

RECREATION, LIBRARIES, & AUTHORITIES COMMITTEE

12-0426R

RESOLUTION AUTHORIZING THREE-YEAR LEASE AGREEMENT WITH ST. JAMES HOME OF DULUTH INC., d/b/a WOODLAND HILLS FOR USE OF SPACE IN THE WASHINGTON RECREATION CENTER.

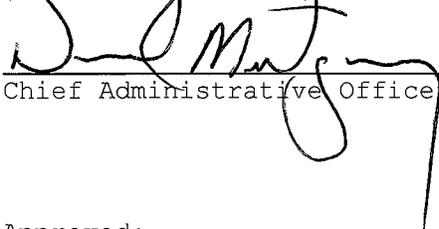
CITY PROPOSAL:

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 St. James Home of Duluth Inc., d/b/a Woodland Hills for the lease of space in the Washington Recreation Center with monthly rent of \$600.00 payable to 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 KF:SW:le

08/15/2012

STATEMENT OF PURPOSE: This resolution authorizes the city to enter into a three-year agreement with St. James Home of Duluth Inc. for the lease of space in Washington Recreation Center for its youth program. The agreement may be terminated by either party on 30 days' notice. In consideration, St. James will pay the city monthly rent starting at \$600 for 2012, \$662.50 for 2013 and \$687.50 for 2014.

## **LEASE AGREEMENT**

THIS AGREEMENT, by and between the **CITY OF DULUTH**, hereinafter known as the “City” and the **ST. JAMES HOME OF DULUTH INC., d/b/a WOODLAND HILLS**, hereinafter known as **LESSEE**.

### **ARTICLE 1 - PARTIES**

1. LESSEE is a nonprofit corporation duly organized and existing under the laws of the State of Minnesota and has the power to enter into this Agreement and by proper action has been duly authorized to execute this Agreement. LESSEE provides a youth programming service to the City that benefits the community, its citizens and residents.
- 1.1 City, a municipal corporation under the laws of the State of Minnesota, owns a building and property located at 310 North First Avenue West, Duluth, MN.

In consideration of the mutual covenants contained herein, both parties agree as follows.

### **ARTICLE 2 - PREMISES**

2. The term “Premises” includes the following:
  - A. Non-Exclusive Premises shall mean the gymnasium and Conference Room 106 of the Washington Recreation Center located at 310 North First Avenue West.
  - B. Exclusive Premises shall mean Rooms 100A, 100C, 102, 104, 106C, and 107A of the Washington Recreation Center located at 310 North First Avenue West.

As shown on the diagram attached hereto as Exhibit A.

- 2.1 **LESSEE’S** use of the Premises shall be limited to its youth programs (“Programs”) described as follows:

LESSEE’s youth programs provide safe, structured, age-specific, supervised learning activities after school Monday through Friday from 3-7 p.m. and from 10 a.m. – 4 p.m. during non-school times to include summer weekdays, with an occasional weekend activity. The Programs offer academic achievement, cultural awareness, monitoring, healthy lifestyle development, social skill development, physical recreation activities and service learning opportunities.

### **ARTICLE 3 - TERM OF AGREEMENT**

3. 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 otherwise earlier terminated as provided for herein.
- 3.1 Rent for the Premises shall be as follows:

A. For the Exclusive Premises:

Year 1 - 2012: 3,000 sq ft x \$2.40 = \$7,200.00/ year or \$600.00 / month

Year 2 - 2013: 3,000 sf x \$2.65 = \$7,950.00 /year or \$662.50 / month

Year 3 - 2014: 3,000 sf x \$2.75 = \$8,250.00 /year or \$687.50 / month

Lessee acknowledges and agrees that in the event LESSEE and City agree to extend the current Lease Agreement or enter into a new lease agreement the Rent for the Premises will begin at \$3.00 per square foot.

All rent shall be due and payable in full on or before January 1 of each year or in twelve (12) equal monthly installments due and payable on or before the first day of each month. Rent proceeds to be deposited in Fund 110-121-1217-2120-4622.

