

RECREATION, LIBRARIES AND AUTHORITIES COMMITTEE

14-0008R

RESOLUTION AUTHORIZING THREE YEAR AGREEMENT WITH FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA FOR USE OF SPACE IN WASHINGTON RECREATION CENTER.

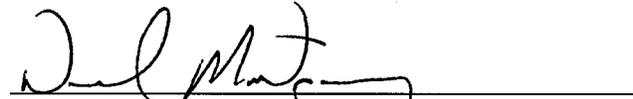
CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a three year agreement substantially in the form of that on file in the office of the city clerk as Public Document No. _____, with the Fond du Lac Band of Lake Superior Chippewa (Fond du Lac) for the weekly use of space in Washington Recreation Center for Fond du Lac's elder exercise program with rent payments payable to Fund 205 (Parks Fund) 130 (Community Resources) 1219 (Parks Operating) 4622 (Rent for Buildings).

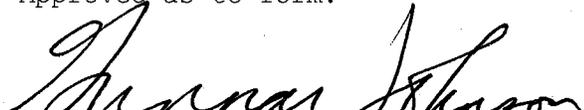
Approved:


Department Director

Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

FACILITIES KB:rb 12/18/2013

STATEMENT OF PURPOSE: This resolution authorizes the city to enter into a three year agreement with the Fond du Lac Band of Lake Superior Chippewa for its weekly use of space in Washington Recreation Center for its elders exercise programs. The agreement may be terminated by either party on 30 days' notice. In consideration, Fond du Lac will pay the city annual rent starting at \$936.00 for the first year, \$1,118.00 for the second year and \$1,300.00 for year three.

**LEASE AGREEMENT
CITY OF DULUTH
AND
FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, by and between the **City of Duluth**, hereinafter known as the "City" and the Fond du Lac Band of Lake Superior Chippewa or "Lessee".

WHEREAS, the City owns and operates the Washington Recreation Center together with the adjoining property, various fixtures and personal property contained therein, located at 310 North First Avenue West, Duluth, MN 55805, City of Duluth, St. Louis County, Minnesota ("Washington Center"); and

WHEREAS, Lessee is a tribal government duly organized and existing under Section 16 of the Indian Reorganization Act (Wheeler-Howard) of June 28, 1934 as amended; and

WHEREAS, Lessee desires to lease certain portions of Washington Center to provide services to the community ("Services") as set forth herein; and

WHEREAS, the City desires to lease to the Lessee certain portions of Washington as described herein.

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

1. LEASED SPACE:

- a. Lessee shall have exclusive use of the conference room and gym during the time period shown in Paragraph 3 below. Lessee may have non-exclusive use of the common areas of Washington Center, defined as the hallways, restrooms and conference rooms. (The exclusive and non-exclusive leased space shall be collectively referred to as "Premises").

A drawing of the Premises is attached to this Agreement as Exhibit A. Lessee accepts the Premises and equipment "as is", in its present physical condition, and the City makes no warranty, either express or implied, that the Premises or equipment thereon are suitable for any purpose.

- b. Lessee's use of the Premises shall be limited its Services. Said Services are described in the attached Service Description which is made a part of this Agreement as Exhibit B.

2. TERM OF AGREEMENT:

- a. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2014, and expire on December 31, 2016, unless earlier terminated as provided for herein.

3. RENT:

Rent for the Premises shall be as follows:

In consideration of Lessee's provision of Services described herein, the City has agreed to a reduced rental rate as follows:

Year	Space Utilized	Hourly Rental Rate	Number of Hours used per week	Total Rental Rate per week	Total Rent per year	Monthly Rent
January 1, 2014 – December 31, 2014	Conference Room (9:00 a.m. - 11:00 a.m.)	\$4.00	2	\$ 8.00	\$416.00	
	Gym (1 hour)	\$10.00	1	\$10.00	\$520.00	
2014 Total					\$936.00	\$78.34
January 1, 2015 – December 31, 2015	Conference Room (9:00 a.m. - 11:00 a.m.)	\$4.50	2	\$ 9.00	\$468.00	
	Gym (1 hour)	\$12.50	1	\$12.50	\$650.00	
2015 Total					\$1,118.00	\$93.16
January 1, 2016 – December 31, 2016	Conference Room (9:00 a.m. - 11:00 a.m.)	\$5.00	2	\$10.00	\$520.00	
	Gym (1 hour)	\$15.00	1	\$15.00	\$780.00	
2016 Total					\$1,300.00	\$108.33

This reduced rental rate is specifically conditioned upon Lessee's continuation of the Services throughout the term of this Agreement

All rent shall be due and payable on or before the first day of each month. Rent proceeds to be deposited in Fund 205-130-1219-4622.

