

RECREATION, LIBRARIES & AUTHORITIES COMMITTEE

12-0171R

RESOLUTION AUTHORIZING A THREE YEAR AGREEMENT WITH THE COLLEGE OF ST. SCHOLASTICA FOR THE USE OF WADE STADIUM.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a three year agreement substantially in the form of that on file in the office of the city clerk as Public Document No. _____, with the College of St. Scholastica for the non-exclusive use of Wade Stadium for their baseball program with rent payments payable to Fund 210 (Special Projects), Agency 030 (Finance), Object 3190 (Special League), Revenue Source 4625-04 (Rent of Athletic Fields Baseball Fields).

Approved:



Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

PARKS LP:slw 3/29/2012

STATEMENT OF PURPOSE: This resolution authorizes the city to enter into a three year agreement with the College of St. Scholastica (CSS) to allow them to use Wade Stadium for games and practices for their baseball program. The agreement may be terminated by either party on 30 days' notice.

Under the terms of the agreement, CSS would use Wade in conjunction with other users such as Denfeld High School, the Huskies and other groups, all in accordance with a schedule established by the city. CSS's primary use would be in the late spring and early fall.

In consideration, CSS would agree to pay the city annual rent starting at \$5,500 for 2012, \$5,600 for 2013 and \$5,700 for 2014.

**NON-EXCLUSIVE
LEASE AGREEMENT**

THIS AGREEMENT, by and between the **CITY OF DULUTH**, a municipal corporation under the laws of the State of Minnesota, hereinafter known as the "City" and the **COLLEGE OF ST. SCHOLASTICA**, a Minnesota private, non-profit corporation, hereinafter referred to as "CSS".

WHEREAS, City is the owner of a baseball stadium facility located generally at 34th Avenue West and Second Street in Duluth, Minnesota commonly known as "Wade Stadium" which includes a walled baseball field, dugouts, bullpens, parking and a grandstand which contains public seating, washrooms, the clubhouse "home" team, an official's dressing room designated as such on Exhibit A attached hereto and made a part hereof and ticketing facilities, all of which is hereinafter referred to as the "Stadium"; and

WHEREAS, CSS has need of a stadium facility for use in conjunction with its college interscholastic baseball program and desires to use the Stadium for that purpose; and

WHEREAS, other entities in the City of Duluth have need to use the Stadium during varying times of the year for their baseball programs, including ISD 709 for the Denfeld High School baseball program, the Veterans of Foreign Wars for their baseball program, the Duluth Huskies for their summer collegiate league baseball program; and

WHEREAS, it is the desire of the City to coordinate and allow the cooperative use of the Stadium by as many groups that have need therefore as possible.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, City does hereby grant to CSS the non-exclusive rights to use the Stadium and the facilities located thereon for the Term of this Agreement subject to the terms and conditions hereinafter set forth:

**ARTICLE I
HUSKIES' LEASE**

The parties hereto hereby acknowledge that certain rights to use the Stadium and facilities located thereon have previously been leased to the Northwoods League, Inc. for use by said League's summer collegiate league baseball team known as the Duluth Huskies and that such lease constitutes a prior and superior commitment for the use of the Stadium. It is specifically understood that, to the extent that any terms or conditions of this Agreement conflict irreconcilably with the aforesaid lease, the terms of this Agreement shall be subordinate to the terms and conditions of said lease.

**ARTICLE II
USE AND CONTROL OF STADIUM**

A. Generally

Subject to the terms and conditions of this Agreement, City hereby grants to CSS the right to use the Stadium and facilities described herein along with one (1) stationary batting cage and one (1) portable batting cage, which cages are hereinafter referred to as the "Equipment", for the playing of college baseball and for the carrying on of economic

activities in connection therewith, including the sale of tickets, sale of merchandise and, if CSS or persons acting under its control and as its agents are properly licensed to do so, the sale of food or beverages or both. Provided that the use of the Stadium shall specifically not include access to or the use of concession areas in the Stadium's grandstand area nor the Visiting Team "Clubhouse" Locker Room. CSS accepts that City grants the use of the Stadium without warranty of any kind, express or implied, of its fitness for CSS's use or suitability for a particular purpose and CSS accepts the premises "as is".

