

RECREATION, LIBRARIES AND AUTHORITIES COMMITTEE

13-0299R

RESOLUTION AUTHORIZING AGREEMENT WITH THE PARK POINT  
COMMUNITY CLUB FOR THE PARK POINT ART FAIR FOR \$1,500  
PER YEAR.

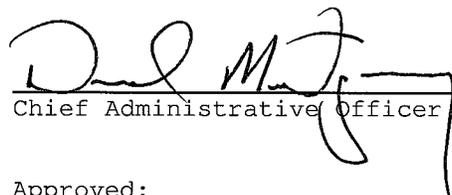
CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement, a copy of which is on file in the office of the city clerk as Public Document No. \_\_\_\_\_, with the Park Point Community Club allowing them to use Park Point property to stage the Park Point Art Fair through 2017 in an amount not to exceed \$1,500 per year, payable to 205(Parks), 130(Community Resources), 1219(Parks Operating), 4170-01(Misc. Permits and Licenses).

Approved:

  
\_\_\_\_\_  
Department Director

Approved for presentation to council:

  
\_\_\_\_\_  
Chief Administrative Officer

Approved as to form:

  
\_\_\_\_\_  
Attorney

Approved:

  
\_\_\_\_\_  
Auditor

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize the city to enter into an agreement with the Park Point Community Club authorizing the use of park property for the Park Point Art Fair.

For many years, the three day art fair at the park has become a major community event. Approximately 110 artists and exhibitors draw over 10,000 visitors per day.

Previously a five year agreement, rather than an annual permit, was established to lend stability to this event on a longer basis and to reflect the benefits that the art fair brings to the community. The agreement establishes the dates of the art fair, an annual fee of \$1,500 and other standards and requirements; including a clean-up deposit.

The agreement requires that all net proceeds of the art fair will be used to provide year-round services to the Park Point community for the betterment of all users, including, but not limited to, tree planting, youth programs, boardwalks and publishing a monthly newsletter.

CITY OF DULUTH - PARK POINT COMMUNITY CLUB  
ART FAIR LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), effective as of the date of attestation by the City Clerk, is by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the "City", and the Park Point Community Club, a Minnesota non-profit corporation, hereinafter referred to as "Club".

ADMINISTRATION

1. For purposes of administering this Agreement, the City shall be defined as the Manager of Parks and Recreation ("Manager") or designee and the Club shall be defined as the President of the Club or designee ("President").

LICENSE OF PREMISES

2. In consideration of the mutual covenants as set forth herein, the City grants a non-exclusive, limited, non-transferable license to Club for the use of the Park Point Recreation Area including Pavilion 1, Pavilion 2, and the recreational fields, but excluding the Beach House, and as delineated on Exhibit A (the "Premises") for the sole purpose of conducting an Art Fair ("Event") during three (3) days per year as set forth in paragraph 9. Said area is generally defined as located at 45<sup>th</sup> St and Minnesota Ave but specifically excluding the Beach House. The City makes no warranty of any kind, express or implied, as to the suitability of the Premises for Club's proposed use, including but not limited to warranties as to fitness for use or fitness for a particular purpose.

3. Non-exclusive parking shall be made available to Club for vehicular parking on the City-owned lots shown on Exhibit A. The City shall also allow limited vendor parking on grass areas directly behind vendor locations as shown on Exhibit A.

4. Club shall be permitted to sublet or rent out a reasonable amount of space on the Premises to lawful and appropriate vendors, concessionaires, or other business ventures upon mutual agreement of both the City and Club. Club shall submit to the City a site map showing vendor names and locations on or before Two (2) days prior to the first day of the Event. It shall be the responsibility of Club to give information to the City verifying that each vendor, concessionaire, or business sublettee possesses a valid City of Duluth Sales Tax Permit before allowing for the set up or subsequent sales activities of any such sublettees. Club shall provide evidence to the City that all vendors, concessionaires, or business ventures meet all minimum Minnesota Department of Health requirements or any other requirements as may be required by any applicable laws, codes, or ordinances, in force at the time of the Event.

5. The City expressly reserves the right to the unlimited access to the Premises for authorized personnel at any time while this Agreement is in force for the purposes of inspection and ensuring that the provisions of this agreement are complied with by Club.

