

RECREATION, LIBRARIES AND AUTHORITIES COMMITTEE

13-0190R

RESOLUTION AUTHORIZING CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH DAVID JOSEPH CONLEY FOR RENTAL OF THE RESIDENTIAL DWELLING UNIT LOCATED WITHIN THE UPPER LEVEL OF THE CHESTER BOWL CHALET.

CITY PROPOSAL:

RESOLVED, that the proper city officers are authorized to enter into a rental agreement with David Joseph Conley providing for the rental of the residential dwelling unit located within the upper level of the Chester Bowl Chalet, said agreement to be substantially in the form of Public Document No. _____, on file in the office of the city clerk; monthly rental payments shall be deposited into Parks Fund 205, Community Resources 130, Parks Operating 1219, Rent for Buildings 4622.

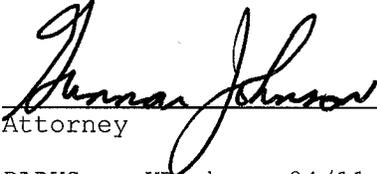
Approved:


Department Director

Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

PARKS KB:rb 04/11/2013

STATEMENT OF PURPOSE: This resolution authorizes a contract with David Joseph Conley for the rental of the residential dwelling unit located within the upper level of the Chester Bowl Chalet.

This is a one year agreement terminating January 1, 2014, renewable for additional one year terms upon mutual agreement of the parties. The rental fee of \$375 per month is applicable. Provisions for monthly rent reductions are included in the agreement with specification that \$100 shall be a direct cash payment to the city.

AGREEMENT

THIS AGREEMENT ("Agreement") is by and between the **City of Duluth**, (the "City"), and **David Joseph Conley**, an individual, (the "Resident").

A. PREMISES

1. The City owns the Chester Bowl Chalet building located at 1800 East Skyline Parkway, hereinafter referred to as the "Premises". A diagram of the Premises is attached to this Agreement as Exhibit A.
2. The Premises is a multi-purpose building containing offices, community rooms and a residential dwelling unit located on a portion of the upper level of the Premises as shown on Exhibit A (the "Rented Space.")
3. The Premises (excluding the Rented Space) is utilized by multiple user groups for meetings, special events and downhill ski programs (each an "Activity" or collectively the "Activities")

B. RENTAL Pursuant to Section 2-35 of the Duluth City Code, 1959, as amended, and in consideration of rental payments and other services specified herein, the parties agree as follows:

1. Rental: The City hereby agrees to rent the Rented Space to the Resident in accordance with the terms and conditions of this Agreement.
 - a. Resident may not assign his/her right to occupy the Rented Space and may not sublease the Rented Space, nor permit any other person, except Resident's minor children, to jointly occupy the apartment at any time without prior written permission from the Manager.
 - b. Resident shall comply with all laws and regulations applicable to their occupancy of the apartment.
 - c. Resident may not have pets or other animals in any portion of the Chester Bowl Chalet building without first securing prior written approval from the Manager.
2. "As Is" Condition: The parties agree that Rented Space shall be rented with all household appliances in an "as is" condition and that the City shall have no obligation to repair or replace appliances.
3. Deposit On or before March 1, 2013, Resident shall pay to the City a cash damage deposit of Three Hundred Seventy-Five Dollars and no/100th (\$375.00). Such deposit shall remain in City possession throughout the duration of Resident's occupancy of the apartment. After final inspection, as outlined in Paragraph 5c, such deposit shall be returned to Resident plus one per cent (1%) simple non-compounded annual interest. If any deficiencies remain after final inspection, such deposit, or portion thereof, shall be used to satisfy these deficiencies or to pay any unpaid rent due and owing.
4. Rental Fee: Resident agrees to the base rental fee of Three Hundred Seventy-Five Dollars and no/100th (\$375.00) per month. Of this amount, One Hundred Dollars (\$100.00) per month shall be a direct cash payment to the City. Two Hundred Seventy-Five Dollars (\$275.00) per month shall be subject to the rent reduction provision as described in Section C. paragraph 2. This rate may be adjusted by the City as needed to reflect a market rate at the time of annual renewal. All Rental Fees collected pursuant to

this agreement shall be deposited into Parks and Recreation Parks Fund Revenue 205-130-1219-4622.