B. Stadium Use Schedule

1. Generally

The Manager of the City's Parks and Recreation Division or his or her designee (the "Manager") shall have control of the scheduling of various users of the Stadium and the field facilities and CSS agrees that it will use the Stadium or the field facilities or both only in conformance with the schedule for the use thereof approved by the Manager.

2. Priorities

Among the various users of the Stadium, the following shall generally be the priority assigned to such users and their proposed uses thereof:

- a. Duluth Huskies games and practices.
- b. CSS games.
- c. Denfeld High School games.
- d. CSS practices.
- e. Denfeld High School practices.
- f. Other users.

3. Scheduling Process

No later than December 1 of each year, CSS shall provide to the Manager a proposed schedule of use by CSS of the Stadium and field facilities for games and for practices during the following calendar year; the Manager acknowledges receipt of such a requested schedule for 2012. No later than April 1 of each year of this Agreement, the Manager shall furnish to CSS an anticipated schedule for the dates and times when CSS shall be allowed to use the Stadium or field facilities or both during said year. During any year in the exercise of his or her discretion, the Manager may modify the schedule as he or she deems appropriate or necessary including reducing or increasing the times or dates when CSS shall be entitled to use the Stadium, the field facilities or both.

C. Home Team Clubhouse

In addition to the foregoing, CSS shall have exclusive use of the "Home Team Clubhouse" as generally shown on Exhibit A during each year of this Agreement from the date when the Manager notifies CSS that the Stadium is being opened by City until May 23rd of that year and again from the first business day following Labor Day of said year until October 4th of said year. Provided that City shall have the right to enter upon the Home Team Clubhouse premises at any time for the purposes of inspection, repair, maintenance, reconstruction or security but during such times City shall be responsible for any damage occurring by reason of its entry.

D. Keys

During such times as CSS has exclusive use of the Home Team Clubhouse, City shall issue one (1) set of keys to the person designated in writing to the Manager by CSS for the door to the main concourse of the grandstand of the Stadium and the home team's clubhouse as such facilities are identified on Exhibit A; CSS shall be responsible for said keys and shall not allow any copies thereof to be made. During the time that CSS is in possession of said keys CSS shall be responsible to protect said facilities and their contents from damage or destruction and shall be responsible for keeping said facilities secured from all unauthorized persons.

E. Use of Scoreboard and Public Address System

CSS is hereby authorized to use the existing automatic scoreboard and public address sound system at the Stadium during times immediately before, during and after baseball games played by CSS at the Stadium. Prior to any use of said equipment, CSS shall provide to the Manager the names of persons it intends to operate said equipment for his or her approval together with evidence of their qualifications to properly operate it. CSS shall allow only persons who have been previously approved in writing by the Manager to operate any of said equipment. CSS shall be responsible for turning off any such equipment used by it after each use, for returning to its proper place of storage any portion of such equipment removed from such storage by CSS and for securing all such equipment appropriately.

F. Use of Equipment

During such times as CSS is authorized to use the Stadium or field facilities or both, CSS shall also be entitled to use the Equipment. Provided that during such times CSS shall be responsible for removing the Equipment from its place of storage, for assembling and installing as necessary the Equipment, for using such equipment appropriately in accordance with its design and intended use, and for removing or disassembling as appropriate and returning the Equipment to its place of storage, all with no help from and at no cost to City.

ARTICLE III TERM AND TERMINATION

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2012 and expire on December 31, 2014 unless sooner terminated as provided for herein.

A. With or Without Cause

This Agreement may be terminated by either party, and with or without cause, by serving thirty (30) days' written notice of such termination upon the other. Any such notice to be given to the City shall be addressed to the Manager of Parks & Recreation, and any such notice to be given to CSS shall be directed to the current official contact person. In addition, should CSS be in violation of any of the material terms and conditions of this Agreement and such violation be determined by the Manager, in the exercise of his or her discretion, to represent a material hazard to the Stadium or field facilities or to users thereof, the Manager may terminate this Agreement on such notice as he or she shall

deem reasonable under the circumstances; in case of such termination, the notice of termination shall set forth in explicit terms the nature of the violation and the reason or reasons justifying such earlier termination.

B. Vacation of Stadium

Upon any termination of this Agreement, CSS agrees to surrender possession of the Stadium to City in as good condition and state of repair as said premises were in at the time CSS took possession, reasonable wear and tear, and acts of God excepted. CSS shall also surrender all keys. In addition, CSS shall remove all of its equipment not later than the expiration of the notice period and any such equipment remaining after this period shall become the property of the City.