## TERM AND TERMINATION OF AGREEMENT

6. This Agreement shall start on the Effective Date and shall terminate on December 31, 2017 unless earlier terminated as provided for herein. Either party may terminate this Agreement with or without cause by providing ninety (90) days written notice to the other party.

7. Should the Club be in default or violation of any of the provisions of this Agreement, City shall provide the Club written notice of such violation or default and shall allow Club thirty (30) days within which to cure or remedy any violations or defaults set forth therein. If such violation or default is not cured or remedied within thirty (30) days, City may terminate this Agreement immediately by serving notice to Club in the manner described herein.

8. In the event of default by Club, 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 Club, may remove all persons and property from the Premises. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Club.

9. During each year of the Term of this Agreement, Club may use the Premises on the dates and times set forth below commencing at, but not prior to, 6:00 a.m., on Friday and concluding at, but not later than, 11:59 p.m. on Friday and Saturday and 11:00 p.m. on Sunday for the sole purpose of conducting the Event, which shall consist of an art fair with related concession and entertainment activities. Club and/or its contracted artists, musicians, musical or event groups to perform music or other related, appropriate entertainment on the Premises shall not begin earlier than 10:00 a.m. and all performances shall end at a time which will allow Event patrons to exit the Premises not later than 11:59 p.m. on Friday and Saturday and 11:00 p.m. on Sunday. Club agrees that it shall conduct and complete the Event including all set up and take down only during such period. Club further agrees that all clean up and site restoration to the Premises shall be completed on or before 11:00 p.m. on every Sunday of each such Term.

### Event Dates:

June 28, 29, and 30, 2013

June 27, 28, and 29, 2014

June 26, 27, and 28, 2015

June 24, 25, and 26, 2016

June 24, 25, and 26, 2017

## FEEES

10. In addition to the fee provided for in paragraph 7 of this Agreement, Club agrees to the rent payment of One Thousand Five Hundred Dollars (\$1,500.00) for the entire time period of each Event, in exchange for the non-exclusive utilization of the Premises for Event. Club agrees to make an advance payment of Five Hundred Dollars (\$500.00) to hold their event date and that this is a non-refundable down payment for their

Event. Such advance payment to be due and payable on or before April 15<sup>th</sup> of any year of the Term of this Agreement.

11. In addition to and at the same time as the payment provided for in Paragraph 5 above, Club agrees to the payment of a damage/clean up deposit in the amount of Two Hundred Dollars (\$200.00). Said deposit shall be returned to Club after each annual Event subject to the Premises being returned to their original condition by Club, normal wear and tear excepted, as determined and accepted by the City. If Club fails to return the Premises to their original condition not later than the last day of any Event, the City shall restore the Premises in whatever manner the City deems appropriate. All expenses incurred by the City in so restoring the Premises shall be the responsibility of Club, the City shall be entitled to apply full amount of the deposit against such costs and the Club shall promptly pay to the City any amount by which the costs thereof exceed the amount of said deposit stated above.

12. All revenues collected by the City from Club shall be deposited into the City's Fund 205, Agency130, Org. 1219 Revenue Source 4170-01.

13. Club hereby agrees and commits to City, that all net proceeds of the Event will be used to provide year-round services to the Park Point community for the betterment of all users. Such services may include, but are not limited to, tree plantings, youth programs, boardwalks, and publishing a monthly newsletter. Such services will continue to be provided for the duration of this agreement.

#### MAINTENANCE AND OPERATION

14. Club acknowledges and agrees that City has entered into an agreement with a third party for the operation and management of the Park Point Recreation Area (the "Management Vendor"). Club shall coordinate all efforts relating to its use of the Premises with the Management Vendor. The City will provide Club with the contract information for the Management Vendor upon execution of this Agreement.

15. Club agrees to operate said Event and all activities conducted on the Premises in compliance with all applicable laws, rules and regulations governing the use of the Premises. Club agrees to procure, at the Club's expense, all licenses and permits necessary for carrying out the provisions of this agreement including but not limited to ASCAP, BMI and SESAC licenses.

16. Club agrees that it shall be responsible, as determined by the City, for the repair or damage caused by any part of the Event, including set up and take down activities, and shall return the Premises to its pre-Event condition, normal wear and tear excepted.

