

RECREATION, LIBRARIES AND AUTHORITIES COMMITTEE

13-0473R

RESOLUTION ALLOWING DULUTH FRIENDS OF TENNIS, INC. TO OPERATE, MANAGE AND USE PORTIONS OF, CITY OWNED, LONGVIEW TENNIS FACILITY FOR ADVANCEMENT OF ITS MISSION AND RELATED SERVICES TO THE COMMUNITY; ADDITIONALLY, FUNDING OF NOT MORE THAN \$50,000 WILL BE PROVIDED TO DULUTH FRIENDS OF TENNIS EXCLUSIVELY FOR RESURFACING THE TENNIS COURTS IN 2013.

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 Duluth Friends of Tennis, Inc. to operate, manage and use certain portions of Longview Tennis Facility for advancement of their Mission and to provide Mission-related services to the community.

FURTHER RESOLVED, that the city of Duluth will provide not more than \$50,000 to Duluth Friends of Tennis, Inc. to be used exclusively for resurfacing tennis courts at Longview Tennis Facility. The source of funding for said project is 205 (Parks), 130 (Community Resources), 1220 (Parks Capital), 5530 (Improvements other than Buildings), project number CM205mpcrts.

Approved:



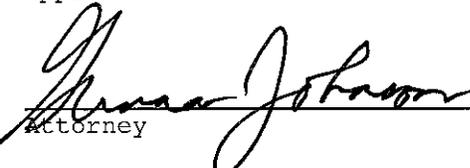
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

KB:rb 09/03/13

STATEMENT OF PURPOSE: This resolution is established to continue the arrangements for the care, upkeep and maintenance of Longview Tennis Facility. It is a well used facility and DFOT has been a successful partner with the city for many years in this capacity. DFOT will be facilitating court repairs in 2013 improving the tennis experience for all users.

LEASE AND OPERATION AGREEMENT

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the "Effective Date"), is by and between the City of Duluth, a municipal corporation of the County of St. Louis, State of Minnesota, hereinafter referred to as "City", and the Duluth Friends of Tennis, Inc., a Minnesota non-profit corporation, hereinafter referred to as "DFOT".

WHEREAS, the City owns the Longview Tennis Courts together with the adjoining property, fixtures and certain personal property contained therein, located at 326 N 25th Ave E, Duluth, MN 55812 ("Longview Courts"); and

WHEREAS, DFOT is a non-profit community tennis association dedicated to promoting tennis in Duluth ("Mission"); and

WHEREAS, DFOT desires to operate, manage and use certain portions of Longview for advancement of its Mission and to provide Mission-related services to the community as set forth herein; and

WHEREAS, the City desires to allow the DFOT to operate, manage and use certain portions of Longview as described herein.

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

1. Contract Administration:

For the purposes of administering this agreement, the City shall be defined as the Manager, Parks and Recreation or his/her designee ("Manager") and DFOT shall be defined as the President or his/her designee.

2. Premises and Use of Premises:

City grants to DFOT, for the purpose of conducting a tennis program and related activities (the "Program"), shared use of the Longview Courts (the "Premises"). A map of the Premises is attached to this Agreement as Exhibit A. DFOT agrees that it is taking the Premises "as is," in its present physical condition, without representations or warranties of any kind, either express or implied, as to merchantability or fitness for any particular purpose or use.

DFOT acknowledges that the Premises is a public park requiring the cooperation of all users and coordination of activities. This cooperation includes ingress and egress, amenities, and related improvements. DFOT acknowledges that the Manager, in consultation with DFOT, shall ultimately determine the appropriate use of the site and/or improvements consistent with its design as a recreational facility and shall

prevail in any disputes between user groups. Notwithstanding the foregoing sentence, DFOT acknowledges and agrees in the event the DFOT and the Manager cannot come to a mutual agreement, the Manager will make final determination as to the appropriate use of the Premises and resolution of disputes as the Manager determines to be in the best interest of the Premises and the City.