C. Waiver of Breach

The waiver by the City 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.

**ARTICLE IV
RENT**

In consideration of City's grant of right to use the Stadium as herein provided for, CSS hereby agrees to pay to City the annual rental amount hereinafter set forth, which amount shall be due and payable in full on July 1 of each year of the term of this Agreement, rental payments shall be deposited in Fund 210, Agency 030, Organization 3190, Revenue Source 4625-04; such rental payments shall be due absolutely without right of set-off or any other reduction for any reason whatsoever:

- A. 2012-\$5,500.00
- B. 2013-\$5,600.00
- C. 2014-\$5,700.00

**ARTICLE V
OPERATION AND MAINTENANCE**

On all days or portions thereof when CSS uses or occupies the Stadium or the field facilities or any part thereof, CSS shall be deemed to be responsible for the Stadium buildings and grounds including but not limited to the following:

A. General Maintenance of Condition

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

B. Field Maintenance and Protection

CSS specifically agrees that, in its use of the playing field and related areas, it will follow "best practices" to appropriately utilize said facilities and in particular will use its best efforts to minimize or eliminate to the extent practical any damage to said field and related areas. In particular and not limited to the following, CSS will utilize tarps to protect the pitcher's mound and the grass infield and artificial turf mats to protect the batters' boxes during batting practice and will install, use and return to storage any other field protective equipment or supplies intended to protect the field facilities at the

direction of the Manager. In addition, prior to each use of the field facilities, CSS will consult with the Building and Grounds Maintenance Supervisor as designated in writing by the Manager or his or her representative and shall use the field facilities only as in accordance with the direction of the Manager. Field users shall not be allowed to use baseball shoes with "spikes" for any practice without the prior approval of the Manager of Parks and Recreation or his or her designee.

C. Cleaning and Trash Removal

After each use of the Stadium, CSS shall be specifically responsible for cleaning the Home Team Clubhouse area. CSS is responsible for removing all litter or other waste and properly disposing of same into the proper disposal containers provided within the Stadium and field facilities. CSS agrees to comply with the City's recycling requirements including the recycling guidelines established by the City's Energy Coordinator.

D. Supervision

CSS agrees that it shall provide supervision of its program participants and spectators by an adult CSS representative competently trained as appropriate for the activity.

E. Tobacco Use

CSS shall insure that the use of tobacco products by its players, coaches, employees or invitees shall not take place within the Stadium except in the following areas: the outdoor bleachers and out of play areas. CSS shall also insure that tobacco product users are at least 18 years of age. CSS agrees to comply with any City ordinances or policy changes that may arise throughout the duration of this Agreement.

F. Alcohol

The consumption of any alcoholic beverages on the Stadium and surrounding premises is prohibited.

G. Laws Rules and Regulations

CSS agrees that it will obey all laws, rules, regulations and ordinances of the United State, the State of Minnesota, St. Louis County or the city of Duluth applicable to its use of or occupancy of the Stadium and to use its best efforts to insure that its players, coaches, employees and invitees so conform to such requirements. In addition, CSS agrees to procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement.

H. Alteration of the Stadium

CSS may, at its sole cost and expense, make suitable improvements or alterations to the premises upon advance written approval from the City's Facility Projects Specialist. 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, CSS 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 B. 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.

CSS agrees that not less than thirty (30) days prior to commencement of any construction,

alteration or improvement on said Stadium or field facilities, CSS 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.

ARTICLE VI CITY OPERATIONS

City agrees that, as the following affects CSS and its use of the Stadium and the field facilities, it will:

A. Grounds Keeping

City shall generally be responsible for maintenance of the field facilities. Said maintenance shall include but not be limited to providing a field with grass or turf mowed to a height suitable for playing baseball and, prior to games, including each game of a double header, City shall remove all field tarps, drag the infield and re-establish field lines and the pitcher's mound as necessary.

B. Stadium Cleaning and Supplies

Except as provided for in Paragraph C of Article V above, City shall be responsible for cleaning and trash-pickup at the Stadium and shall further be responsible for providing cleaning supplies and materials such as toilet paper for the Stadium.

