

RECREATION, LIBRARIES & AUTHORITIES COMMITTEE

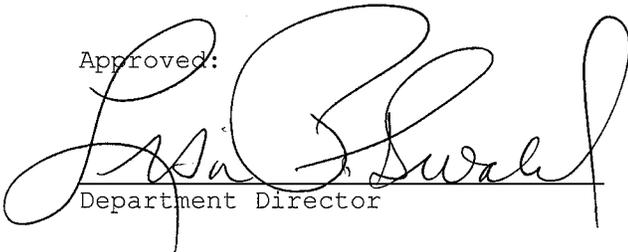
12-0183R

RESOLUTION AUTHORIZING A THREE-YEAR LEASE AND MANAGEMENT AGREEMENT WITH ONE ROOF COMMUNITY HOUSING FOR THE CENTRAL HILLSIDE COMMUNITY CENTER.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a three-year agreement with One Roof Community Housing, substantially in the form of that on file in the office of the city clerk as Public Document No. \_\_\_\_\_ for the lease and management of the Central Hillside Community Center with monthly rent of \$855.00 deposited into Fund 110-121-1217-2120-4622 (General, Public Administration, Maintenance Operations, Architecture & Facilities, Rent of Buildings).

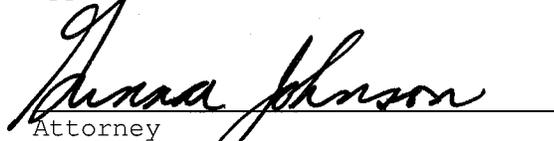
Approved:

  
Department Director

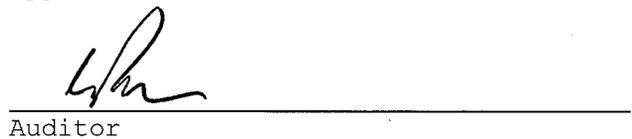
Approved for presentation to council:

  
Chief Administrative Officer

Approved as to form:

  
Attorney

Approved:

  
Auditor

PARKS Lf:slw 4/2/2012

STATEMENT OF PURPOSE: This resolution authorizes a lease and management agreement with One Roof Community Housing (One Roof) for the lease of space in and the management of the Central Hillside Community Center (CHCC). Under the terms of the agreement, One Roof will pay \$855 per month as rent for its leased space and will be responsible for the management of the CHCC including but not limited to janitorial services, routine maintenance, management and supervising of the public space at CHCC by user groups and scheduling recreational and community events and programs.

## **LEASE AND MANAGEMENT AGREEMENT**

**THIS LEASE AND MANAGEMENT AGREEMENT (“Agreement”)**, by and between the **CITY OF DULUTH**, hereinafter known as the “City” and **ONE ROOF COMMUNITY HOUSING** hereinafter known as **Lessee**.

WHEREAS, the City owns the Central Hillside Community Center together with the adjoining property, various fixtures and personal property contained therein, located at 12 E 4th Street Duluth, MN 55805, City of Duluth, St. Louis County, Minnesota (“CHCC”); and

WHEREAS, Lessee is a nonprofit corporation duly organized and existing under the laws of the State of Minnesota; and

WHEREAS, Lessee’s Mission (“Mission”) is to strengthen the foundation of the community by providing housing services and building and sustaining affordable homes and healthy neighborhoods; and

WHEREAS, Lessee desires to operate, manage and use certain portions of CHCC for advancement of its Mission and related services to the community (“Services”) as set forth herein; and

WHEREAS, the City desires to allow the Lessee to operate, manage and use certain portions of CHCC.

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

### **1. TERM AND TERMINATION:**

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on April 15, 2012 and expire on December 31, 2015 unless otherwise earlier terminated as provided for herein. The Term will thereafter automatically renew for an additional two (2) year term (“Renewal Term”) unless either Lessee or City provides the other party with written notice of termination of this Agreement at least one-hundred eighty days (180) days prior to the end of the Term. The Renewal Term will be subject to a potential rent increase not to exceed 3%.

This Agreement may be terminated by either party, and without cause, by serving ninety (90) days’ written notice upon the other. Any such notice to be given to the City shall be addressed to the City’s Parks Manager, City Hall, 411 W. 1<sup>st</sup> Street, Duluth, MN 55802, and any such notice to be given to Lessee shall be directed to the current official contact person. Upon termination, Lessee 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. Upon termination of this Agreement, Lessee agrees to surrender possession of the Premises hereinafter defined, including all keys, to City in as good condition and state of repair as

Premises were in at the time Lessee took possession, reasonable wear and tear, and acts of God excepted.

**2. LEASED SPACE:**

- a. Lessee shall have exclusive use of the following rooms/space of the CHCC (the "Leased Premises"):

Lower Floor: Office C #010, Office D #011, Office E #012, Storage #014, Office B (#003) and Office B.1 (#003.1).

Upper Floor: Corridor/Reception #104, Open Office 1 #105, Office 2 #106, Office 3 #107, Office 4 #108, Office 5 #109, Office 6 #110, Work/IT #111, Storage #112, Storage #113.