DFOT agrees that the Premises shall be used only for its Program and related activities and that its use for any other activities not approved by the City shall be grounds for immediate termination of this agreement. The Program includes, but is not limited to, routine maintenance (herein after defined) and operation of the Longview Courts and clubhouse, providing a supervisor for the Program, maintaining a court reservation system, coordinating an outreach program of instruction, organizing tennis lessons, running tennis tournaments, providing a summer tennis program for children and promoting team play opportunities for players of all ages. DFOT shall also consult with City Parks and Recreation Division staff upon request about integrating existing Parks and Recreation programs at no charge to the City.

DFOT understands and agrees that its right to use, occupy and maintain the Premises is specifically conditioned upon DFOT's continuation of the Program throughout the term of this Agreement.

DFOT agrees to permit the City and its authorized representatives to enter the Premises at all reasonable times during usual business hours for the purpose of inspection, or for the purpose of making necessary repairs for which the City is responsible or deems necessary for the safety and preservation of the Premises or for the performance of any work on the premises that may be necessary to comply with any laws or regulations of any public authority. DFOT shall not change the locks or otherwise prohibit or inhibit the City access to any portion of the Premises. City Facility Management shall be exclusively responsible for the design of keying systems, lock changes, key fabrication and key distribution and DFOT agrees to abide by the Key Control Policy, a copy of which shall be provided to DFOT prior to the execution of this Agreement. Keys shall be distributed by DFOT only to those individuals as may be designated by City or DFOT. All keys issued to DFOT shall be promptly returned to the Manager upon termination of this Agreement.

3. Term and Termination of Agreement:

This Agreement shall begin on the Effective Date, and shall terminate on December 31, 2023 unless earlier terminated as provided for herein. Either party may terminate this Agreement with or without cause by providing sixty (60) days written notice to the other party. Considering the seasonal nature and use of the Premises, DFOT shall annually staff and operate the Premises between the approximate dates of May 15 and September 15, weather permitting (the "Operating Season"). DFOT may extend the Operating Season by a one (1) month period on either side of the Operating Season if DFOT determines in good faith that the extension of Operating will benefit

both the users of the Premises and DFOT. Any extension beyond the forgoing 1 month period must have the prior written approval of the Manager. Notwithstanding the seasonal nature and use of the Premises, DFOT shall respond to inquiries on a year-round basis.

Notwithstanding the foregoing paragraph, should the DFOT be in default or violation of any of the provisions of this Agreement, City shall provide the DFOT written notice of such violation or default and shall allow DFOT 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 30 days, City may terminate this Agreement immediately by serving notice to the DFOT in the manner described herein and City, in addition to other rights or remedies it may have, shall have the right to take immediate possession of the Premises, and upon fifteen (15) days' written notice to the DFOT, may remove all DFOT property from the Premises as provided for herein. In such event, all property and equipment not removed by DFOT within fifteen (15) days shall be deemed to have been abandoned to the City and the DFOT's right to possession shall cease.

Upon the expiration or other termination of this Agreement, the DFOT's rights to use the Premises shall cease and DFOT shall, promptly and in good condition, surrender the same to the City. In the event that the DFOT has in any way changed, altered or modified the Premises, DFOT agrees to return the Premises to the condition they were in at the time of the signing of this Agreement or, in the alternative, to pay City for the cost of returning them to said condition unless waived by the Manager in writing in which event, any improvements, property or equipment which have become part of the realty shall become the property of City, and the same, together with the Premises, shall be immediately returned to the control of City. Any improvements, property or equipment not part of the realty shall be removed within fifteen (15) days after the termination of this Agreement or the same shall be deemed to have been abandoned to City and DFOT's right to possession shall cease.

4. Resurfacing of the Tennis Courts:

City will provide to DFOT in 2013, funds in an amount not to exceed \$50,000.00 to be used by DFOT exclusively for the resurfacing of the tennis courts (the "Improvements"). The Improvements will be completed in accordance with the Sinnott Blacktop Proposal attached hereto as Exhibit B and any updates to the Proposal approved by the Manager and DFOT Board of Directors. DFOT will be responsible for coordinating all efforts relating to the Improvements. The funds will be disbursed to DFOT within thirty (30) days after City's receipt of DFOT's final invoice from Sinnott and upon inspection by the City and approval of the completed Improvements. The disbursements will be payable from Fund 205, Agency 030, Acct. 1220, 5530, CM205mpcrt (Parks Fund, Community Resources, Park's Capital, Improvements other than Buildings).

