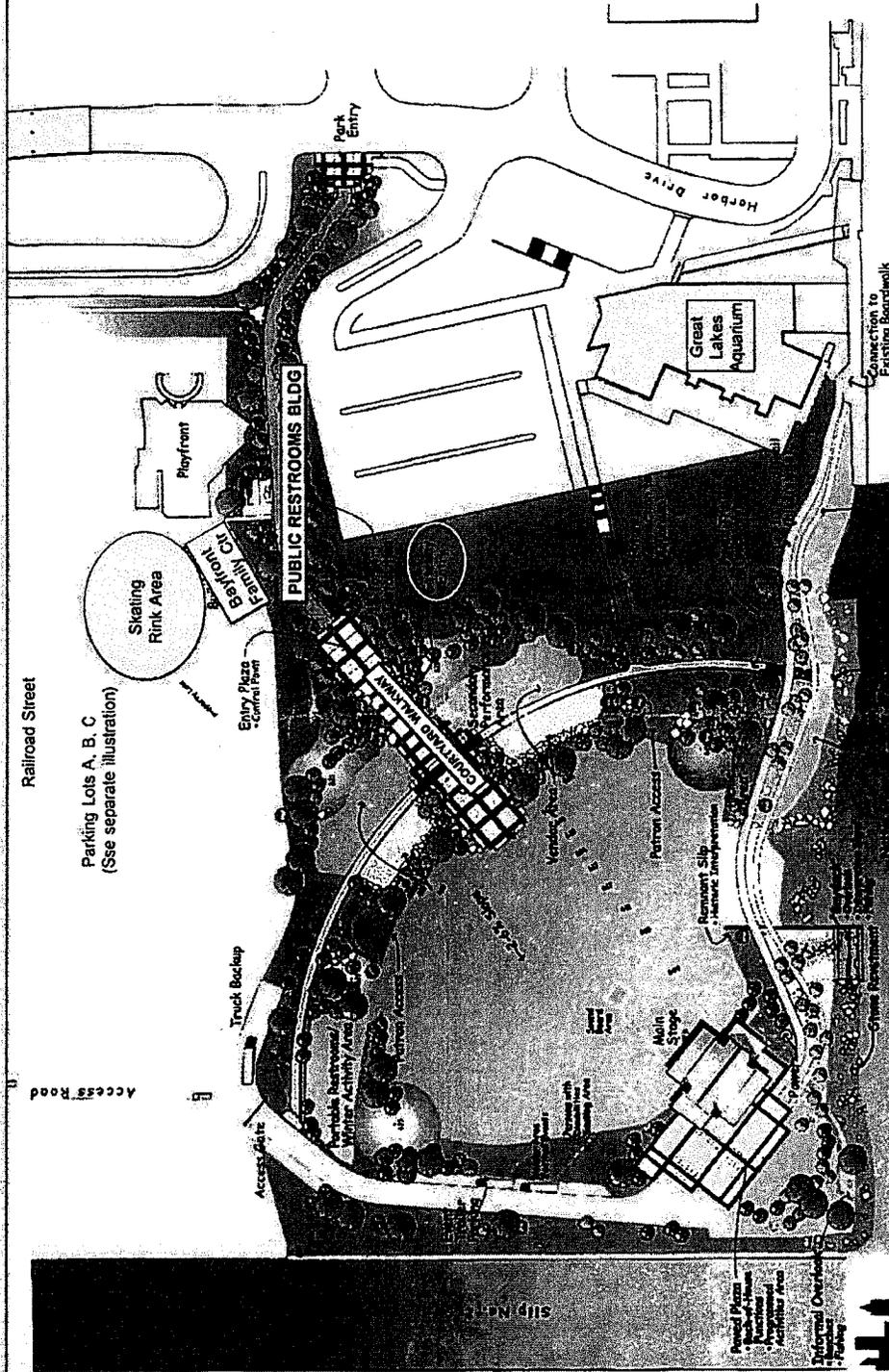
	NUMBER OF HOURS FOR EVENT									
	1	2	3	4	5	6	7	8	9	10
People Attending	UNITS NEEDED									
1 - 50	1	1	1	1	2	2	2	2	2	2
50 - 100	2	2	2	2	2	3	3	3	3	3
100 - 250	3	3	3	3	4	4	4	4	4	6
250 - 500	4	4	4	4	6	6	8	8	8	8
500 - 1,000	4	5	6	7	7	8	8	8	9	9
2,000	6	10	12	13	14	14	14	15	15	15
3,000	9	14	17	19	20	21	21	21	21	22
4,000	12	19	23	25	28	28	28	30	30	30
5,000	15	23	32	32	34	36	36	36	36	36
6,000	17	28	34	38	40	42	42	42	42	42
7,000	20	32	40	44	46	48	50	50	50	50
8,000	23	38	46	50	54	57	57	57	57	57
10,000	30	46	57	63	66	69	69	72	72	72

**BAYFRONT PARK** includes the courtyard walkway area, skating rink area, public restrooms, and Playfront.

**BAYFRONT FESTIVAL PARK** is all of Bayfront Park listed above and beyond the walkway to include the entire grassy area and the Lois M. Paulucci Music Pavilion.

Reservation of the entire **BAYFRONT FESTIVAL PARK** includes the Bayfront Family Center/BFC.

Reserving just the **BAYFRONT PARK** section does not include the BFC and requires a separate building permit, if it is needed.



# BAYFRONT FESTIVAL PARK

## BAYFRONT PARK and BAYFRONT FAMILY CENTER

700 Railroad Street  
Duluth, MN 55802