The Leased Premises is designated by gray shading on the attached Exhibit A. Lessee is taking the Premises and equipment "as is", in its present physical condition, and the City makes no warranty, either express or implied, that the premises or equipment thereon are suitable for any purpose. Lessee may utilize any classroom or conference room space within the Premises at no charge so long as such space is not occupied or rented to another user group.

- b. Lessee's use of the Leased Premises shall be limited to conducting Lessee's business in accordance with its Mission.
- c. Lessee shall be responsible for all activities arising out of, related to or associated with Lessee's use, management or operation of the Premises.
- d. In consideration of Lessee's provision of Services described herein, the City has agreed to a reduced rental rate from the current City's lease market rate of \$8.00 per square foot. Lessee shall pay \$3.00 per square foot (3,420 square feet x \$3.00 = \$10,260 annually) for the use of the Leased Premises. This reduced rental rate is specifically conditioned upon Lessee's continuation of the Services throughout the term of this Agreement. All rent shall be due and payable in full on or before January 1 of each year or in twelve (12) equal monthly installments of \$855.00 each due and payable on or before the first day of each month. Rent proceeds to be deposited in Fund 110-121-1217-2120-4622. Payments to be mailed to City Treasurer, Room 105 City Hall, 411 W. 1<sup>st</sup> Street, Duluth, MN 55802.

**3. LESSEE'S MANAGEMENT OF THE PREMISES**

- a. Lessee shall be responsible for the general management of the Premises including Lessee's Leased Premises. The Leased Premises include e the entire CHCC building and adjoining sidewalks.
- b. The Leased Premises specifically excludes the CHCC's parking lot, City sidewalks and surrounding green space and those rooms or areas that are exclusively leased by

other groups (Room 001 (currently leased by a third party and used as a boxing gym) and Rooms 007 (currently leased by the NAACP/Community Club)). A drawing of the Premises is attached as Exhibit A.

- c. Lessee shall be solely responsible for managing the use of the Premises by the public. Lessee's responsibilities shall include:
  - i. Scheduling recreational and community events and programs (each an "Event"). Lessee may rent any portion of the Premises to private groups, clubs or parties and may, at its discretion, charge a rental fee. The rental fee for each Event shall be comparable to rental prices charged under similar circumstance in the community and shall be subject to approval by the City's Parks Manager. Lessee shall have the right to retain all rental fees. All such rentals shall be documented by a written rental agreement. The form of the rental agreement shall be approved by the City Attorney prior to its use by the Lessee. A copy of the City's form of agreement is attached to this agreement as Exhibit B.
  - ii. Maintaining a master calendar ("Master Calendar") of all such rentals. The Master Calendar shall be provided to the City's Parks Manager on or before the 1<sup>st</sup> day of each month.
  - iii. Collecting the rental fees and deposits, if applicable. Said fees and deposits shall be separately managed and/or accounted for by Lessee in order to identify funds received or expended in the operation and maintenance of the Premises.
  - iv. Managing, overseeing and supervising these rentals and all user groups (including guests, invitees and agents thereof) of the Premises. Lessee shall be responsible for ensuring compliance with all rules and laws.
  - v. Ensuring that the renter/user group has obtained the appropriate alcohol permit from the City if the rental activity will include the consumption of alcoholic beverages and that all such consumption occurs in compliance with all laws regulating such consumption.
- d. Lessee shall be responsible for janitorial services for the Premises except for those areas of the Premises occupied by other tenants.
- e. Lessee acknowledges and agrees that any subleasing of the Premises is subject to the City Parks Manager's prior written approval. Any sublease entered into in violation of this provision shall be null and void.
- f. Lessee understands and acknowledges that the parking lot and surrounding green space will continue to be open to the public and are excluded from the definition of either Premises or Leased Premises.

**4. OPERATION AND MAINTENANCE OF THE PREMISES:**

- a. Lessee shall be responsible for:

- i. Providing, at its expense, those items required for daily operation and maintenance of the Premises, including but not limited to, interior light bulbs (except as otherwise provided by City as described in the City's Responsibilities section), paper products, plastic products (e.g., garbage bags), program equipment and supplies, minor repairs, etc. so as to maintain the Premises in a reasonable state of repair.
  - ii. Providing, at its expense, wireless internet service and any telephone lines and telephones.
  - iii. At its expense, removing snow and ice and treatment thereon of all sidewalks and pathways servicing the Premises. City is responsible for maintaining the parking lots and the City sidewalks.
  - iv. Maintaining, at its expense, the Premises in good order and condition and state of repair, normal wear and tear excepted, including cleaning of interior windows of the Premises.
  - v. Removing all litter or other waste and properly disposing of same into the proper disposal containers provided within the CHCC.
  - vi. Providing, at its expense, all staff, equipment and cleaning supplies necessary to carry out this provision.
  - vii. Complying with the City's guidelines relating to recycling, energy efficiency and maintenance of the Premises. A copy of the guidelines will be provided to Lessee upon execution of this Agreement.
  - viii. Maintaining all Lessee equipment in a safe and properly maintained manner at Lessee expense and prohibiting the use of any equipment not determined to be safe and properly maintained.
- b. Lessee shall be responsible for any losses or damages caused by the negligence or intentional act of Lessee, or its employees, agents or program participants, to the Premises or to any City equipment.
- c. Lessee shall not make structural changes to the Premises with the exception of the installation of necessary telephone and internet service.
- d. Lessee shall follow all established policies and procedures regarding safe and supervised building usage and security, including but not limited to securing exterior doors after hours.
- e. Lessee shall immediately report any concerns to the Parks and Recreation Staff assigned to the CHCC.
- f. Lessee acknowledges that there shall be no smoking or use of tobacco whatsoever on the Premises. Lessee will be responsible for enforcing the no-smoking policy.
- g. Lessee acknowledges that the possession, use or sale of alcohol is permitted on the Premises only under the following conditions and it is the Lessee's responsibility to ensure that such conditions are met:
  - i. Alcohol may be possessed, consumed or served only when the appropriate permit or license has been obtained from the City prior to the event and all application, fee and other requirements have been met.
  - ii. Alcohol may be sold only when the appropriate on-sale alcoholic beverage license has been obtained from the City prior to the event and all application, fee and other requirements have been met.