5. Maintenance and Operation: During its period of operation the obligations of DFOT to provide tennis programming and opportunities and to maintain the Premises shall include, but not be limited to, the following:

- a. Tennis courts shall be open at no charge to the general public prior to 9:00 a.m. and after 8:00 p.m. on a daily basis. Premises shall be closed between the hours of 10 p.m. and 6:00 a.m.
- b. Coordination with ISD 709 for the use of the Premises for school related tennis programs including setting a "seasonal use fee" payable to DFOT to compensate DFOT for its direct management, operating and routine maintenance expenses as a result of ISD 709's use. The seasonal use fee is subject to approval by the Manager.
- c. Assessment and collection of reasonable user fees, which may include a daily fees, season pass fees, permanent court time fees, lesson fees, and tournament entry fees. DFOT may retain all such fees and revenues generated from the use of the Premises as identified herein. All fees must be approved by the Manager. All such fees and deposits shall be separately managed and/or accounted for by DFOT in order to identify funds received or expended in the operation and maintenance of the Premises. Monies collected during the operation of the Premises and for DFOT's activities shall be used only for the following purposes:
 - i. To cover all operating expenses of the facility, including utilities, insurance, maintenance supplies and payroll expenses of employees, instructors and independent contractors.
 - ii. To make improvements to the facility.
 - iii. To fund and sponsor tournaments and to promote and advertise tournaments and instructional activities at the facility.
- d. Routine day-to-day maintenance of the Premises, such as janitorial cleaning and other tasks including but not limited to repairs to plumbing or electrical systems, carpentry work, grass cutting, court cleaning, building cleaning, policing litter and placing litter in garbage cans, and putting up and taking down tennis nets, screens, and like equipment in order to maintain the Premises in a reasonable state of repair and in compliance with all applicable laws. DFOT shall at its own expense purchase all necessary cleaning supplies it uses.
- e. Prompt payment of these operating expenses related to DFOT activities on the Premises: local telephone, internet, maintenance supplies and payrolls of maintenance employees and instructors.
- f. Ensure cleanliness and building shut-down procedures (lights off, doors securely locked, etc.) on a daily basis following conclusion of programs and events.
- g. If furnished with recycling containers by the City or WLSSD, comply with the City's and WLSSD's guidelines and Ordinances relating to recycling, energy efficiency and maintenance of the Premises. A copy of the City

guidelines will be provided to DFOT upon their execution of this Agreement.

- h. In addition to the non-discrimination provisions contained herein, DFOT may not consider an applicant's tennis proficiency or residency with regard to the sale of season passes.
- i. Promptly notify the City in writing of any incident of injury or loss or damage to the property of City or to any of DFOT'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 C.
- j. Procure, at DFOT expense, all licenses and permits necessary for carrying out its activities and obligations under this Agreement.
- k. Ensure that all signs and advertisements placed on or about the Premises comply with City ordinances including, but not limited to, the Unified Development Chapter.
- l. Operate, at DFOT's discretion, a concession to sell tennis supplies, and food and beverages at the facility.
- m. Fund and sponsor tournaments and promote and advertise tournaments and instructional activities at the facility.
- n. Identify the City of Duluth as a partner of programs held at the Premises on all marketing and promotional materials and signs related to those programs.

6. Record Keeping and Reporting:

- a. DFOT shall maintain adequate books and records relating to the operation of its activities on the Premises, which books and records shall be available to City for inspection and audit at any reasonable time and upon one (1) week's written notice.
- b. DFOT shall provide a report to the Manager no later than 90 days after the last day of the Operating Season but in no event later than December 31 of each year, and the report shall include data on attendance, volunteers, expenses, in-kind services and such other information as the Manager may request from time to time.
- c. The parties agree to meet before the season begins and after the season concludes to jointly inspect the Premises to determine whether the Premises are in all respects in proper condition, to recommend non-routine maintenance and improvements needed and, if necessary, to review the terms and conditions of this Agreement. All non-routine maintenance and improvements are subject to City budget approvals.