C. Utilities

City agrees that it will provide water, sanitary sewer and electrical utilities to be supplied to the Stadium and to the facilities located thereon in a manner and in quantities appropriate to the Stadium systems and facilities requiring them at no cost to CSS except that it shall be CSS's responsibility to take reasonable steps to limit the quantities of such usage and, to the extent it fails to do so, CSS agrees to reimburse City for the reasonable costs arising from the over-usage thereof.

D. Portable Sanitary Facilities

To the extent that the Manager approves use of the Stadium prior to the time when water and sanitary facilities in the grandstand are available for use, Manager will provide for portable sanitary facilities to be placed at the Stadium for use by CSS, its players, coaches, staff and invitees.

ARTICLE VII LANDLORD TENANT RELATIONSHIP

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, joint venture or joint enterprise between the parties hereto or of constituting CSS as an agent, representative, employee, or independent contractor of the City for any purpose or in any manner whatsoever and any such claimed status is expressly waived by CSS. CSS' 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 CSS while so engaged and any and all claims whatsoever on behalf of CSS 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. CSS 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.

ARTICLE VIII INDEMNITY AND INSURANCE

A. Hold Harmless and Indemnification Clause

CSS 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 CSS, 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 CSS, arising out of, related to or associated with the use, management, maintenance or operation of the Stadium or field facilities by CSS or performance of its obligations under this Agreement.

CSS will indemnify the City for any damage to any City property on the premises caused by CSS, its agents or employees.

B. Insurance

CSS shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.

- (a) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
- (b) Comprehensive General Liability Insurance in an amount not less than **\$1,500,000** Single Limit. Such coverage shall include all CSS activities occurring on or within the premises whether said activities are performed by employees or agents under contract to CSS.

The City shall be named as Additional Insured under the Comprehensive General Liability policy. CSS shall provide Certificates of Insurance evidencing the required coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the CSS' interests and liabilities. 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 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 CSS 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.

The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect CSS, 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 CSS, its employees, agents and representatives in the negligent performance of its activities covered by this Agreement.

City officials are granted the authority to refuse to execute this Agreement upon default by CSS of the requirements of this paragraph.

ARTICLE IX NONDISCRIMINATION

CSS shall make its programs 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.

ARTICLE X INCIDENT REPORTS

CSS shall promptly notify the Manager in writing of any incident of injury or loss or damage to the property of City or any CSS' 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.

ARTICLE XI ASSIGNMENT

CSS agrees that it will not sublet the demised premises, or any part thereof, and will not assign this lease or any interest therein, nor permit such lease to become transferred by operation of law or otherwise, and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part.

ARTICLE XIV NOTICES

Unless otherwise provided herein, notice to the City or CSS 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

College of St. Scholastica

Parks and Recreation Division Attn: Athletic Director
Attention: Kathy Bergen 1200 Kenwood Ave.
411 W. 1st Street Duluth, Minnesota, 55811
Duluth, MN 55802

**ARTICLE XV
APPLICABLE LAW**

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

**ARTICLE XVI
GENERAL**

- A. The rights of CSS 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 strictly and promptly.
- B. The waiver by the City or CSS 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.
- C. 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.
- D. 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.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

CITY OF DULUTH

COLLEGE OF ST. SCHOLASTICA, a

By: _____
Mayor

By: _____
Its: Vice-President of Finance
Printed Name _____

ATTEST:

City Clerk
Date: _____

By _____
Its: Athletic Director
Printed Name _____:

Approved as to form:

By _____
Its: Board Member
Printed Name _____:

City Attorney

Countersigned:

City Auditor

EXHIBITS

Exhibit A - Map of the "Stadium"