- iii. At least thirty (30) day's written notice of a request to serve or sell alcohol shall be provided to the City before the event to give the City sufficient time to review the request. Requests that are not timely submitted may be denied.
- iv. Lessee must have adequate procedures in place to ensure that no one under the age of twenty-one (21) is served alcohol and to ensure that no one is served alcohol in an amount to cause intoxication.
- v. Depending on the request, licensed peace officer(s) may be required to attend the event.
- vi. All state laws and Duluth City Code provisions shall be followed at all times.
- vii. The City reserves the right to prohibit the serving, sale or possession of alcohol on the Premises.

**5. INCIDENT REPORTS:**

- a. Lessee shall promptly notify the City's Parks Manager in writing of any incident of injury to any person or loss or damage to property occurring on or 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 B.

**6. ALTERATIONS AND IMPROVEMENTS:**

- a. Lessee may, at its sole expense, make suitable improvements or alterations to the Premises upon advance written approval from the City's Facility Projects Specialist. All such improvements (except 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 C. 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. Lessee agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Premises, Lessee will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction hereunder.

**7. FINANCIAL ACCOUNTING AND REPORTING:**

- a. Lessee agrees that all monies (paid admissions, rental fees, etc.) received or collected by Lessee for usage of the Premises shall be separately managed and/or accounted for by Lessee in order to identify funds received or expended in the operation and maintenance of the Premises. Lessee further agrees that it shall keep this information in such a fashion that, at all times, an accurate accounting may be made by the City.
- b. Lessee agrees to file with the City Auditor and the Parks and Recreation Division an annual itemized statement accurately showing all Lessee income and expenses related to the operation of the Premises. The statement shall be filed no later than

May 1 of each year this Agreement remains in effect and shall include all required information from the previous year.

- c. The annual itemized statement required above shall also include a current listing of all officers, board members and the official local contact person responsible for the administration of this Agreement, together with addresses and telephone numbers. Also, a copy of Lessee's current by-laws and articles of incorporation shall be provided to the City.
- d. Pursuant to Minn. Stat. §16C.05, Subd. 5, the books, records, documents and accounting procedures and practices of Lessee relevant to this Agreement shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.

**8. INSURANCE:**

- a. During the entire term of this Agreement, Lessee shall procure and maintain continuously in force the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota:
  - i. Workers' compensation insurance in accordance with the laws of the State of Minnesota.
  - ii. Comprehensive General Liability Insurance in an amount not less than **\$1,500,000** Single Limit together with fire liability insurance with limits of not less than One Hundred Thousand Dollars (\$100,000).
  - iii. The City shall be named as Additional Insured under the Comprehensive General Liability policy. Lessee 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 Lessee's 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 Lessee is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

**9. HOLD HARMLESS AND INDEMNIFICATION:**

- a. Lessee hereby agrees to indemnify, save harmless, and defend the City and its officers, agents, servants and employees from and against any and all claims, suits, loss, judgments, costs, damage and expenses asserted by any person by

reason of injury to or death of any and all persons , including employees or agents of the City or Lessee, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of Lessee, arising out of, related to or associated with the use, management, maintenance or operation of the Premises by Lessee or performance of its obligations under this Agreement.

**10. CITY'S RESPONSIBILITIES:**

- a. The City shall, at its expense, provide the following utilities and services: electric, natural gas, water, sewer and garbage/recycling pick-up.
- b. The City shall be responsible for plowing the parking lot and snow removal from the City sidewalks.
- c. The City shall be responsible for mowing the grass on the Premises.
- d. The City will provide the following light bulbs: 4'-0-" and 8'-0" fluorescent tubes and all exterior light bulbs and will install (upon advance written request by Lessee to the Facilities Project Specialist) any bulbs that are not accessible by Lessee due to height location including all exterior lighting.

**11. INDEPENDENT CONTRACTOR:**

- a. It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners, joint venture or joint enterprise 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 and any such claimed status is expressly waived by Lessee. Lessee 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 Lessee while so engaged and any and all claims whatsoever on behalf of Lessee arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors or employees shall in no way be the responsibility of the City. Lessee and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay.