5. Term and Termination:

- a. The term of this Agreement shall begin on March 1, 2013 and terminate at 12:00 a.m. January 1, 2014 unless otherwise terminated as provided herein and shall be renewed for additional one year terms upon mutual agreement of the parties. The parties shall meet on or before November 1 of each year of this Agreement to discuss the upcoming renewal and any changes, if necessary, to the Agreement.
 - b. Either party may terminate this Agreement at any time without cause by giving thirty (30) days written notice of termination.
 - c. Before Resident permanently vacates the Rented Space, Resident agree to clean, perform needed repairs, or otherwise do whatever is necessary to restore the Rented Space to the condition it was in when Resident took occupancy, ordinary wear and tear excepted. Resident agrees to meet with an authorized City representative at least two (2) business days prior to the scheduled termination of this Agreement to perform a final inspection of the Rented Space. Resident shall satisfactorily correct deficiencies identified during the final inspection before moving out of the Rented Space or the deposit, or portion thereof, shall be used to satisfy these deficiencies.
 - d. If Resident fails to submit a verified Monthly Rent Reduction Services Log (hereinafter defined) and/or the appropriate rental fees owed, or if Resident violates one or more of the terms and conditions of this Agreement, Resident shall be in default of this Agreement. If Resident fails to rectify any default by the last day of the appropriate month, Resident shall be served with a Notice of Eviction. Such notice shall allow Resident thirty (30) days from the date the notice is received to vacate the apartment. Any of Resident's personal property, goods, or effects remaining after Resident has vacated the premises shall be removed by City and stored at the cost and expense of Resident and in accordance with Minnesota law.
 - e. Any Notice of Eviction shall be deemed sufficient if deposited in the U.S. Mail, regular first class, and addressed to Resident at 1800 East Skyline Parkway, Duluth, MN 55812 and delivery to Resident shall be deemed to have occurred within two business days of such deposit.
6. Resident Personal Property: Resident shall be solely responsible for all Resident personal property whether such property is owned outright by Resident or borrowed or leased. Resident further agrees to hold City harmless for any loss of Resident' personal property from any cause whatsoever.
7. Appliances: Appliances purchased or otherwise brought into the apartment by Resident at any time while this Agreement is in effect shall be properly installed in accordance with all applicable laws and regulations and incompliance with the City's guidelines relating to energy efficiency. Any such appliances shall be the property of Resident. Resident shall maintain the apartment unit in a neat and presentable condition, reasonable wear and tear excepted.
8. Utilities:
- a. The City will provide at its expense, heating fuel, electrical, water, sewer and garbage service. Resident shall maintain the thermostat setting at a reasonable level to

insure a proper heating level within the building while conserving energy wherever possible.

b. Telephone service, cable television service, internet service, or other utilities or services not specifically mentioned in this Agreement shall be the sole responsibility of Resident at Resident's expense.

9. Alterations or Improvements: Resident may, at his or her sole expense, make suitable improvements or alterations to the Rented Space 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, Resident 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. Resident agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Rented Space, Resident 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.

C. MAINTENANCE AND OPERATION OF PREMISES

1. Services: Resident will be responsible for performing certain services and/or responsibilities related to the Premises and the Activities described as follows and in more detail on the Resident Rent Reduction Services list attached hereto as Exhibit C (the "Rent Reduction Services"). Resident understands and agrees that the performance of the Rent Reduction Services is part of the consideration for the lease of the Rented Space and in addition to the rental payment and Rent Reduction Services described herein. Resident Rent Reduction Services shall include but are not limited to the following:
- a. Provide general after-hours surveillance to insure the safety of the building and adjoining ground including but not limited to notifying the Duluth Police Department or other authorities if necessary, and collect any necessary information for the preparation of incident reports
 - b. Provide services related to Activities as delegated by the Manager, including but not limited to, opening the building to user groups for Activities, and securing the building upon completion or departure of Activities and user groups.
 - c. Provide assistance as needed for off-site events sponsored by the City.
 - d. Resident shall promptly notify the City in writing of any incident of injury or loss or damage to the property of City or any Activity participants or invitees occurring within the Premises. 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 D.
 - e. Provide notice to Manager of any irregularities, problems, needed repairs, or preventive maintenance (structural, mechanical, electrical, heating etc.). In the event Resident will not be occupying the Rented Space at any time, Resident shall notify the Manager at least two (2) business days in advance of such absence or as

soon as possible in the event of an emergency and arrange for the performance of all services in Resident's absence.