7. Insurance and Indemnification: DFOT shall procure and maintain during the life of this Agreement a Commercial General Liability Insurance Policy, in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injuries in any year and in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for property

damage in any year or One Million Dollars (\$1,000,000.00) single limit coverage. Such coverage shall include all DFOT activities on the Premises. All policies of insurance shall be approved by the City Attorney and shall contain a condition that they may not be canceled without thirty (30) days written notice to the City. The City shall be named as an additional insured on all policies of insurance required by this paragraph.

- a. Certificates showing that DFOT is carrying the insurance required shall be furnished to the City Attorney prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be filed with the City during the term of this Agreement. If proof of such insurance is in the form of a so-called "Accord" form of certificate, the words, "endeavor to" shall be stricken from the notice provisions thereof. Current ISO additional insured endorsement CG 20 10 is not acceptable. If the ISO 20 10 is used, it must be a pre-2004 edition.
- b. DFOT agrees to defend, indemnify, and hold harmless the City from any and all claims, suits, liability, judgment costs, damages and expenses which may accrue against or be charged or may be recovered from City by reason of or account of any personal injury or property damage arising from DFOT's use or occupancy of the Premises up to the DFOT's policy limit of \$1,000,000. Upon ten (10) days written notice, DFOT will appear and defend all claims and lawsuits against City growing out of any such injury or damage. City shall not be responsible to DFOT for any injury or damage resulting from any defect in the Premises.
- c. DFOT may, should it determine in its sole discretion to be economically feasible, purchase property insurance on the Premises. Such policy shall name the City as a named insured.

8. Alterations or Improvements:

- a. DFOT may, at its sole expense, make suitable improvements or alterations to the Premises upon advance written approval from the City's Facility Projects Specialist. All such improvements (except appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, DFOT shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request form is attached to this Agreement as Exhibit D. 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. DFOT agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on the Premises, DFOT will provide the City with sufficient proof of required insurance, including workers compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction hereunder.

- b. DFOT shall be responsible for operational costs and maintenance of such improvements, installations, and facilities and shall operate them in a safe manner.

9. City Responsibilities: City shall be responsible for the following:

- a. Perform all necessary major repairs and non-routine maintenance to the Premises, including but not limited to the structural and mechanical components of all existing buildings and replacement of plumbing and electrical systems. Non-routine maintenance shall be defined as major system replacement, major building repairs, assembly or upgrade of any fixed asset, capital improvements, road repair, fence installation or replacement, window and door replacement, locks and key changes, painting and winterizing water systems. In addition, the City will be responsible for changing exterior light bulbs.
- b. Pay for the following utilities servicing the Premises: electricity, gas, water, sewer, garbage, and recycling.

10. Notices: 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
Attention: Parks Manager
411 West First Street
Ground Floor
Duluth, MN 55802

Duluth Friends of Tennis
Attention: President
326 North 25th Avenue East
Duluth MN 55803

11. General Provisions:

- a. 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 DFOT or any of its officers, agents, servants, employees or volunteers as an officer, agent, servant, representative, employee or volunteer of the City for any purpose or in any manner whatsoever. DFOT's officers, agents, servants, employees or volunteers shall not be considered as employees or volunteers 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 or volunteers arising out of employment, including, without limitation, claims of discrimination, shall in no way be the responsibility of the City. DFOT's officers, agents, servants, employees and volunteers 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.
- b. The waiver by the City or DFOT of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.
 - c. DFOT agrees that it shall neither assign nor transfer any rights or obligations under this Agreement without the prior written approval of the City.
 - d. This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Minnesota.
 - e. Operation of programs and activities on the Premises shall be in compliance with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. 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.
 - j. Prior to execution of this Agreement by the City, DFOT shall provide evidence that it is an entity legally capable of entering into obligations of a contract and it is a non-profit organization 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 DFOT of the requirements of this paragraph.

- k. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

CITY OF DULUTH

FRIENDS OF TENNIS, INC.