**12. DEFAULT BY LESSEE:**

- a. Should Lessee be in default under any terms or conditions of this Agreement City shall provide Lessee with notice of said condition of default, in writing, and shall allow Lessee thirty (30) days to cure any defaults set forth therein. If such default is not cured to the satisfaction of City within thirty (30) days, City may immediately terminate this agreement.
- b. Lessee shall also be considered in default if Lessee (i) conducts activities within the Premises in violation of this Agreement or if Lessee discontinues providing the services described in its Mission, or (ii) files a petition in bankruptcy or other insolvency proceeding is filed by or against Lessee, without dismissal within thirty (30) days of filing; or if Lessee makes any general assignment for the

benefit of creditors or composition; or if a petition or other proceeding is instituted by or against the Lessee for the appointment of a trustee, receiver, or liquidator of Lessee or of any of Lessee's property pursuant to laws for the benefit of creditors; or if a proceeding is instituted by any governmental authority for the dissolution or liquidation of Lessee.

- c. In the event of default by Lessee, City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to Lessee, may remove all persons and property from the premises.
- d. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.
- e. Should City elect to reenter, this Agreement shall be deemed terminated; provided, however, that City shall be entitled as against Lessee to the measure of damages provided by law, namely the difference between the rent for the balance of the term of this Agreement following the day of reentry and the amount of rent City receives during that period from any subsequent tenant of the Premises.
- f. City shall in such event have no obligation to relet the Premises or Leased Premises.
- g. Should City at any time terminate this Agreement under City's express rights set forth in this Agreement for any breach, City may, in addition to any other remedy it may have, recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Premises.

**13. COMPLIANCE WITH LAWS:**

- a. Lessee 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.
- b. Lessee shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Premises.
- c. Lessee agrees to procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement.
- d. Lessee agrees to conduct its programming on the Premises in strict compliance with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

**14. COMMUNICATIONS:**

- a. The parties agree that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.
- b. The parties agree to meet on an annual basis to jointly inspect the Premises to determine whether the Premises are in all respects in proper condition and, if necessary, to review the terms and conditions of this Agreement.

**15. CITY ACCESS:**

- a. Lessee agrees to permit the City and its authorized representatives to enter the Premises at all reasonable times during usual business hours for the purpose of inspection, or for the making of any necessary repairs for which the City is responsible or the City deems necessary for the safety and preservation of the Premises or for the performance of any work on the premises that may be necessary to comply with any laws or regulations of any public authority. Lessee shall not change the locks or otherwise prohibit or inhibit the City access to any portion of the Premises. Facility Management for the City shall be exclusively responsible for the design of keying systems, lock changes, key fabrication and key distribution and Lessee agrees to abide by the Key Control Policy, a copy of which shall be provided to Lessee. Keys shall be distributed only to those individuals as may be designated by City or Lessee. All keys shall be promptly returned to the City's Park Manager upon termination of this Agreement.
- b. Notwithstanding anything contained herein, during such times when City-wide voting or elections are held, Lessee shall make available those portions of the Premises designated by the City Clerk for this purpose. Generally, elections are held the second Tuesday of September and the first Tuesday of November. The City shall provide Lessee with thirty (30) days written notice prior to any non-scheduled or Special Election. Lessee agrees that the use of the Premises by the City as a voting place takes precedence over any prior commitment Lessee may have scheduled for such election dates. Lessee shall not hinder, obstruct or interfere in any way with City's access or use of the Premises.

**16. GENERAL PROVISIONS:**

- a. Prior to execution of this Agreement by the City, Lessee shall provide evidence that it is a non-profit entity legally capable of entering into obligations of a contract and currently in good standing with the Minnesota Secretary of State. City officials are granted the authority to refuse to execute this Agreement upon default by Lessee of the requirements of this paragraph.
- b. The Premises (excluding the Leased Premises) is a multi-use area requiring the cooperation of all users. This cooperation includes ingress and egress, amenities, and related improvements. Lessee acknowledges that the City's Facility Projects Specialist and City's Parks Manager shall ultimately determine the appropriate use of the site and/or improvements and shall prevail in any disputes between user groups.
- c. That in case the structures on said demised premises shall, without any fault or neglect on the part of Lessee or of its servants or employees, be destroyed, or be so injured by the elements or any cause as to be untenable and unfit for occupancy, then the liability of Lessee for the rent of said premises thereafter, and all right to the possession thereof, shall at once cease.
- d. Except as provided for herein, Lessee agrees that it will not sublet the Premises, or any part thereof, and will not assign this Agreement or any interest therein, nor permit this Agreement 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.

- e. The rights of Lessee to occupy, use, and maintain 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.
- f. 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.

**17. THIRD PARTY BENEFICIARIES:**

- a. No provision of this Agreement shall inure to the benefit of any third person so as to constitute any such person as a third-party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

**18. IMMUNITY:**

- a. Nothing in this Agreement is intended to or should be construed as a waiver by the City of any immunities, defenses or other limitations on liability to which the City is entitled by law, including, but not limited to, the liability of limits under Minnesota Statutes Chapter 466.