2. Rent Reduction: Resident will be eligible to receive a rent reduction (the "Rent Reduction") in exchange for satisfactorily performing the Rent Reduction Services. The Rent Reduction shall be calculated as follows:

- a. Resident shall provide Rent Reduction Services of 8.75 hours per week to be applied against Resident's monthly Rental Fee. In exchange for Resident's services, Resident will be credited Two Hundred Seventy-Five Dollars (\$275.00) of the monthly Rental Fee.
- b. In order to be eligible for any rent reduction, Resident agrees to maintain an ongoing Monthly Rent Reduction Services Log, in the form provided by the City attached hereto as Exhibit E, which documents the dates, number of hours, and a brief description of each service performed. Each Monthly Rent Reduction Services Log shall be verified as to its accuracy or completeness by the Manager of Parks and Recreation or his or her designee (the "Manager"). Such verified Monthly Rent Reduction Services Log and any rental fees due including the One Hundred Dollars (\$100.00) monthly cash payment shall be submitted to the Parks and Recreation Office at 411 W. 1st Street, Ground Floor-City Hall, Duluth, MN 55802 by the tenth (10th) day of each month. The Monthly Rent Reductions Services Log shall cover all services performed during the previous month and will be applied to the following month's Rental Fee. If the verified Monthly Rent Reduction Services Log equals 9 ½ per week, the Resident shall have satisfactorily met the Rent Reduction portion of the Rental Fee.

3. Insurance: Resident agrees to maintain workers' compensation insurance in accordance with the laws of the State of Minnesota.

4. Independent Contractor: 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 Resident 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 Resident. Resident 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 Resident while so engaged and any and all claims whatsoever on behalf of Resident 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. Resident 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.

D. GENERAL PROVISIONS

- a. Resident shall comply with the City's guidelines relating to recycling, energy efficiency and maintenance of the Premises. A copy of the guidelines will be provided to Resident upon execution of this Agreement.

- b. The waiver by the City or by Resident of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.
- c. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.
- d. In the event of a strike or other labor disputes affecting the Chester Bowl Chalet building or adjoining grounds, Resident agrees to continue all services and responsibilities within this agreement without interruption.
- e. All notices to the City required by this Agreement shall be delivered to the Manager of Parks and Recreation, 411 W. 1st, St., Ground Floor – City Hall, Duluth, MN 55802. Unless an alternative notice method is specified by Resident in writing, all notices to Resident shall be mailed to the Resident at 1800 East Skyline Parkway, Duluth, MN 55812.

CITY OF DULUTH

By: _____
Mayor

Printed Name _____

ATTEST:

City Clerk
Date: _____

Approved as to form:

City Attorney

Countersigned:

City Auditor

EXHIBIT A

Diagram of the Premises

EXHIBIT B

Project Proposal Request

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 _____



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.