By: _____
Mayor

By: _____
Its President

ATTEST:

City Clerk

Date: _____

Approved as to form:

City Attorney

Countersigned:

City Auditor

EXHIBIT A

Premises



Proposal
Driveways - Parking Lots - Seal Coating
All Your Blacktop Needs
 Steve Sinnott and Scott Sinnott
 PO Box 16205, Duluth MN 55816
 www.Sinnottblacktop.com



Duluth: 218-626-1822

Fax: 218-740-3465

Toll Free: 866-626-1822

Client Name:	City of Duluth	Project Name:	Longview Tennis Courts
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Phone:	Chuck Campbell	Fax:	
		Date:	11/28/2012

We hereby submit specifications and estimates for:

Prep all cracks before paving/ Clean entire surface off loose dirt and debris using 120 psi Air compressor
 Furnish and Install Tac
 Furnish and Install 1.5" Compacted MN Spec Bituminous
 Labor and Material

Total Paving: \$32,200.00

Apply textured sand-filled acrylic blended resurfacer
 Apply (2) coats texture acrylic color (Light Green)
 Apply (2) coats texture acrylic color (Dark Green)
 Apply 2" white playing lines per ASBA Specifications
 Removal of Fencing Area for access to courts (Not Included)
 Water supplied by City of Duluth (Longview Tennis Courts)

\$24,750.00

Excavated SqFt: Bituminous SqFt: 34,500

"ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE"

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of;
Fifty Six Thousand Nine Hundred Fifty Dollars and No Cents dollars: **\$56,950.00**

All materials to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Sinnott Blacktop, Inc will not be held liable for damage to unlocated wires, or heavy equipment crossing existing concrete or pavement.

Authorized Signature: *Kevin Smalley*

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. "It is agreed that if payment as indicated herein is unpaid after 10 days of job completion, customer will agree to pay a finance charge of 1.5% per month on any unpaid balance. This is an annual percentage rate of 18%. Further, it is agreed that in the event contractor commences legal action to enforce payment, customer will be responsible for all collection costs, including, but not limited to attorney's fees associated with any legal action.

Date of Acceptance: _____

Signature: _____

Longview Tennis Courts

Kevin Smalley [kevin@sinnottblacktop.com]

Sent: Wednesday, November 28, 2012 1:07 PM

To: Chuck Campbell

Attachments: CCF11282012_00001.pdf (1012 KB)

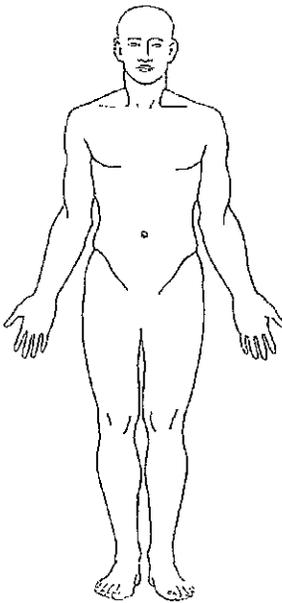
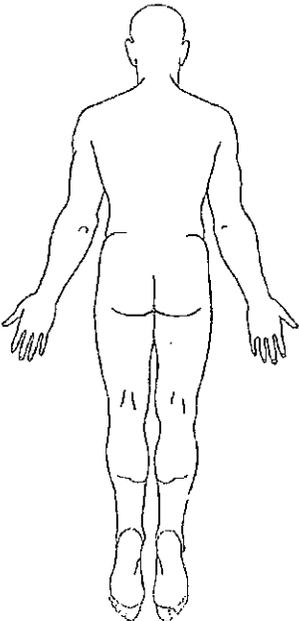
Here you Chuck, we will address the cracks as quoted in first proposal. In the spring time, we can look to see where the low spots are before we pave. I hope this helps? Let me know if you have any other questions?
Thanks again for the opportunity to work with you.

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: _____		
Weather Conditions		Roadway Conditions:	Light Conditions:
<input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow		<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
Other:			
Approx. Temp: _____ Estimated Speed: _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or Alcohol Test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			
MISCELLANEOUS COMMENTS: _____			

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

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 • 55808
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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.