LESSEE is taking the Premises "as is", in its present physical condition, without representations or warranties of any kind.

B. If LESSEE requires exclusive or non-exclusive use of the Non-Exclusive Premises, LESSEE shall request the use of the Non-Exclusive Premises in accordance with the then current established rental policies and shall pay the current rental fees, if applicable. All such requests for the exclusive or non-exclusive use of the Non-Exclusive Premises shall be booked through the City's Parks and Recreation Staff ("Parks' Staff") assigned to Washington Center. LESSEE is not guaranteed priority of its requests. All rent proceeds for the Non-Exclusive Premises shall be deposited in Special League Fund 210-030-3190-4644.

#### **ARTICLE 4 - OPERATION AND MAINTENANCE**

4. LESSEE shall maintain the Exclusive Premises in a safe and clean manner at all times including cleaning of interior windows of the Exclusive Premises. In the Exclusive Premises, LESSEE shall remove all litter or other waste and properly dispose of same into the proper disposal containers provided within the Washington Center. LESSEE agrees to comply with the City's recycling requirements including the recycling guidelines established by the City's Energy Coordinator.
- 4.1 LESSEE shall keep and maintain the Exclusive Premises during the term of this lease in good order and condition and state of repair, normal wear and tear excepted.
- 4.1. LESSEE shall be responsible for maintaining all LESSEE equipment in a safe and properly maintained manner at LESSEE expense and shall prohibit the use of any equipment not determined to be safe and properly maintained.
- 4.5 LESSEE shall be responsible for any losses or damages caused by LESSEE, or its employees, agents or program participants, to the Premises or to any City equipment.

- 4.6. LESSEE shall not make structural changes to the Premises with the exception of the installation of necessary telephone and internet service.
- 4.7. LESSEE agrees and understands that the Premises is a public facility and accordingly will limit its program activities within the area to allow the general public the use of the Non- Exclusive Premises except when LESSEE has reserved the Non-Exclusive Premises for its exclusive use.
- 4.8. The City shall prevail in any disputes arising out of the use or scheduling of the Non- Exclusive Premises and LESSEE is not guaranteed a minimum number of hours or usage times of the Non-Exclusive Premises. The City does not guarantee the availability of the NON-EXCLUSIVE Premises.
- 4.9. LESSEE shall maintain a current schedule of user or instructional fees and activities for LESSEE programs and provide a current copy to the Manager of Parks and Recreation and the Parks' Staff on duty at the Washington Center.

#### **ARTICLE 5 - LIMITS OF USE**

5. LESSEE agrees that the Premises shall be used only for LESSEE'S Programs; any other activities not approved by the City or if LESSEE fails to provide its Programs shall be grounds for immediate termination of this Agreement.

#### **ARTICLE 6 - FACILITY SECURITY AND SUPERVISION**

- 6.1. LESSEE agrees that during its programming it shall provide supervision of its program participants whether such programming occurs in the Exclusive or Non-Exclusive Premises, by an adult LESSEE representative competently trained as appropriate for the activity. Such person shall be responsible to the Board of Directors of LESSEE.
- 6.2. LESSEE shall have a key holder, who shall be a person assigned a key from Facility Management, present during all of LESSEE's Programs.
- 6.3. The City, at its discretion, may also provide supervision of the Non-exclusive premises, but it does not guarantee the availability of such supervision. Lessee retains sole responsibility to provide supervision of its programs and participants. The City shall prevail in any conflicts arising during the supervision of the Non-exclusive premises.
- 6.5. 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, and monitoring LESSEE'S participants in the shared hallways and bathroom spaces, and immediately reporting any concerns to the Parks' Staff assigned to the Washington Center.

#### **ARTICLE 7 - LANDLORD TENANT RELATIONSHIP**

7. 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, employee, or independent contractor of the City for any purpose or in any manner whatsoever and any such claimed status is expressly waived by LESSEE. LESSEE'S 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.