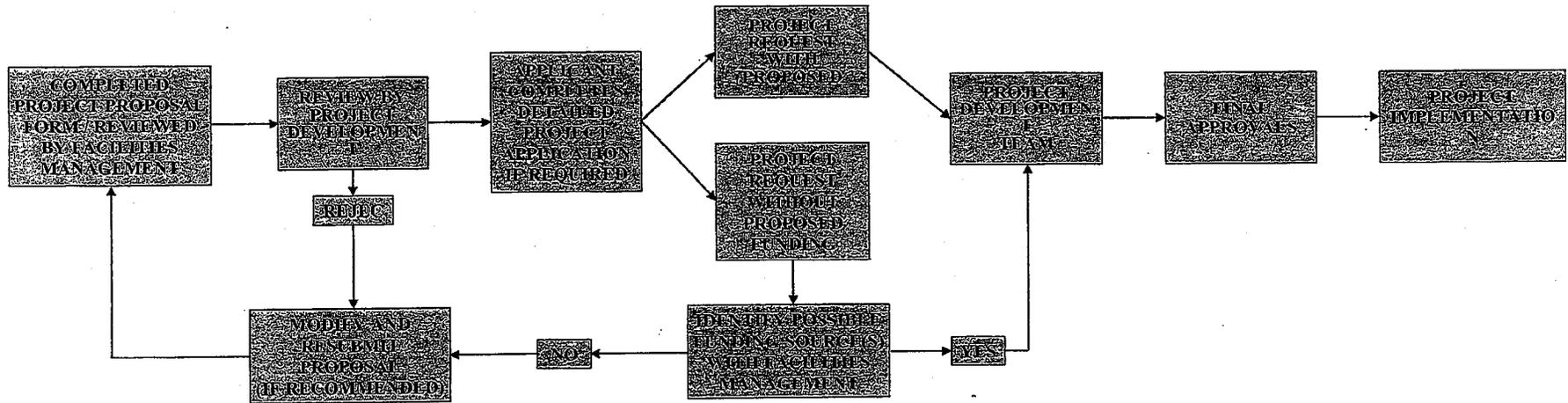
The intent of this process is to expedite decision making, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. This process may need modification to improve upon what has been developed. Your input will be critical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

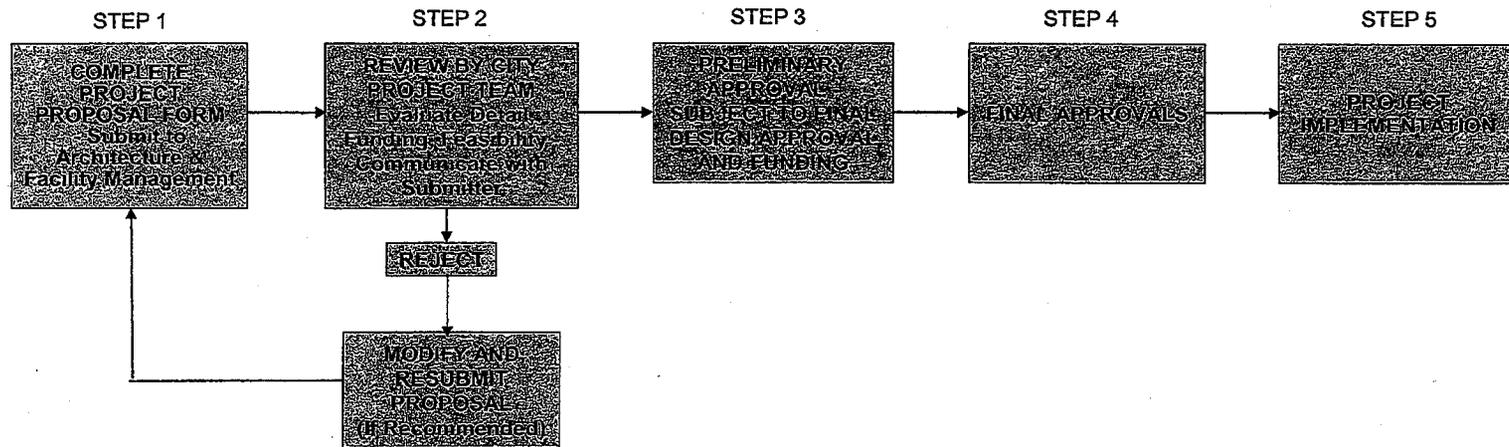
- Department
 - Administration
 - City Council
- Notify as necessary:
- Boards
 - Commissions
 - Other various parties

- 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.