17. Club shall provide, at its expense, trash removal and attendant services in sufficient quantity to maintain the Premises in a reasonable state of cleanliness before, during, and through the conclusion of the final cleanup of the entire Premises after the conclusion of said Event. The City shall provide trash collection receptacles and liners in

sufficient quantity. If required by the St. Louis County Health Department, Club shall provide specialized disposal receptacles and related pick up services, through a competent vendor, for the handling of liquid, oil, fatty, or other materials disposed of and requiring special and/or separate handling before, during, or after the Event. Club shall provide, at its expense, for the separation of recyclables including plastic bottles, aluminum cans, and cardboard boxes that are created at these events and for its removal from the site to the appropriate collection site.

18. Club shall provide, at its expense, a sufficient quantity of portable toilet units, including two (2) handicap accessible units, complete with ongoing cleaning and servicing throughout the Event to provide safe, minimum standards of sanitation and public convenience. The actual number of portable toilet units may be adjusted, at the direction of the St. Louis County Health Department, or the City, at any time throughout the Event. See Exhibit B. The City shall provide to the permanent toilet building only, and at its expense, a sufficient supply of toilet paper, towels and cleaning supplies.

19. Club may, at its sole cost and expense, make suitable temporary improvements or alterations to the Premises upon advance written approval from the City's Architect. Temporary improvements include the erection of fencing, scaffolding, special platforms, water tanks, rigging, or other apparatus necessary to insure the success of said Event or the safety of staff, performers, and the general public. Prior to commencing any improvements or alterations, Club 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 thirty (30) 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. Club shall be responsible for operational costs and maintenance of such improvements, installations, and facilities and shall operate them in a safe manner.

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

21. Club agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Premises, Club will provide the City with sufficient proof of required insurance, including worker's compensation.

22. Club shall promptly notify the City in writing of any incident of injury or loss or damage to the property of City or any Club'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 D.

23. Club agrees that at all times during an Event, the Premises and all activities occurring thereon will be properly supervised and thereby overseen by an employee or agent of Club with sufficient empowerment and decision making authority to act on behalf

of Club. No later than Ten (10) days prior to the Event, Club shall provide the City with a list of employees or agents, properly identified, complete with dates, times, cell phone numbers, etc. when said employees or agents shall be on-duty before, during, or after any Event.

24. Club, shall provide, at its expense, private security professionals to oversee any Event and provide for security overnight. Club shall provide to the Manager the name, phone number, and vehicle make, model, year, and license plate number for every private security professional that will remain in the park overnight during the Event.

## INSURANCE AND INDEMNIFICATION

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

**City shall be named as Additional Insured** under the Public Liability, or as an alternate, Club may provide Owners-Contractors Protective policy, naming itself and the City. Club shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Club to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal, or material change provisions included 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 City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect Club's interests and liabilities.

26. If Club conducts the sale of any product or service through any third party vendor or contractor, Club will be required to secure product liability insurance coverage with the same limits as stated in Paragraph 25 above. If any third party vendor or contractor sells, serves, or otherwise dispenses alcoholic beverages of any kind, Club shall provide evidence of liquor liability insurance coverage for the dispensing of such beverages in the same limits as stated in Paragraph 25 above. Evidence of such insurance coverage shall be specified in the above described Certificate of Insurance and name the City as additional insured.

27. Club agrees to defend, indemnify, and save harmless the City and its officers, agents, employees and servants, from any and all liens, claims, suits, demands, liability, judgments, costs, damages, and expenses, including attorney's fees, which may accrue against or be charged to or may be recovered from the City by reason of or account of or in any way related to the use, development, maintenance, set up, take down, or occupancy of the Premises by Club or its agents and/or assigns in connection with the Club, including liability for copyright violation or infringement, by any person(s) including Club, its employees, agents, volunteers, invitees, or attendees under this agreement. Upon ten (10) days written notice, Club will appear and defend all claims and lawsuits against the City, growing out of any action with respect to which Club is required to indemnify the City.

