

RECREATION, LIBRARIES AND AUTHORITIES COMMITTEE

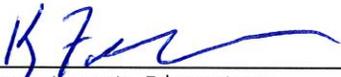
13-0599R

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH LAKE PARK LITTLE LEAGUE, INC. FOR THE OPERATION AND MAINTENANCE OF THE LITTLE LEAGUE FIELDS.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute an agreement with Lake Park Little League, Inc. providing for the operation and maintenance of Little League baseball fields on city property in the area of Riley Road and Jean Duluth Road. This agreement is on file in the office of the city clerk as Public Document No. \_\_\_\_\_.

Approved:

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

Approved for presentation to council:

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

Approved as to form:

  
\_\_\_\_\_  
Attorney

Approved:

  
\_\_\_\_\_  
Auditor

PARKS KB:rb 11/26/2013

STATEMENT OF PURPOSE: This resolution authorizes the proper city officials to enter into an agreement with Lake Park Little League, Inc. for advancement of its Program and related services to the community. In exchange for exclusive use of the Little League baseball fields in the area of Riley Road and Jean Duluth Road, Lake Park Little League, Inc., agrees to operate and maintain said City Property. Lake Park Little League, Inc. has been a successful long-term partner at this location since 1995. The term of this agreement shall commence on January 1, 2015 and expire on December 31, 2035.

**AGREEMENT BETWEEN  
THE CITY OF DULUTH  
AND  
LAKE PARK LITTLE LEAGUE, INC.**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the "Effective Date"), 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 **Lake Park Little League**, a branch of Little League Baseball, Incorporated, non-profit corporation, hereinafter referred to as "Lake Park".

WHEREAS, the City owns Little League fields together with the adjoining property, various fixtures and personal property contained therein, located at the corner of Riley Road and Jean Duluth Road, Duluth, MN 55803, City of Duluth, St. Louis County, Minnesota ("City Property"); and

WHEREAS, Lake Park operates a Little League baseball program serving Duluth's Lester Park, Lakeside, Lakewood, Homecroft, parts of the Woodland and Kenwood communities and surrounding Rice Lake and Lake County communities ("Program"); and

WHEREAS, Lake Park desires to operate the Premises for advancement of its Program and related services to the community ("Services") as set forth herein; and

WHEREAS, the City desires to allow the Lake Park to use the Premises as described herein.

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

**1. USE OF PREMISES:**

- a. Premises shall mean use of the Property, building, adjoining grounds and fields and all related equipment contained therein, located at the junction of Riley Road and Jean Duluth Road, City of Duluth, St. Louis County, Minnesota. The Premises is identified and marked in the attached Exhibit A.
- b. The City makes no representation or warranty, either express or implied, that the Premises is suitable for specific uses and Lake Park accepts the Premises in an "as is" condition without representations or warranties of any kind. The City shall not be obligated to make any alterations or improvements on or to the Premises.
- c. Lake Park agrees to use the Premises on an exclusive basis for its Little League programs during Term of this Agreement. The foregoing exclusive use does not include the parking lots located on the Premises as identified on Exhibit A. Such parking lots are shared use lots.
- d. Lake Park acknowledges and agrees that the rights granted to it herein are subject to Lake Park's compliance with the terms and conditions of this Agreement.
- e. Lake Park shall not sublet or schedule any space(s) within the Premises nor authorize or permit any other group or entity to occupy any portion of the Premises without first securing prior written approval of the City's Parks and Recreation Manager ("Manager"). The Premises shall be used solely for Little League activities.
- f. A list of Lake Park's equipment, personal property and removable property (the "Lake Park Improvements") is identified on Exhibit D attached to this Agreement.

**2. TERM AND TERMINATION OF AGREEMENT:**

- a. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2015 and expire on December 31, 2035 unless earlier terminated as provided for herein.
- b. This Agreement may be terminated by either party, and without cause, by serving thirty (30) days written notice upon the other.
- c. Upon termination of this Agreement, Lake Park agrees to surrender possession of said Premises to City in as good condition and state of repair as said Premises were in at the time Lake Park took

possession, reasonable wear and tear excepted. Lake Park shall to the City's satisfaction remove all Lake Park Improvements no later than the expiration of the notice period. Any Lake Park Improvements remaining after this period shall become the property of the City. Removal of Lake Park Improvements and the restoration of the property shall include removal of above ground structures and above ground foundations including utilities and utility connections, which shall be capped or otherwise left in a safe condition and modification of the surface so that it is free of any holes or obstructions and graded as necessary to ensure proper drainage.

- d. Should Lake Park violate any of the provisions of this Agreement, City shall provide to Lake Park written notice of such violation or default and shall allow Lake Park 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 Lake Park in the manner described.