## ARTICLE 8 - INSURANCE

8. LESSEE 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 LESSEE activities occurring on or within the PREMISES whether said activities are performed by employees or agents under contract to LESSEE.
- 8.1 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.
- 8.2 The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect LESSEE, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any

act or failure to act by LESSEE, its employees, agents and representatives in the negligent performance of its activities covered by this Agreement.

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

#### **ARTICLE 9 - HOLD HARMLESS AND INDEMNIFICATION**

9.1 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.

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

#### **ARTICLE 10 – INCIDENT REPORTS**

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

#### **ARTICLE 11 - COMPLIANCE WITH LAWS**

11. 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.

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

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

11.3 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.

## **ARTICLE 12 - TERMINATION OF AGREEMENT**

12. This Agreement may be terminated by either party, and without cause, by serving thirty (30) days' written notice upon the other. 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.
- 12.1 Upon termination of this Agreement, LESSEE agrees to surrender possession of said premises to City in as good condition and state of repair as said premises were in at the time LESSEE took possession, reasonable wear and tear, and acts of God excepted. LESSEE shall also surrender all keys.

## **ARTICLE 13 - DEFAULT BY LESSEE**

13. 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.
- 13.1 LESSEE shall also be considered in default if LESSEE (i) conducts activities within the Premises in violation of this Agreement or if LESSEE discontinues providing its Programs, 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.
- 13.2 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.
- 13.3 The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, LESSEE.
- 13.4 Should City elect to reenter, this Agreement shall be deemed terminated; provided, however, that City shall be entitled as against LESSEE to the measure of damages provided by law, namely the difference between the rent for the balance of the term of this Agreement following the day of reentry and the amount of rent City receives during that period from any subsequent tenant of the Premises. City shall in such event have no obligation to relet the Premises.
- 13.5 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.

#### **ARTICLE 14 - ALTERATIONS AND IMPROVEMENTS**

14. LESSEE 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, 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.
- 14.1 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.

#### **ARTICLE 15 - ALCOHOL**

15. The possession, use or sale of alcohol is permitted on the Premises only under the following conditions:
- \* 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.
  - \* 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.
  - \* 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.
  - \* 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.
  - \* Depending on the request, licensed peace officer(s) may be required to attend the event.
  - \* All state laws and Duluth City Code provisions shall be followed at all times.
  - \* The City reserves the right to prohibit the serving, sale or possession of alcohol on the Premises.

#### **ARTICLE 16 - COMMUNICATIONS**

16. 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.
- 16.1 LESSEE agrees to provide to the City's Park Manager a report on or before the 1<sup>st</sup> day of each month identifying the scheduled activities to be held at the Premises including a copy of any brochures, advertisements, flyers, sample invites etc. promoting such activities. In addition, when applicable, LESSEE will provide to the City a website link relating to the activity for inclusion on the City's website.
- 16.2 LESSEE agrees to provide the City with a quarterly summary report identifying all activities held on the Premises during the previous quarter. The report will include statistics about the activity including date of the activity, name of activity, number of people in attendance and brief description of the activity.

#### **ARTICLE 17 - CITY ACCESS**

17. LESSEE shall permit the City, it's officials, employees or agents to access and inspect the Premises at any time. LESSEE shall not change the locks or otherwise prohibit or inhibit the City access to any portion of the Premises. Facility Management for the City shall be exclusively responsible for the design of keying systems, lock changes, key fabrication and key distribution and LESSEE agrees to abide by the Key Control Policy, a copy of which shall be provided to LESSEE. All keys shall be promptly returned to the City's Park Manager upon termination of this Lease.

#### **ARTICLE 18 - SMOKING AND TOBACCO**

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

#### **ARTICLE 19 - GENERAL PROVISIONS**

19. Prior to execution of this Agreement by the City, LESSEE shall provide evidence that it is an entity legally capable of entering into obligations of a contract and 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.
- 19.1 The Premises is a multi-use area requiring the cooperation of all users. This cooperation includes ingress and egress, amenities, and related improvements. LESSEE acknowledges that the 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.
- 19.2 LESSEE shall, with advance notice, allow the City to enter the leased area. In case of emergency, prior notice is not required. LESSEE shall not change locks or otherwise prohibit or inhibit City access to any portion of the building. City shall be exclusively responsible for the upkeep of all door locking devices and the duplication and distribution

of keys. LESSEE is prohibited from duplicating any building key. Keys shall be distributed only to those individuals as may be designated by City or LESSEE.