## INDEPENDENT CONTRACTOR

28. It is agreed by both parties that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Club or any of its officers, agents, servants, employees, sublessees, and renters as an officer, agent, servant, representative or employee of the City for any purpose or in any manner whatsoever. Club's officers, agents, servants, employees, volunteers, sublessees, and renters shall not be considered as employees of the City, and any and all claims which may or might arise under the Workers' Compensation Act of the State of Minnesota, and any claims whatsoever on behalf of said officers, agents, servants, employees, volunteers, sublessees, and renters arising out of employment, including, without limitation, claims of discrimination, shall in no way be the responsibility of the City. Club's officers, agents, servants, employees, volunteers, sublessees, and renters shall not be entitled to any compensation or right or benefits from the City of any kind whatsoever, including but not limited to, vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, severance pay, etc.

## REPORTING

29. Club agrees that, as provided in Minnesota Statutes §16C.05, Subdivision 5, all Club books, records, documents, and accounting procedures and practices are subject to examination by the City or the State Auditor for six (6) years from the date of execution of this agreement. Upon twenty-four (24) hours advance notice by the City, Club shall provide all requested financial information.

## ASSIGNABILITY

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

## NO THIRD PARTY RIGHTS

31. 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 she or he is a third party beneficiary of this Agreement or of any of the terms and conditions hereof.

## AMENDMENTS

32. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

## CIVIL RIGHTS ASSURANCES

33. Club, for itself and its officers, agents, servants and employees as part of the consideration under this Agreement does hereby covenant and agree to comply with

all laws relating to unlawful discrimination. Club shall provide reasonable accommodations as required by the Americans with Disabilities Act for any qualifying individual or group requesting such accommodations.

#### APPLICABLE LAW

34. This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

#### NOTICES

35. Unless otherwise provided herein, notice to the City or Club 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  
Ground Floor  
Duluth, MN 55802

Park Point Community Club  
Attn: Carla Tamburro  
2810 Minnesota Ave,  
Duluth, MN 55802

#### GENERAL PROVISIONS

36. The rights of Club 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.

37. The waiver by the City or Club 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.

38. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (.pdf), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

39. It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

CITY OF DULUTH

PARK POINT COMMUNITY CLUB

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

By: \_\_\_\_\_  
President  
Date: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Art Fair Event Coordinator  
Date: \_\_\_\_\_

Approved as to form:

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

Countersigned:  
  