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

4. OPERATION AND MAINTENANCE:

- a. Lessee shall maintain the Premises in a safe and clean manner at all times including cleaning of interior windows of its exclusive leased space. Lessee shall remove all litter or other waste and properly dispose of same into the proper disposal containers provided within the Premises. Lessee agrees to comply with the City's recycling requirements including the City recycling guidelines.
- b. Lessee shall keep and maintain the Premises during the term of this Agreement in good order and condition and state of repair, normal wear and tear excepted.
- c. Lessee shall be responsible for maintaining all Lessee equipment in a safe and properly maintained manner at Lessee expense and shall prohibit the use of any equipment not determined to be safe and properly maintained.
- d. Lessee shall be responsible for any losses or damages caused by Lessee, or its employees, agents or program participants, to the Premises or to any City equipment.
- e. Lessee agrees and understands that the Premises is a public facility and accordingly will limit its activities within the area to allow the general public the use of the common areas and conference rooms except for Lessee exclusive use the conference rooms as provided for in this Agreement.
- f. Use of conference rooms other than provided for in this Agreement must be requested in advance in writing by Lessee to the City staff person assigned to Washington Center ("City Staff"). All requests shall be made in accordance with the current rental policies established by the City's Property & Facilities Manager ("Manager"). Use is subject to availability and Lessee is not guaranteed priority of its requests. The Manager reserves the exclusive right to reschedule Lessee's non-exclusive use of the conference room should an unforeseen scheduling conflict arise. If Lessee's non-exclusive conference room use

becomes displaced by such scheduling conflict, it shall be rescheduled by the Manager. All meetings and events held in the conference rooms must follow this criteria:

- i. The meeting or event must be directly related to the Lessee's Services.
- ii. A key holder (a person who has been assigned a key from the Manager) must be present for the duration of the event or meeting.
- iii. Lessee agrees to follow all security measures and criteria set up by the Manager.

g. Lessee will follow all established policies and procedures regarding safe and supervised building usage and security and will immediately report any concerns to the Manager.

5. LIMITS OF USE:

a. Lessee agrees that the Premises shall be used only for Services-related activities and that any other activities not approved by the Manager shall be grounds for immediate termination of this agreement.

6. INDEPENDENT CONTRACTOR:

a. It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Lessee as an agent, representative or employee of the City for any purpose or in any manner whatsoever. Lessee shall not be considered an employee of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Lessee while so engaged and any and all claims whatsoever on behalf of Lessee arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors or employees shall in no way be the responsibility of the City. Lessee and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay.

7. INSURANCE:

a. Lessee shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.

- (i) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
- (ii) Comprehensive General Liability Insurance in an amount not less than **\$1,000,000 Single Limit**. Such coverage shall include all Lessee activities occurring on or within the Premises whether said activities are performed by employees or agents under contract to Lessee.

b. The City shall be named as Additional Insured under the Comprehensive General Liability policy. Lessee shall provide Certificates of Insurance evidencing the required coverage. The certificates of insurance provided shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Lessee's interests and liabilities. **The use of an "Accord" form as a certificate of**

insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office. Certificates showing that Lessee is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

c. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Lessee, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Lessee, its employees, agents and representatives in the negligent performance of its activities covered by this Agreement.

d. City officials are granted the authority to refuse to execute this Agreement upon default by Lessee of the requirements of this paragraph.

8. HOLD HARMLESS AND INDEMNIFICATION:

a. Lessee hereby agrees to indemnify, save harmless, and defend the City and its officers, agents, servants and employees from and against any and all claims, suits, loss, judgments, costs, damage and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or Lessee, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of Lessee, arising out of, related to or associated with the use, management, maintenance or operation of the premises by Lessee or performance of its obligations under this Agreement.

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

9. INCIDENT REPORTS:

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

10. COMPLIANCE WITH LAWS:

a. Lessee shall make its Services available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Premises.

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

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

d. Lessee agrees its Services conducted 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.