**19. SEVERABILITY:**

- a. 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.

**20. NOTICES:**

- a. Unless otherwise provided herein, notice to the City or Lessee shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth  
Parks and Recreation Division  
Attention: Parks Manager  
411 West First Street  
Duluth, MN 55805

One Roof Community Housing  
Attn: Jeff Corey  
12 East Fourth Street  
Duluth, MN 55805

**21. AUTHORITY TO EXECUTE AGREEMENT:**

- a. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said parties on

their behalf will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

**22. FINAL AGREEMENT:**

- a. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties or stipulations, either oral or written, not herein contained. No amendments to this Agreement shall be binding unless such amendment is in writing and executed with the same formality and approvals as this Agreement.

**CITY OF DULUTH**

**ONE ROOF COMMUNITY HOUSING**

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

By: \_\_\_\_\_  
Its Chief Executive Officer  
Printed Name \_\_\_\_\_

ATTEST:

\_\_\_\_\_ s \_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_

Its: \_\_\_\_\_  
(Designate Title)  
Printed Name \_\_\_\_\_

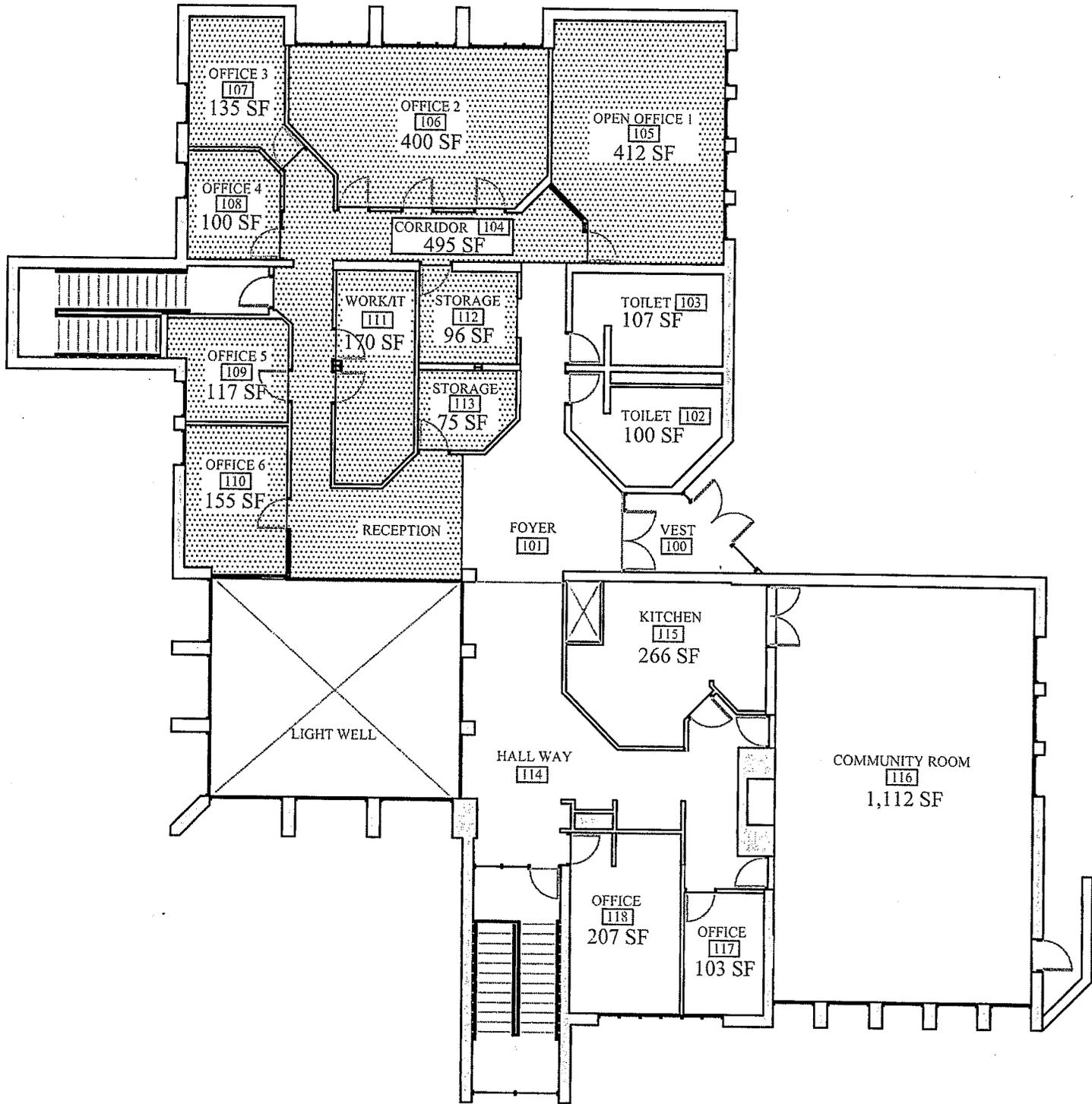
Approved as to form:

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

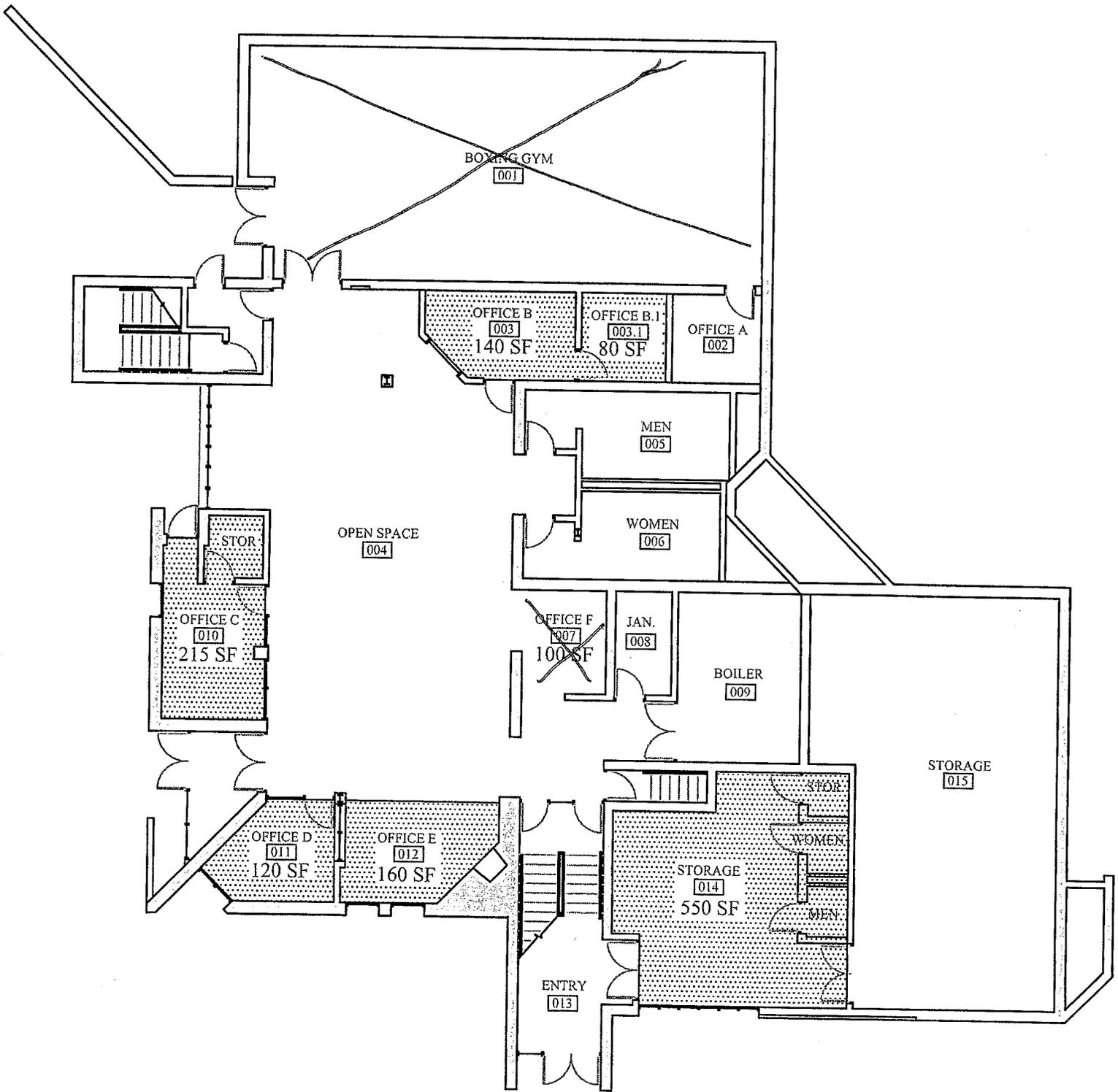
Countersigned:

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

**Exhibit A**  
Diagram of the Premises



CHCC - UPPER FLOOR PLAN  
 LEASED AREA = 2,155 SF



CHCC - LOWER FLOOR PLAN  
 LEASED AREA = 1,265

**Exhibit B**  
**Form of Rental Agreement**

EXHIBIT \_\_\_\_\_

**TEMPORARY LEASE AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ [insert name] hereinafter called "Lessor" and \_\_\_\_\_ hereinafter called "Lessee".

WITNESSETH, that the Lessor, in consideration of rents and covenants hereinafter mentioned, does hereby demise, lease and let onto Lessee, and said Lessee does hereby hire and take from Lessor that portion of the \_\_\_\_\_ Community Center building on the \_\_\_\_ day(s) of \_\_\_\_\_, 20\_\_, from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm as is described as follows, to-wit:

Space(s) to be leased by Lessee: \_\_\_\_\_

But excluding the following: \_\_\_\_\_

The purpose of Lessee's use will be as follows: \_\_\_\_\_

TO HAVE AND TO HOLD, the premises just as they are, without any liability or obligation on the part of said Lessor or the City of Duluth of making any alterations, improvements, or repairs of any kind on or above the said premises for the term as stated above Lessee yielding and paying the rent of \$ \_\_\_\_\_ dollars. **The Lessee may not access the premises for deliveries, decorating, etc. before or after the following dates and times:**

Not Before \_\_\_\_\_ am/pm, \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Not After \_\_\_\_\_ am/pm, \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE LESSEE has herewith agreed to make a damage/clean-up deposit of \$ \_\_\_\_\_, which must be paid by the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ to assure that the premises are maintained in as good order and condition and state of repairs, reasonable wear and tear excepted as the same now are or may be put into by Lessor. All deposits shall be cashed and deposited by Lessor upon receipt. The damage/clean-up deposit shall be returned to the Lessee provided the premises are maintained in good order, there are no damage/cleaning claims by the Lessor, and the Lessee has paid in full all rents and covenants herein mentioned.