\_\_\_\_\_  
City Auditor

# EXHIBIT A

## Premises

**EXHIBIT B**

**Portable Toilet Planning Chart**

## EXHIBIT C

### Project Proposal Request

**EXHIBIT D**

**Incident Report**

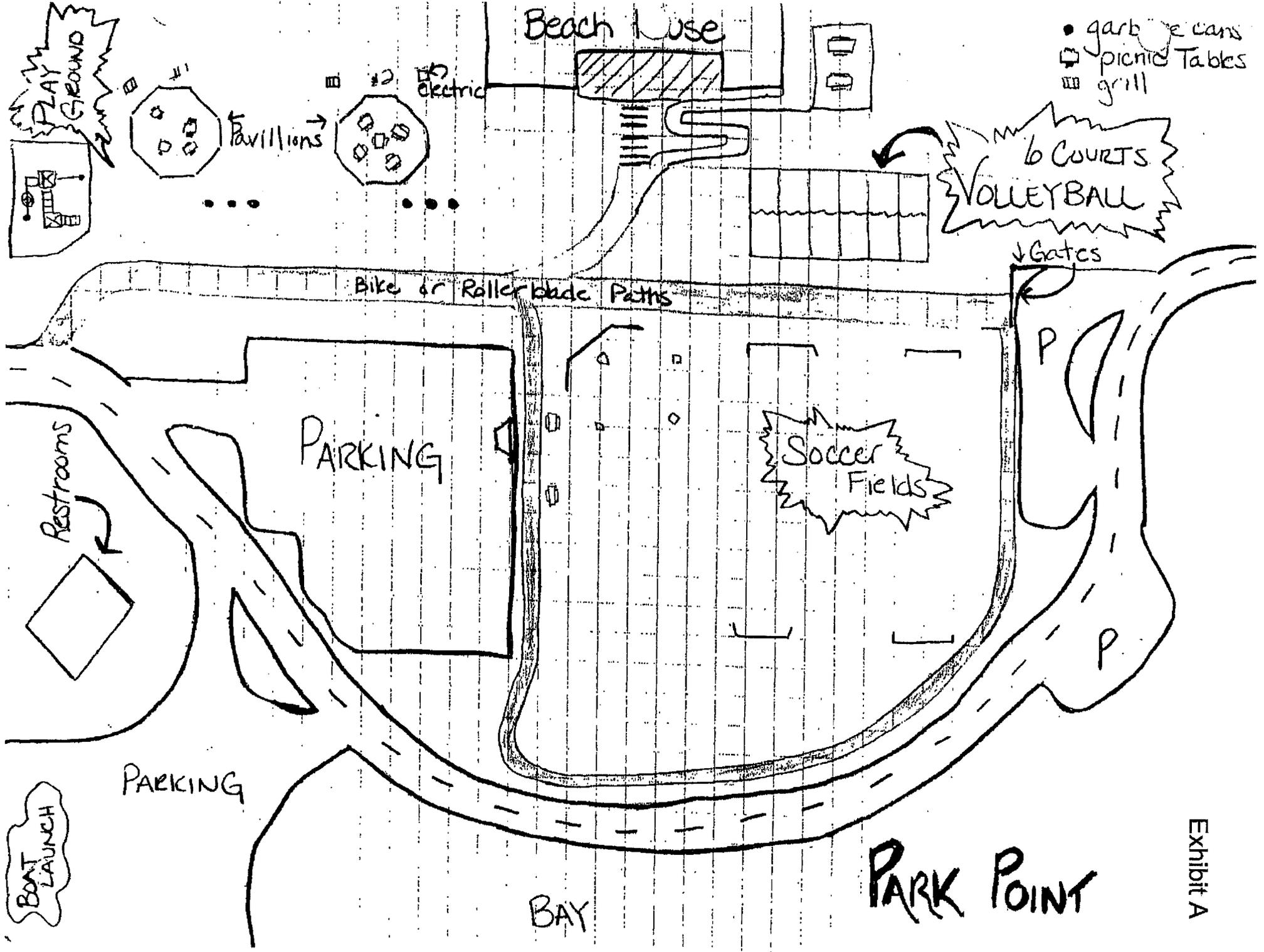


Exhibit A

# PORTABLE TOILET PLANNING CHART

## How To Use The Planning Chart

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

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

# 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 \_\_\_\_\_



## 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.

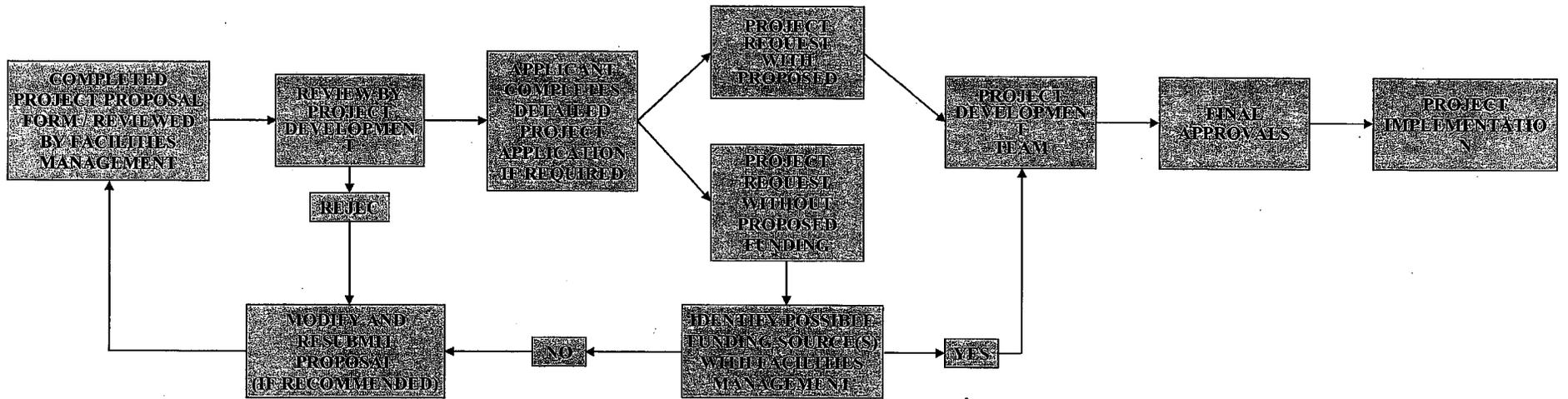
The intent of this process is to expedite decision making, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. This process may need modification to improve upon what has been developed. Your input will be critical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