11. COMMUNICATIONS:

a. The parties agree that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.

12. NOTICES

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

City of Duluth
Property & Facilities Manager
1532 W. Michigan St.
Duluth, MN 55806

Fond du Lac Band of Lake
Superior Chippewa
Attn: Mike Jenkins
1720 Big Lake Road,
Cloquet, MN

13. CITY ACCESS:

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

14. SMOKING AND TOBACCO:

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

15. TERMINATION OF AGREEMENT:

a. This Agreement may be terminated by either party by serving thirty (30) days written notice upon the other. Any such notice to be given to the City shall be addressed to the Property & Facilities Manager, and any such notice to be given to Lessee shall be directed to the current official contact person. Lessee shall remove all Lessee equipment not later than the expiration of the notice period and any such Lessee equipment remaining after this period shall become the property of the City. Should Lessee violate any of the provisions of this Agreement, City may terminate this Agreement immediately by serving written notice to Lessee.

b. Upon termination of this agreement, Lessee agrees to surrender possession of the Premises to City in as good condition and state of repair as said premises were in at the time Lessee took possession, reasonable wear and tear, and acts of God excepted.

16. DEFAULT BY LESSEE:

a. Should Lessee be in default under any terms or conditions of this Agreement City shall provide Lessee with notice of said condition of default, in writing, and shall allow Lessee thirty (30) days to cure any defaults set forth therein. If such default is not cured to the satisfaction of City within thirty (30) days, City may immediately terminate this agreement.

b. Lessee shall also be considered in default if Lessee (i) conducts activities within the Premises in violation of this Agreement or if Lessee discontinues providing its Services, or (ii) files a petition in bankruptcy or other insolvency proceeding is filed by or against Lessee, without dismissal within thirty (30) days of filing; or if Lessee makes any general assignment for the benefit of creditors or composition; or if a petition or other proceeding is instituted by or against the Lessee for the appointment of a trustee, receiver, or liquidator of Lessee or of

any of Lessee's property pursuant to laws for the benefit of creditors; or if a proceeding is instituted by any governmental authority for the dissolution or liquidation of Lessee.

c. In the event of default by Lessee, City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to Lessee, may remove all persons and property from the Premises.

d. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.

e. Should City elect to reenter, this Agreement shall be deemed terminated; provided, however, that City shall be entitled as against Lessee to the measure of damages provided by law, namely the difference between the rent for the balance of the term of this Agreement following the day of reentry and the amount of rent City receives during that period from any subsequent tenant of the Premises. City shall in such event have no obligation to relet the Premises.

f. Should City at any time terminate this Agreement under City's express rights set forth in this Agreement for any breach, City may, in addition to any other remedy it may have, recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Premises.

17. ALTERATIONS AND IMPROVEMENTS:

a. Lessee may, at its sole cost and expense, make suitable improvements or alterations to the Premises upon advance written approval from the City's Architect. All such improvements (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, Lessee shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request is attached to this Agreement as Exhibit 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.

b. Lessee agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Premises, Lessee will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction hereunder.

18. GENERAL PROVISIONS

a. Prior to execution of this Agreement by the City, Lessee shall provide evidence that it is an entity legally capable of entering into obligations of a contract and 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 Lessee of the requirements of this paragraph.

b. The Premises is a multi-use area requiring the cooperation of all users. This cooperation includes ingress and egress, amenities, and related improvements. Lessee acknowledges that the Manager shall ultimately determine the appropriate use of the site and/or improvements and shall prevail in any disputes between user groups.

c. The rights of Lessee to occupy, use, and maintain said premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

d. The waiver by the City or Lessee of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

e. 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.

f. Lessee agrees that it shall neither assign nor transfer any rights or obligations under this Agreement without the prior written approval of the City.

g. 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.

h. 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.