- 19.3 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.
- 19.4 LESSEE 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.
- 19.5 The rights of LESSEE to occupy, use, and maintain said premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.
- 19.6 The waiver by the City or LESSEE of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.
- 19.7 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.
- 19.8 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.

#### **ARTICLE 20 – NOTICES**

20. 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 W. 1<sup>st</sup> Street  
Duluth, MN 55802  
tel.: (218) 730-4309

St. James Home of Duluth, Inc.  
Attn:  
4321 Allendale Avenue  
Duluth, MN 55803

**ARTICLE 21 - AUTHORITY TO EXECUTE AGREEMENT**

21.1. 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.

**ARTICLE 22 - FINAL AGREEMENT**

22.1. 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**

**ST. JAMES HOME OF DULUTH INC.**

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

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

ATTEST:

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

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

Approved as to form:

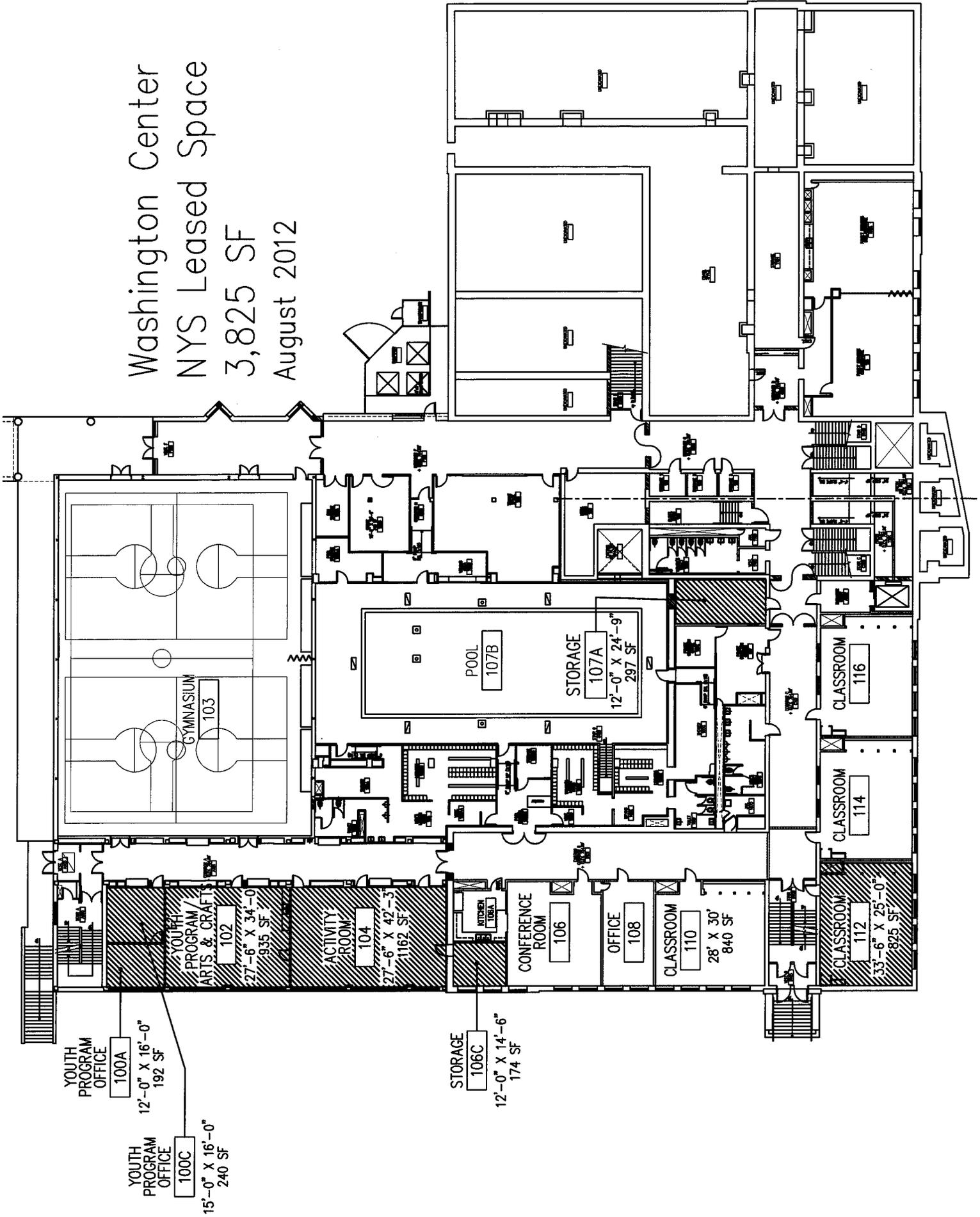
\_\_\_\_\_  
City Attorney

Countersigned:

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

**Exhibit A**  
Diagram of the Premises

Washington Center  
 NYS Leased Space  
 3,825 SF  
 August 2012



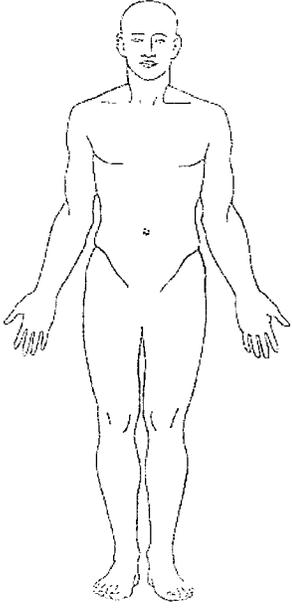
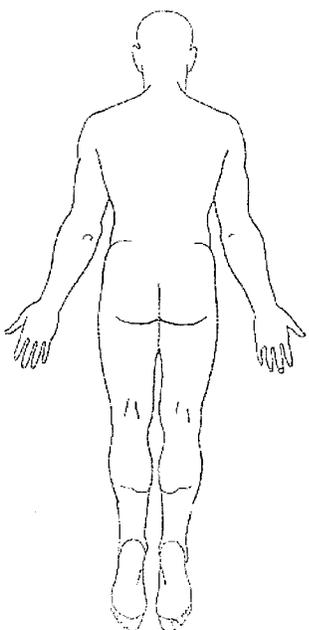
**Exhibit B**  
Incident Report