Exhibit B - Project Proposal Request

Exhibit C - City's form of Incident Report

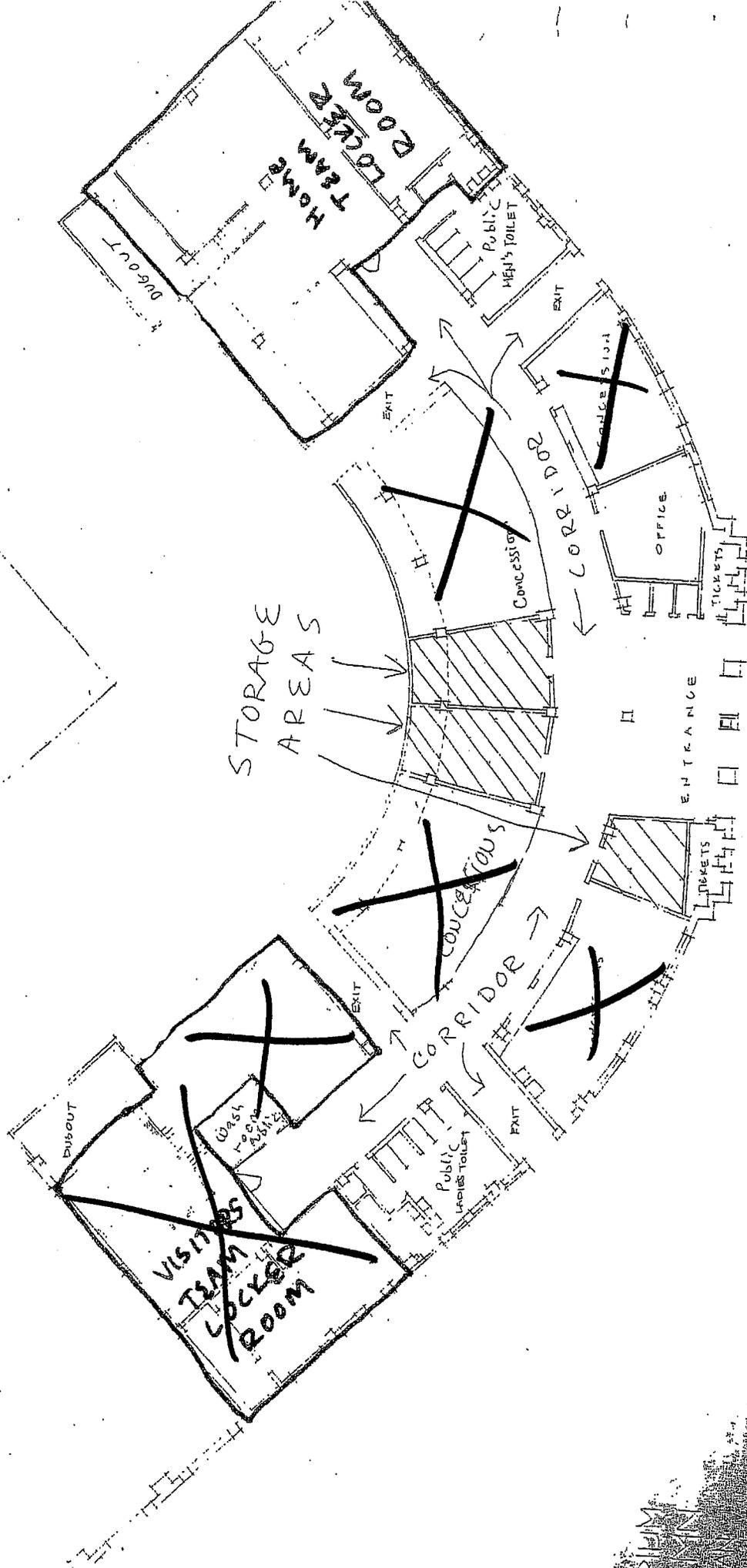


EXHIBIT A



INTER-DEPARTMENT CORRESPONDENCE

DATE: March 11, 2011

TO: Department Directors & Division Managers
Community Clubs and Organizations

FROM:  Terry L. Groshong, AIA
City Architect/Facility Manager

SUBJECT: Project Request and Approval Process

Each year there are numerous requests for improvement projects on City Property. The projects and related funding are pursued through a variety of avenues such as additional capital requests not included in the City's 5-year Capital Improvement Program (CIP), requests to the City Facilities Management or Parks and Recreation Department, Community Development Block Grant Program (CDBG), and others. These avenues and the different people and requirements of each process have caused some confusion. The result has been delays and, on occasion, rejection of funded projects.

For example, acquiring funds for a project through CDBG, a DNR grant, fundraising, or donations does not guarantee project acceptability if the project is being considered on City property? It must also receive recommendation and approval by the appropriate City officials. There is no assurance that this will occur after the fact, and therefore, City approval should occur in advance of, or at least concurrent with pursuing funding.