CITY OF DULUTH

**FOND DU LAC BAND OF LAKE
SUPERIOR CHIPPEWA**

By: _____
Its Mayor

By _____

Attest:

Its _____
Title of Representative

Date:

By: _____
City Clerk
Date:

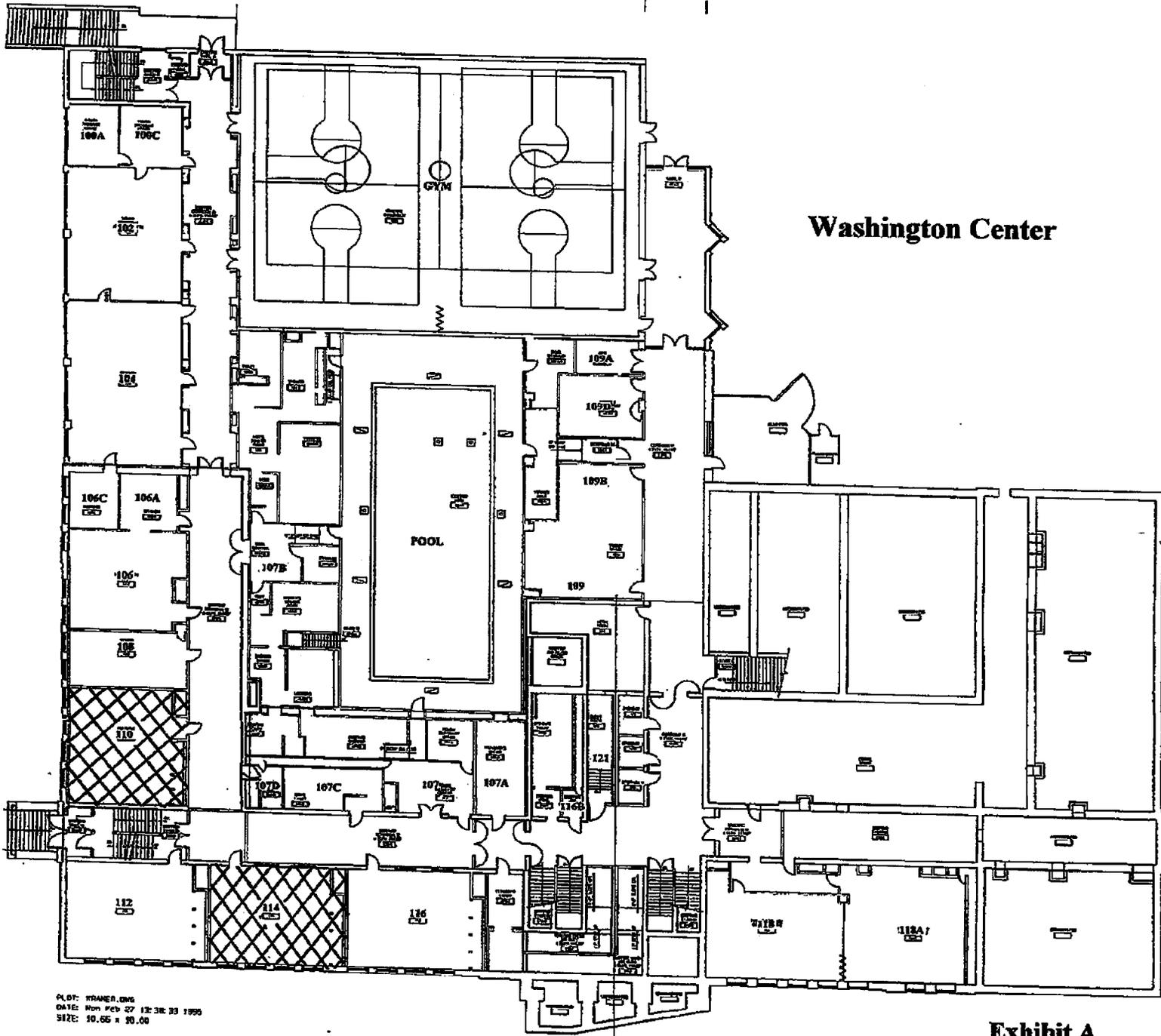
Countersigned:

City Auditor

Approved as to form:

City Attorney

EXHIBIT A
Premises



Washington Center

PLOT: FRAMES.DWG
 DATE: Mon Feb 27 12:38:33 1990
 SIZE: 10.00 x 30.00

Exhibit A

EXHIBIT B

Description of Services

Services Provided for *Elder Exercise Program* at the Washington Center

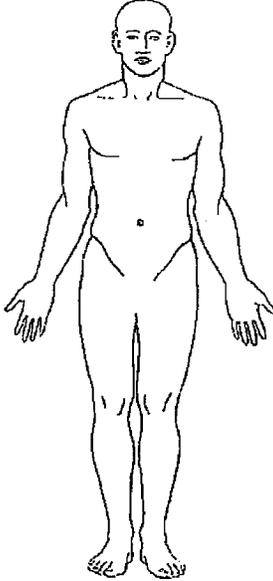
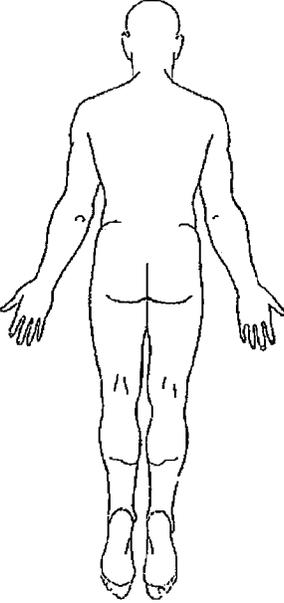
Services provided at the two hour *Elder Exercise Program* includes viewing low-impact instructor led DVDs specifically designed and targeted to the senior population. Each participant has the opportunity to partake in the group led exercises, if physically able. The gymnasium is utilized by those class participants that wish to do their exercise by way of walking. Each person attending the class also has the option of having their blood pressure, weight, and if diabetic, blood glucose levels checked and recorded by a nurse that staffs the class. Assistance, if any, is provided by the Public Health Nurse (RN), Licensed Practical Nurse (LPN), or Certified Home Health Aide. Each of these persons staffs the group each Wednesday morning when the class meets. Finally, a healthy snack is provided to the group prior to dismissal.

EXHIBIT C
Incident Report

CITY OF DULUTH

INCIDENT REPORT

Supervisor and injured employee to complete within 24 hours of incident/injury.
Please print clearly and fax completed form to: 1-866-286-5258

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:	
				Last 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 <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	Roadway Conditions: <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	Light Conditions: <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

EXHIBIT D
Project Proposal

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.

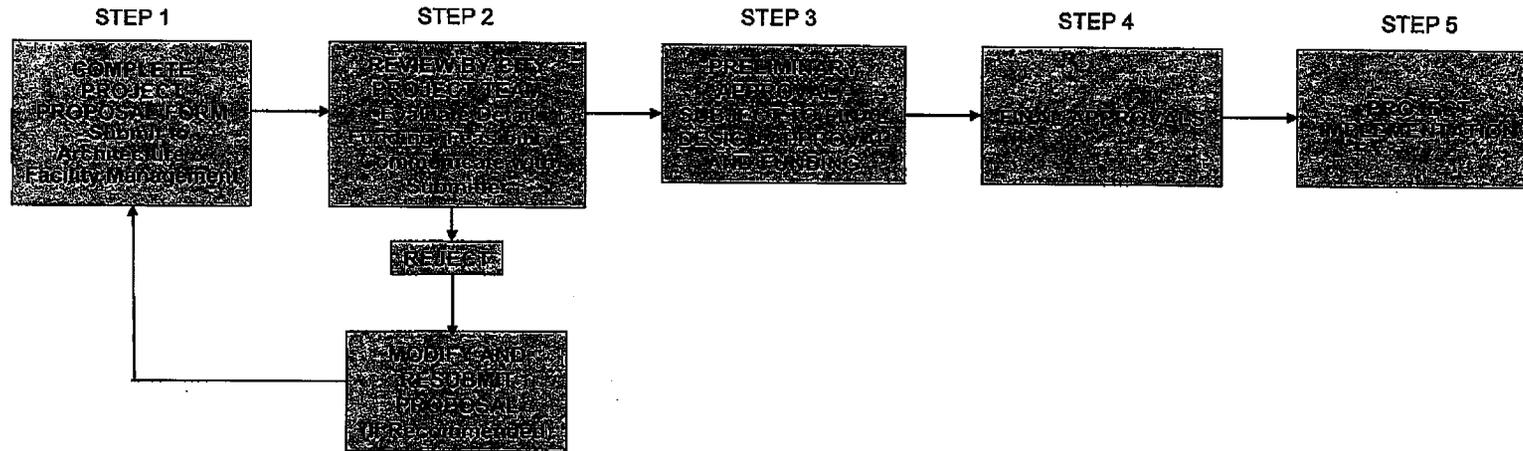
The intent of this process is to expedite decision making, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. This process may need modification to improve upon what has been developed. Your input will be critical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

**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.