# 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>Phone:</b>					
<b>Incident Date:</b>		<b>Time:</b>	<b>Left work:</b>		<b>Returned:</b>
				<b>Lost time</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Explanation for Injury/Incident:</b> _____					
<b>Incident investigation conducted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>Date supervisor notified:</b>			<b>Date report completed:</b>		
<b>Supervisor's name:</b>					
<b>Names / Phone #'s of witnesses:</b> _____					
<b>Was there a:</b> Safety violation <input type="checkbox"/> Machine malfunction <input type="checkbox"/> Motor vehicle accident <input type="checkbox"/>					
<b>Supervisor's comments:</b> _____					
<b>What actions have been taken to prevent recurrence?</b> _____					
<b>CAUSE</b> <input type="checkbox"/> Slip and Fall <input type="checkbox"/> Struck by equipment <input type="checkbox"/> Lifting or moving <input type="checkbox"/> Caught (In, on or between) <input type="checkbox"/> Needle puncture <input type="checkbox"/> Object in eye (Right <input type="checkbox"/> Left <input type="checkbox"/> <input type="checkbox"/> Repetitive / Overuse <input type="checkbox"/> Other		<b>MARK AREAS OF INJURY BELOW</b> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <b>Front</b>   </div> <div style="text-align: center;"> <b>Back</b>   </div> </div>			
<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><u>Weather Conditions</u></b>	<b><u>Roadway Conditions:</u></b>	<b><u>Light Conditions:</u></b>	<b><u>Other:</u></b>
<input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow	<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 C**  
Project Proposal Request