**3. MAINTENANCE AND OPERATION:** The obligations of Lake Park to provide Little League opportunities and to maintain the Premises shall include, but not be limited to, the following:

- a. Establish and maintain six (6) Little League fields and further to provide opportunities to anyone so desiring to participate in such activity.
- b. Routine maintenance of the Premises including the upkeep of the buildings and mowing and repair of the fields, or other tasks not requiring a licensed or skilled tradesperson such as plumbing, electrical, carpentry, etc. in order to maintain the Premises in a reasonable state of repair.
- c. Payment of all expenses related to Lake Park activities including maintenance functions.
- d. Comply with City's guidelines relating to recycling, energy efficiency and maintenance of the Premises. A copy of the guidelines will be provided to Lake Park upon their execution of this Agreement.
- e. Include the City of Duluth as a partner of programs held at the Premises on all marketing and promotional materials and signs.
- f. Promptly notify the City in writing of any incident of injury or loss or damage to the property of City or any Lake Park's participants or invitees occurring within the Premises during the Term of this Agreement. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto as Exhibit B.
- g. Operation of programs and activities on the Premises in compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.
- h. Procure, at Lake Park expense, all licenses and permits necessary for carrying out the provisions of this Agreement.
- i. Ensure that alcoholic beverages are not possessed, consumed or sold on the Premises.
- j. Ensure that cigarettes or tobacco are not possessed or used whatsoever in any building on the Premises or as otherwise prohibited by state or local laws.
- k. Ensure that all signs and advertisements placed on or about the Premises are submitted to the Manager for review and approval.

**4. ALTERATIONS OR IMPROVEMENTS:**

- a. Lake Park may, at its sole cost and expense, make suitable improvements or alterations to the Premises upon advance written approval from the Property and Facilities Manager. All such improvements, including fencing installation, field installation, storage structures, wells, etc. shall become the property of the City. Prior to commencing any improvements or alterations, Lake Park shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request is attached to this Agreement as Exhibit C. These documents shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to all applicable laws and the Duluth City Codes.
- b. Lake Park agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Premises, Lake Park shall provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by

the City Attorney before the commencement of any construction hereunder.

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

5. **REPORTING:**

- a. Lake Park shall submit to the Manager a current listing of all Lake Park officers, board members, and a designation of the official contact person responsible for the administration of this agreement (including day-to-day scheduling and maintenance duties) along with addresses and phone numbers. The foregoing listing shall be updated every spring prior to the start of the Little League season. A current copy of Lake Park's By-Laws, Articles of Incorporation, Constitution, or other document which defines Lake Park as a viable organization shall be provided to City before this Agreement takes effect.
- b. Lake Park agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, all Lake Park books, records, documents, and accounting procedures and practices relating to this Agreement are subject to examination by the City or the State Auditor for six (6) years from the date of execution of this agreement. Upon seventy-two (72) hours advance notice by City, Lake Park shall provide all requested financial information.

6. **INSURANCE**

- a. During the entire term of this Agreement, Lake Park shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Dollars (\$1,000,000) aggregate per occurrence for personal bodily injury and death, and limits of Two Hundred Thousand Dollars (\$200,000) for Leased Premises damage liability. If person limits are specified, they shall be for not less than One Million Dollars (\$1,000,000) per person and be for the same coverages. The City shall be named as an additional insured therein. Insurance shall cover:
  - i. Public Liability, including premises and operations coverage.
  - ii. Independent contractors - protective contingent liability.
  - iii. Personal injury.
  - iv. Owned, non-owned and hired vehicles.
  - v. Contractual liability covering the indemnity obligations set forth herein.
  - vi. Dram Shop Insurance, if applicable.
- b. Lake Park shall provide to City a Certificate of Insurance evidencing such coverage with 30-day 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 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.**
- c. The City does not represent or guarantee that these types of limits of coverage are adequate to protect Lake Park's interests and liabilities.
- d. Lake Park shall comply with all Minnesota Worker's Compensation laws in the utilization of all employees employed on the Premises.
- e. All insurance required in this Article shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota.

7. **HOLD HARMLESS**

- a. Lake Park 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 Lake Park, 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

Lake Park, arising out of, related to or associated with the use, maintenance or operation of the Premises by Lake Park or performance of its obligations under this Agreement. Upon ten (10) days written notice, Lake Park will appear and defend all claims and lawsuits against City growing out of any such injury or damage resulting from any defect in the construction or condition of the interior premises of the building. The City does not waive its immunities or limits on liability under state or federal law.