THE LESSEE must abide by all laws of the United States, State of Minnesota, St. Louis County, City of Duluth, and especially the rules and regulations of the City of Duluth Parks & Recreation Department. Lessor acknowledges receipt of a down payment of \$ \_\_\_\_\_ and the balance of \$ \_\_\_\_\_ to be paid to Lessor not later than \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

AS PART OF THIS LEASE, The Lessee hereby fully releases the City of Duluth; Lessor, and Lessor's servants, agents, employees, contractors, or sub-contractors from any liability whatsoever in any way arising from any claim for damage to any person and/or property sustained or received on or about said \_\_\_\_\_ Community Center during the term of this lease. Additionally, the Lessee agrees to save harmless and indemnify the Lessor and the City of Duluth from any and all expenses arising because of any claim which may hereafter be presented by anyone for loss or damage or personal injury as a result of the use of \_\_\_\_\_ Community Center.

THE LESSEE shall provide a copy of their insurance policy for the above disclosed activity not later than \_\_\_\_ day of \_\_\_\_\_, 20\_\_ indicating that Lessee has secured Personal Liability coverage at a minimum level of One Hundred Thousand Dollars (\$100,000.00) per occurrence. The Lessor and the City of Duluth shall be named as additional insured on all insurance policies covering the above activity.

**EXHIBIT D**

Temporary Lease Agreement

IF LESSEE intends to serve alcoholic beverages at any time during the above activity, Lessee shall obtain from the Parks & Recreation Dept office, and provide to Lessor, an Alcohol Consumption Permit. The cost of said permit shall be at Lessee expense. Lessee understands that said Alcohol Consumption Permit does not permit the sale of any alcoholic beverages. If Lessee intends to sell any alcoholic beverages, Lessee must secure a Temporary On-Sale Liquor License from the City Clerk's Office along with the required insurance coverage at Lessee expense.

AT ALL TIMES while alcoholic beverages are served, Lessee shall hire and secure the services of one or more uniformed security officers as may be required to oversee Lessee's function during those times when alcoholic beverages are being served. Such security officer(s) shall continue their oversight for a reasonable period after such alcoholic beverage serving period has ended to properly assist in clearing and securing said community club facility at the conclusion of Lessee's event.

If the balance of payments due under this agreement are not paid by the date set forth herein, this agreement shall become null, and void, and the Lessor shall keep the down payment as liquidated damages.

If any of the representations, including residence, made at the time entering into this agreement are no longer accurate within twenty (20) days of the date of the event, \_\_\_\_\_ Community Club shall have the sole discretion to declare this agreement null and void.

IN TESTIMONY WHEREFORE, the Lessee has hereunto set his/her hand(s) and seal(s) the day and year first written above.

[INSERT NAME] "LESSOR"