EXHIBIT C

Resident Rent Reduction Services

CHESTER BOWL RESIDENT RENT REDUCTION SERVICES LIST

BATHROOMS (check daily, twice per week, or more often as needed)

- Toilets scrubbed
- Walls, stalls, mirrors, and sink wiped down
- Pick up paper towels and other debris on floors
- Floors swept and mopped with cleaner/disinfectant
- Toilet paper and hand towels full

GARBAGE CANS (weekly or more often as needed)

- All the garbage cans emptied inside and from the front and back doors and by hockey rinks
- Garbage from large barrels should be emptied when half full

SWEEPING AND MOPPING UP AND DOWNSTAIRS (weekly or more often as needed)

- Sweep the floors
- Mop the floors using a maintenance based finish

SWEEPING AND MOPPING THE STAIRS (weekly or more often as needed)

- Sweep the stairs, both front and back
- Mop the stairs

DUSTING (monthly or more often as needed)

- Dust window ledges, above doors, cabinets, vending machines, TV, etc.
- Wash windows inside
- Wash windows outside lower level (except for windows with grates over them)

QUARTERLY

- Utility Closet - organize, sweep, and mop floors
- Boiler Room - sweep and mop floors
- Garage - sweep floors and organize recreation shelves

SEASONALLY

- Keep walkways free of snow, ice, and debris
- Walk park grounds and pick up loose garbage
- Pick up dog droppings

SAFETY AND SECURITY

- Provide general after hours surveillance; notify Duluth Police if necessary
- Lock and secure building at night and turn off interior and exterior lights

OTHER DUTIES

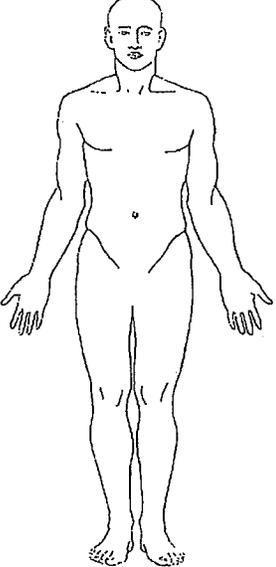
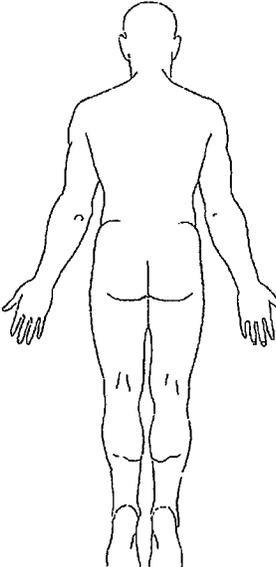
- As outlined in the Resident's Rental Agreement

EXHIBIT D

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

| | | | | | |
|--|--|---|-------------------------------|---|--|
| Company Name: Duluth Police Dept. | | Dept. / Div: Patrol | | <input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee | |
| Last name: | | First: | | Middle initial: | |
| Address: | | | | | |
| City: | | State: | | Zip code: | |
| Phone: | | | | | |
| Incident Date: | | Time: | | Left work: | |
| | | | | Returned: | |
| | | | | Lost time <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Explanation for Injury/Incident: | | | | | |
| Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | |
| Date supervisor notified: | | | Date report completed: | | |
| Supervisor's name: | | | | | |
| Names / Phone #'s of witnesses: _____ | | | | | |
| Was there a: Safety violation <input type="checkbox"/> Machine malfunction <input type="checkbox"/> Motor vehicle accident <input type="checkbox"/> | | | | | |
| Supervisor's comments: _____ | | | | | |
| What actions have been taken to prevent recurrence? _____ | | | | | |
| CAUSE <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 | | MARK AREAS OF INJURY BELOW <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> Front  </div> <div style="text-align: center;"> Back  </div> </div> | | | |
| TYPE OF INJURY <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 | | | | | |
| Employee referred to: Clinic <input type="checkbox"/> Hospital ER <input type="checkbox"/> Refused to see MD <input type="checkbox"/> | | | | | |
| DR / Clinic | | | Phone Number: | | |
| Supervisor's signature: | | | Date: | | |
| Employee's signature: | | | Date: | | |

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

| | | | |
|---|--|--|--|
| 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: _____ | | |
| <u>Weather Conditions</u> | | <u>Roadway Conditions:</u> | |
| <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 | |
| | | <u>Light Conditions:</u> | |
| | | <input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor | |
| | | <u>Other:</u> | |
| | | 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

EXHIBIT E

Monthly Rent Reduction Services Log