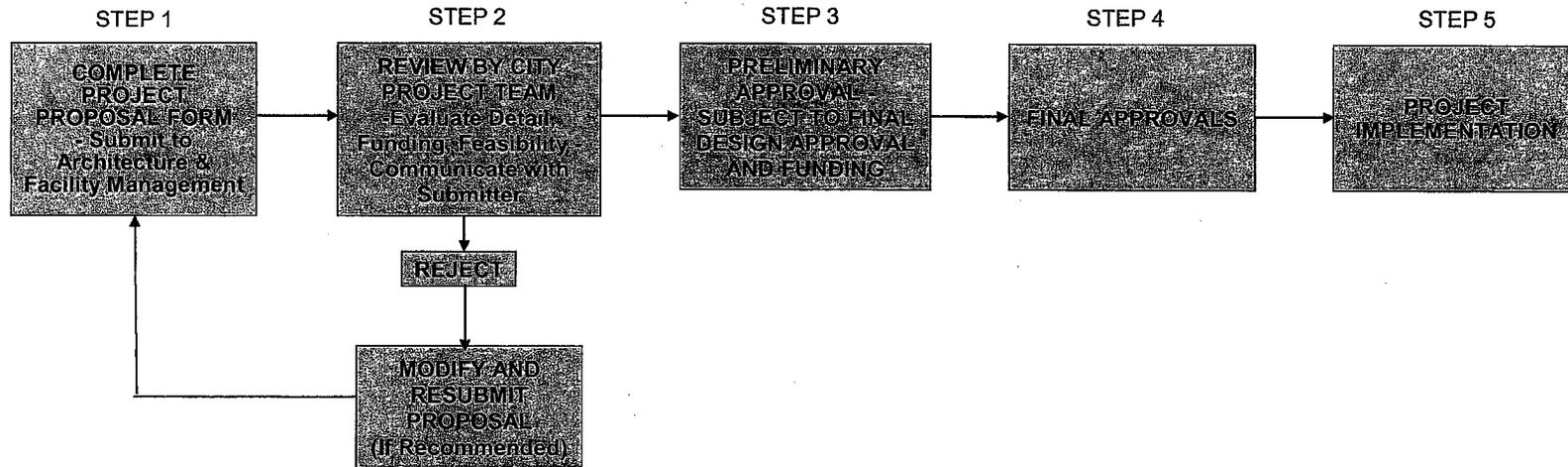
Notify as necessary:  
 - Boards  
 - Commissions  
 - Other various parties

- 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.

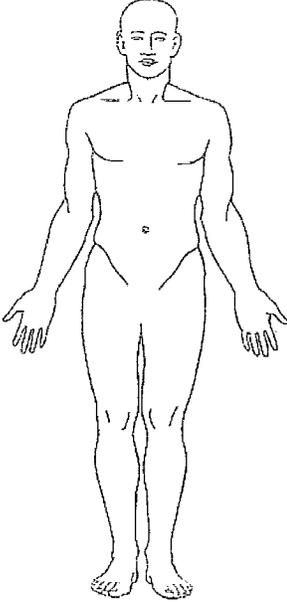
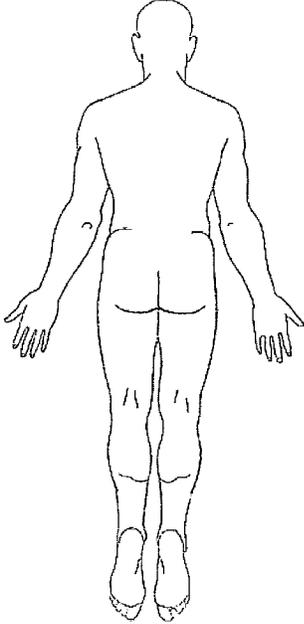
**Step 4: Final Approval:** Final review of completed project design. Final approvals as needed from Department, Administration, City Council.

**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

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