## CITY OF DULUTH

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

1532 West Michigan Street  
Duluth, Minnesota • 55806  
Phone: 218-730-4434 • Fax: 218-730-3560

Tari L. Rayala, AIA  
Facility Projects Specialist  
trayala@duluthmn.gov

### INTER-DEPARTMENT CORRESPONDENCE

DATE: March 27, 2012

TO: Department Directors & Division Managers  
Community Clubs and Organizations

FROM: Tari L. Rayala, AIA  
Facility Projects Specialist

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.

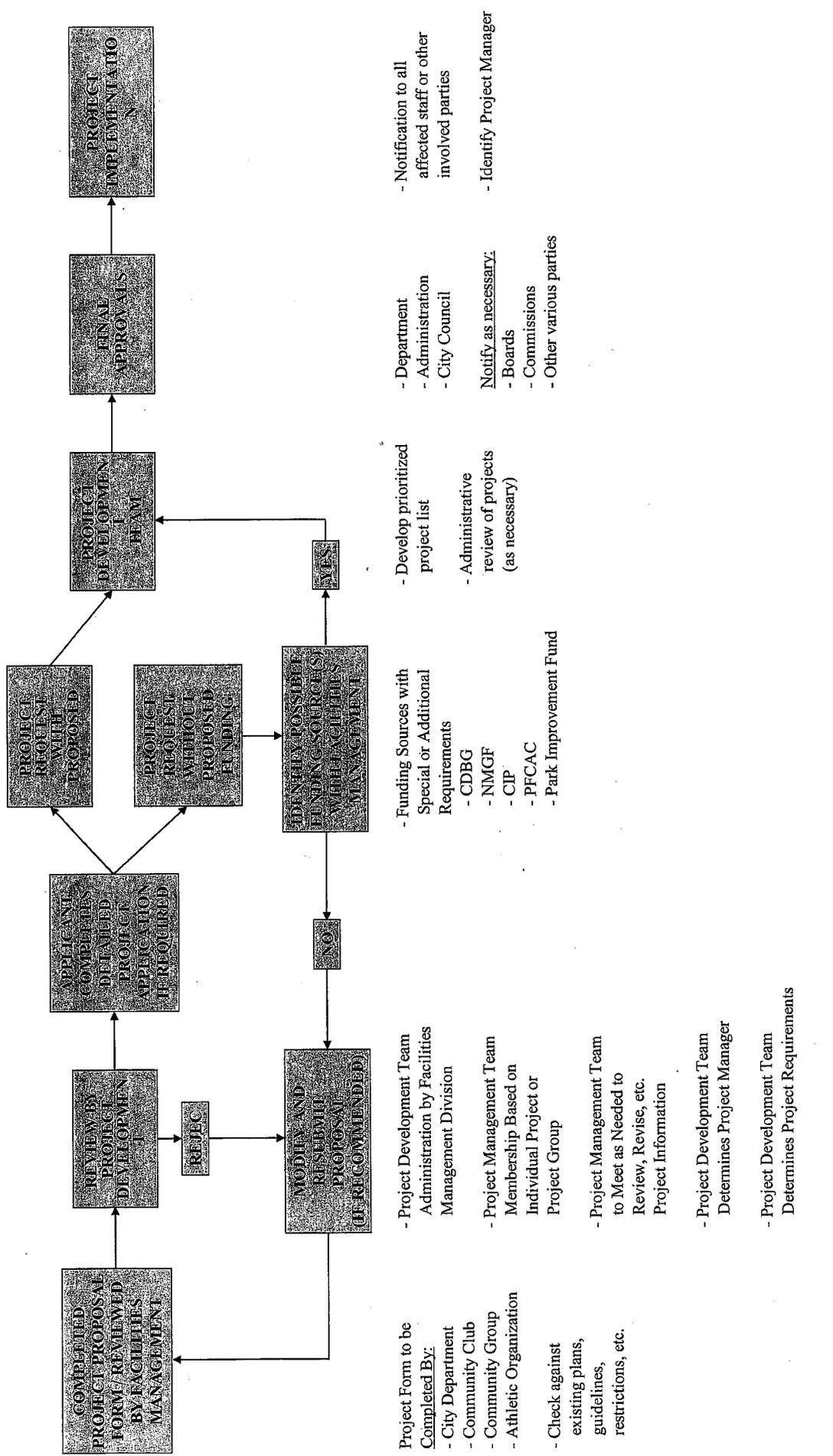
The intent of this process is to expedite decision making, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. This process may need modification to improve upon what has been developed. Your input will be critical 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 me at 730-4434.