The City departments most actively involved with projects have developed a system that will result in better communications, tracking, and processing of project requests. It establishes Facilities Management as the City entity that will initiate the process once a request has been received. Facilities Management (FM) is charged with identifying the responsible and accountable "Project Team" and facilitating the process. At any point in the process, FM can be contacted to respond to questions or concerns that are not being addressed by the Project Team.

The intent of this process is to expedite decision making, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. This process may need modification to improve upon what has been developed. Your input will be critical in that sense.

Enclosed you will find two documents, 1) the City of Duluth Project Proposal Request Form and 2) the Project Request and Approval Process sheet. The Request Form activates the Request and Approval Process which is diagrammed to reflect how the process works. Implementation of this process is effective immediately.

Your cooperation and assistance is requested and much appreciated. If you have any questions, please contact Tari Rayala at 730-4434.

CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM

Use this form to propose improvement projects to any City facility. A City facility includes both building and grounds. It is intended to be used by external community groups, organizations and internally generated requests.

PROJECT (Brief Description) _____

LOCATION (Name of City Park, Building) _____
ADDRESS: _____

Attach Sketch Diagram yes, or Add Drawing on back of this form, yes

NAME OF GROUP OR ORGANIZATION PROPOSING PROJECT: _____

Contact Person Name	_____	Home Phone	_____
Address	_____	Work Phone	_____
City, State, Zip	_____	Cell Phone	_____
		E-mail	_____

PROJECT FUNDING: Do you have funding for this project?

YES, indicated Funding Sources, Amounts and Total Project Cost _____

NO, COMMENTS _____

Total Project Cost _____

ENERGY USE: Do you think there will be a change in the use of energy for any energy type listed here because of this project?

YES NO Not Sure Check all energy types where use will change:

ELECTRICITY (kWh) _____ GAS (Therms) _____ OIL (gallons) _____
STEAM (Pounds) _____ WATER and SEWER (CCF) _____

Person completing and submitting this request: PRINT NAME: _____
Phone _____ SIGNATURE: _____

SUBMIT COMPLETED FORM to: Tari Rayala; Architecture & Facility Management; 1532 West Michigan Street; Duluth, MN 55806; trayala@duluthmn.gov; (218) 730-4434

(For city use only) Action Taken:

Forward to: CCP committee - YES NO

CCP (Cities for Climate Protection) Advisory Committee Review: _____

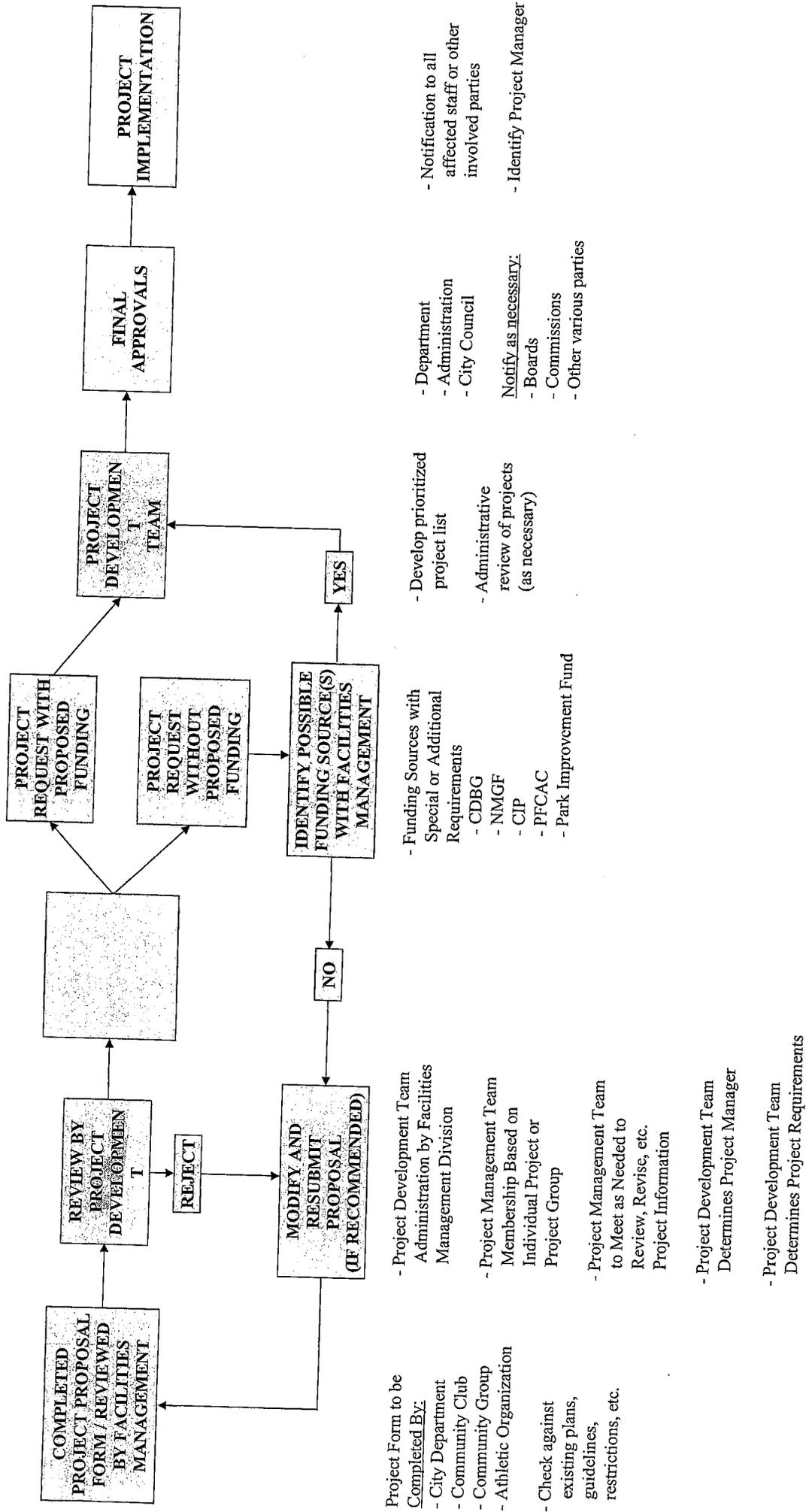
Signed: _____ Date: _____

Project Review Team: Date _____
Accepted: _____ Rejected: _____ Comments: _____

Notifications sent to: Submitter _____ Date: _____ Dept. Director _____ Date _____

PROJECT REQUEST AND APPROVAL PROCESS

City Facilities (Buildings & Grounds): Process For Capital and/or Improvement Projects Which Propose To Make Any Physical, Non-Maintenance Improvement



Note: Once adopted, this process must be effectively communicated to all City in-house staff and external organizations.

CITY OF DULUTH
PROJECT REQUEST AND APPROVAL PROCESS

**MODIFY AND
RESUBMIT
PROPOSAL
(If Recommended)**

Step 1: Project Proposal: Project Proposal Form to be completed by designated or authorized representative of City Department, Community Club, Community Group, Athletic Organization, etc. Include as much detail as possible. Submit completed Project Proposal Form to Tari Rayala in Architecture & Facility Management who will review your Project Proposal and consider any existing master plans, guidelines, restrictions, etc. to determine initial project feasibility.

Step 2: Project Review: Project evaluation by City's Internal Project Review Team. This team was established by Administrative Services based on project type and scope and will consist of City staff authorized to review specific projects. The Project Review Team will meet as needed to gather, review, and/or revise project information and requirements. Feasible projects without identified funding or with insufficient funding will receive further review to determine eligibility for funding sources such as CDBG, CIP, etc., and will proceed through the appropriate funding review and approval process. In addition, review by appropriate Boards and Commissions shall occur as needed. Projects are either approved, modified, or rejected at this step. Outcome of this step communicated back to submitter with notification of the next step of the process.

Step 3: Preliminary Approval: Projects with approved funding are returned to project submitter to proceed with final project design including detailed plans necessary for construction.

Step 4: Final Approval: Final review of completed project design. Final approvals as needed from Department, Administration, City Council.

Step 5: Implementation: Notification to all involved parties, including City staff, with project "Notice to Proceed". Identification of Project Manager with responsibility for project oversight during project construction to completion and final acceptance.

INCIDENT LOCATION:			
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: _____		
Weather Conditions <input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow	Roadway Conditions: <input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> Unpaved <input type="checkbox"/> Ice	Light Conditions: <input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor	Other: 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
MISCELLANEOUS COMMENTS: _____			

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