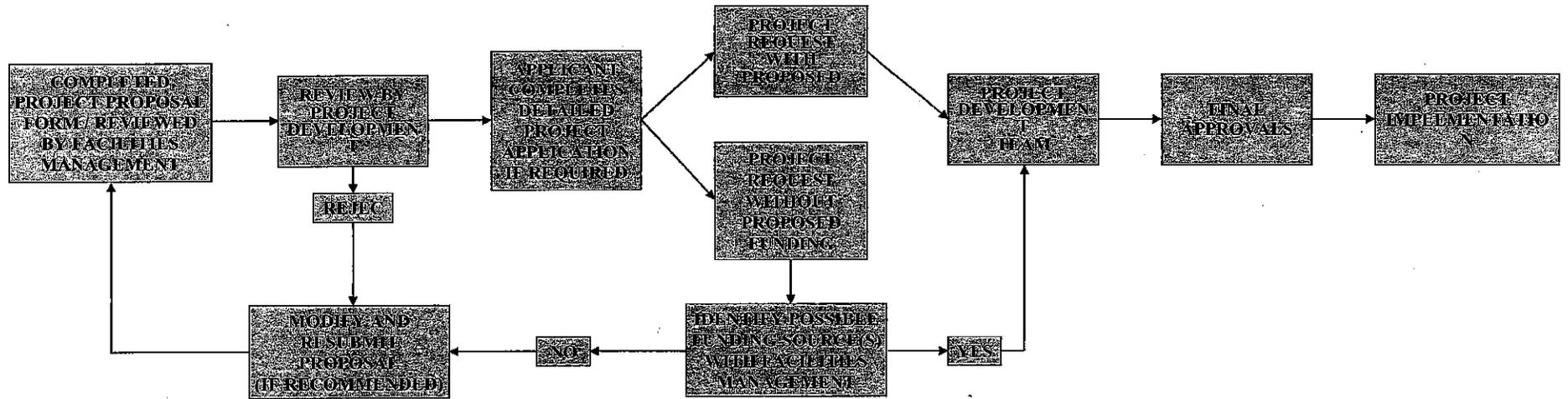
The intent of this process is to expedite decision making, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. This process may need modification to improve upon what has been developed. Your input will be critical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

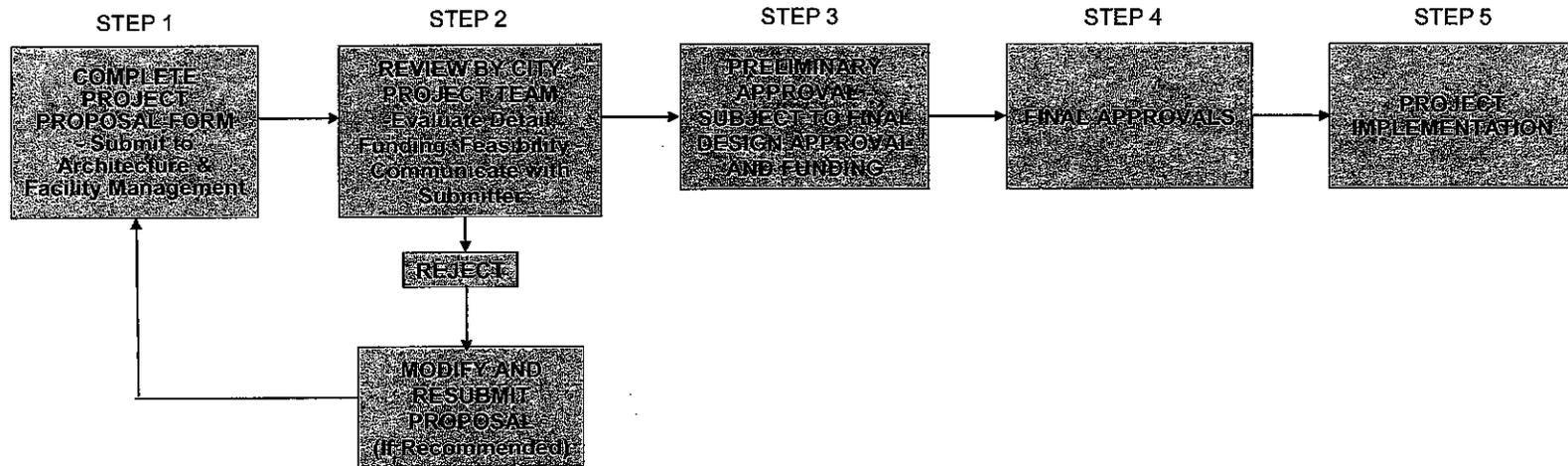
- Boards
- Commissions
- Other various parties

- 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.