# 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**



- Project Form to be Completed By:
- City Department
  - Community Club
  - Community Group
  - Athletic Organization
  - Check against existing plans, guidelines, restrictions, etc.

- Project Development Team Administration by Facilities Management Division
- Project Management Team Membership Based on Individual Project or Project Group
- Project Management Team to Meet as Needed to Review, Revise, etc. Project Information
- Project Development Team Determines Project Manager
- Project Development Team Determines Project Requirements

- Funding Sources with Special or Additional Requirements
  - CDBG
  - NMGF
  - CIP
  - PFCAC
  - Park Improvement Fund

- Develop prioritized project list
- Administrative review of projects (as necessary)

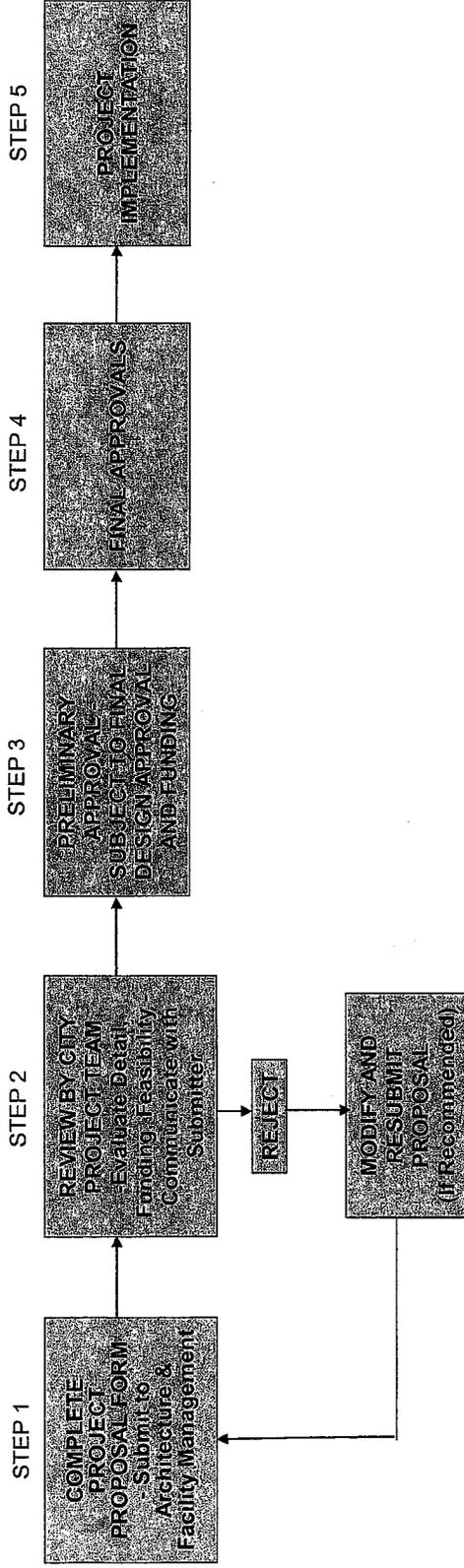
- Department
- Administration
- City Council
- Notify as necessary:
  - Boards
  - Commissions
  - Other various parties

- Notification to all affected staff or other involved parties
- Identify Project Manager

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**

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



**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.

# 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 \_\_\_\_\_