LESSEE

\_\_\_\_\_  
Authorized agent

\_\_\_\_\_  
Lessee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Lessee

Date: \_\_\_\_\_

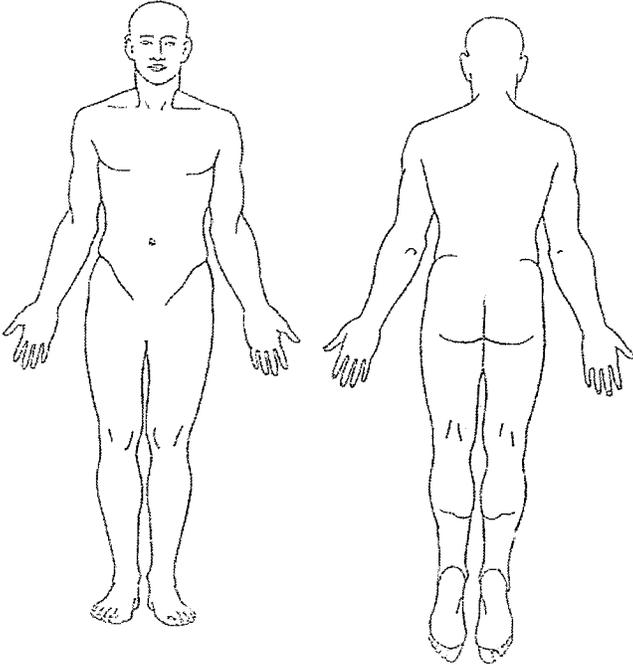
**Exhibit C**  
Incident Report

# CITY OF DULUTH

## INCIDENT REPORT

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

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

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

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

<b>INCIDENT LOCATION:</b>			
<b>POLICE CALLED?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Police Traffic Accident Report ICR#:</b>	
<b>City Vehicle, Property, or Equipment Involved</b>	Description: _____ Vehicle #, Make, Model, Year: _____ Describe Damage: _____		
<b>Non-City Vehicle, Property, or Equipment</b>	Owner Name: _____ <input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other Owner Address/Phone #: _____ Vehicle License #: _____ Color: _____ Make/Model: _____ Year: _____ Describe Damage: _____		
<b>Weather Conditions</b>	<b>Roadway Conditions:</b>	<b>Light Conditions:</b>	<b>Other:</b>
<input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow	<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	Approx. Temp: _____ Estimated Speed: _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or Alcohol Test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>MISCELLANEOUS COMMENTS:</b> _____			

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

**Exhibit D**  
Project Proposal Request



Department of Public Administration - Maintenance Operations  
Architecture, Facility Management Services and Street Light Utility

1532 West Michigan Street • Duluth, Minnesota • 55806

PHONE: 218-730-5730 • FAX: 218-723-3560

[tgroshong@duluthmn.gov](mailto:tgroshong@duluthmn.gov)

## 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](mailto: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: \_\_\_\_\_

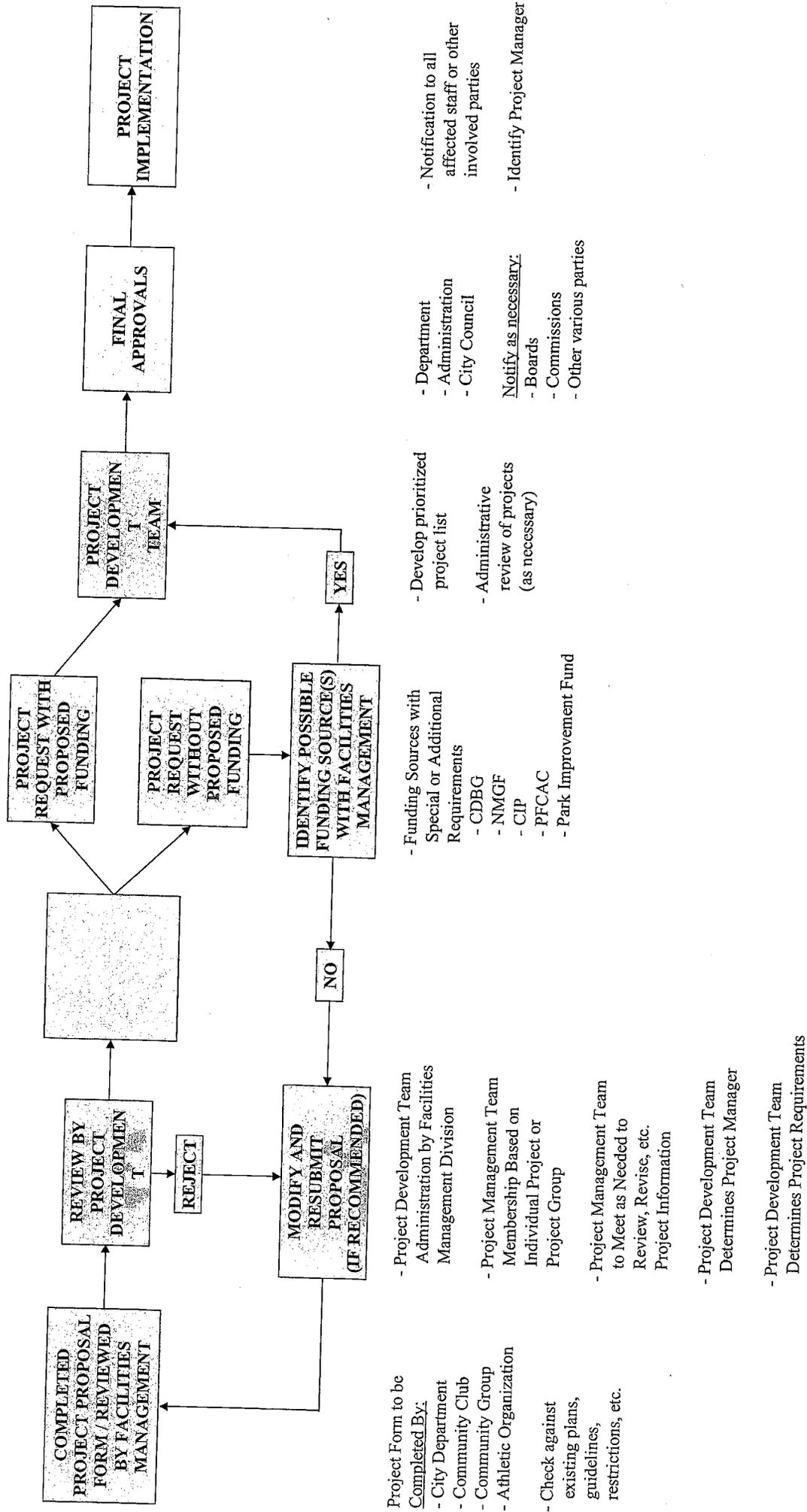
Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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.