## **8. NOTICES**

Unless otherwise provided herein, notice to the City or Lake Park 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 Attention:  
Parks Manager  
411 W. 1<sup>st</sup> Street  
Ground Floor, City Hall  
Duluth, MN 55802

Lake Park Little League  
Attn: Nick Luoma  
PO Box 3201  
Duluth, MN 55803

## **9. CITY ACCESS**

- a. Lake Park shall permit the City, its officials, employees or agents to access and inspect the Premises at any time. Lake Park shall not change the locks or otherwise prohibit or inhibit the City access to any portion of the Premises.

## **10. 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 Lake Park 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. Lake Park'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. Lake Park'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. Lake Park shall not discriminate in a manner prohibited by the United States Constitution, or the laws of the United States, State of Minnesota, County of St. Louis, or City of Duluth in the use of the Premises.
- c. Nothing in this Agreement is intended to or should be construed as a waiver by the City of any immunities, defenses or other limitations on liability to which the City is entitled by law, including, but not limited to, the liability limits under Minnesota Statutes Chapter 466.
- d. The Premises are multi-use facilities requiring the cooperation of all users. This cooperation includes sharing parking, (including scheduling for special events), ingress and egress, amenities, and related improvements. Lake Park acknowledges that the City Designee shall ultimately determine the appropriate use of the site and improvements and shall prevail in any disputes between users groups.
- e. By this agreement the parties do not create a principle/agent relationship. Lake Park shall not be deemed as acting as an agent of the City nor shall it be deemed as acting in an official capacity. Lake Park is a user of the Premises and shall not represent itself as an agent of the City.

- f. The waiver by the City or Lake Park 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.
- 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.
- i. 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.
- j. Prior to execution of this Agreement by the City, Lake Park 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 Lake Park 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.

**CITY OF DULUTH**

**LAKE PARK LITTLE LEAGUE, INC.**

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

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

ATTEST:

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

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

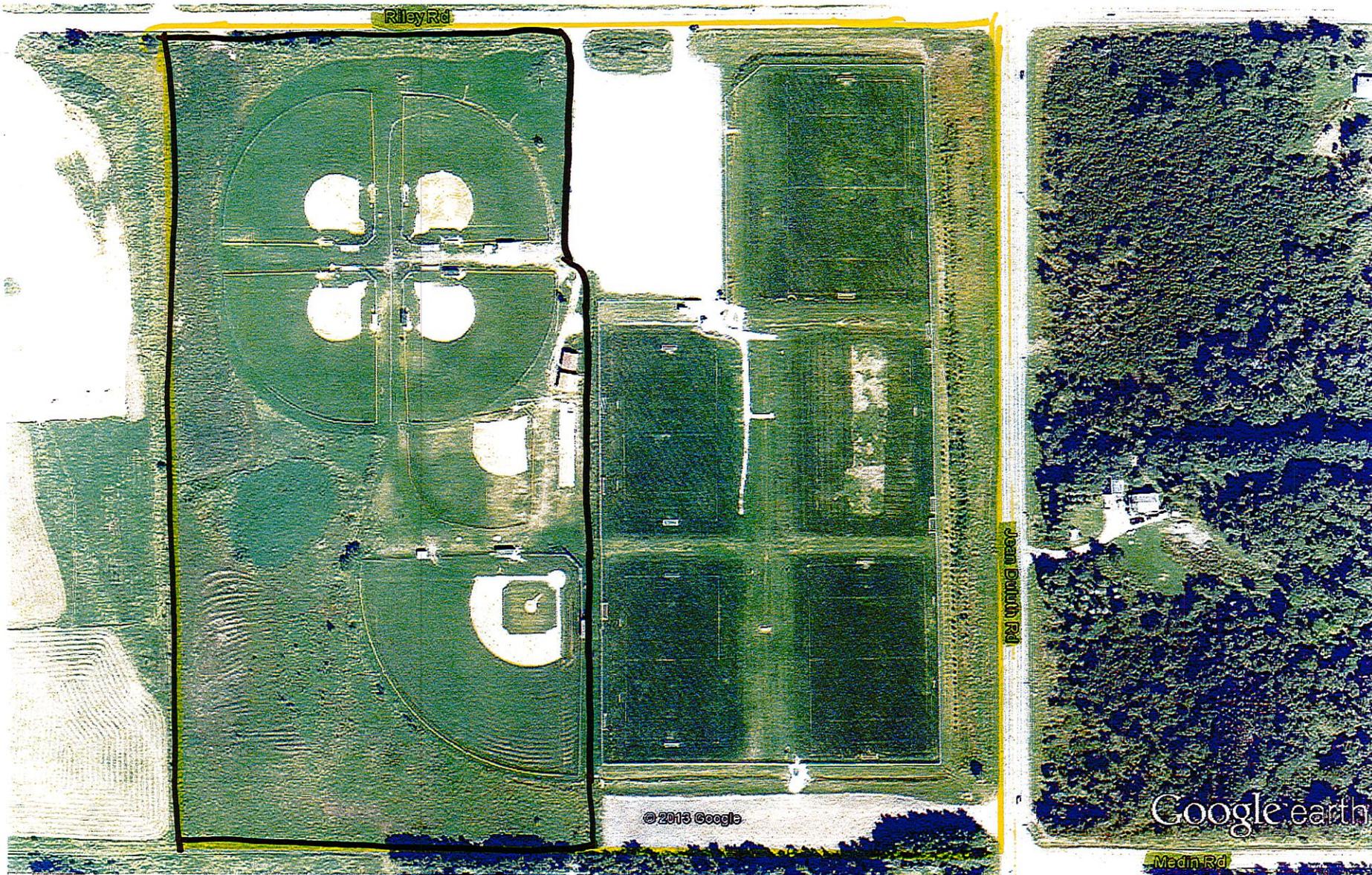
Approved as to form:

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

Countersigned:

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

**Exhibit A**  
Diagram of the Premises



Google earth

feet  
meters

1000

400



# Lake Park Fields

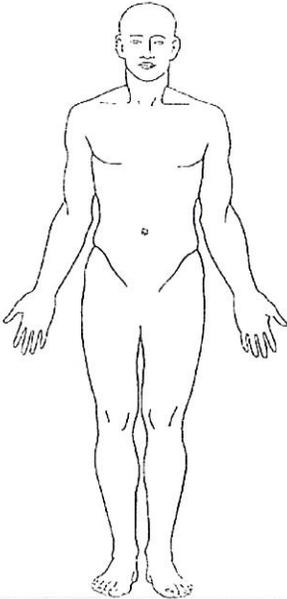
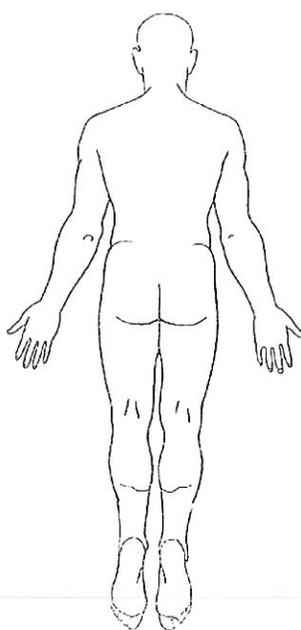
**Exhibit B**  
Incident Report

# CITY OF DULUTH

## INCIDENT REPORT

Supervisor and injured employee to complete within 24 hours of incident/injury.

Please print clearly and fax completed form to: 1-866-286-5258

<b>Company Name:</b> Duluth Police Dept.		<b>Dept. / Div:</b> Patrol		<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	
<b>Last name:</b>		<b>First:</b>		<b>Middle initial:</b>	
<b>Address:</b>					
<b>City:</b>		<b>State:</b>		<b>Zip code:</b>	
<b>Incident Date:</b>		<b>Time:</b>	<b>Left work:</b>		<b>Returned:</b>
<b>Lost time</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>Explanation for Injury/Incident:</b> _____					
<b>Incident investigation conducted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>Date supervisor notified:</b>			<b>Date report completed:</b>		
<b>Supervisor's name:</b>					
<b>Names / Phone #'s of witnesses:</b> _____					
<b>Was there a:</b> Safety violation <input type="checkbox"/> Machine malfunction <input type="checkbox"/> Motor vehicle accident <input type="checkbox"/>					
<b>Supervisor's comments:</b> _____					
<b>What actions have been taken to prevent recurrence?</b> _____					
<b>CAUSE</b> <input type="checkbox"/> Slip and Fall <input type="checkbox"/> Struck by equipment <input type="checkbox"/> Lifting or moving <input type="checkbox"/> Caught (In, on or between) <input type="checkbox"/> Needle puncture <input type="checkbox"/> Object in eye (Right <input type="checkbox"/> Left <input type="checkbox"/> <input type="checkbox"/> Repetitive / Overuse <input type="checkbox"/> Other		<b>MARK AREAS OF INJURY BELOW</b> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <b>Front</b>   </div> <div style="text-align: center;"> <b>Back</b>   </div> </div>			
<b>TYPE OF INJURY</b> <input type="checkbox"/> Scrape / Bruise <input type="checkbox"/> Sprain / Strain <input type="checkbox"/> Puncture wound <input type="checkbox"/> Cut / Laceration <input type="checkbox"/> Concussion <input type="checkbox"/> Bite <input type="checkbox"/> Chemical burn / Rash / Breathing difficulties <input type="checkbox"/> Other <input type="checkbox"/> No apparent injury					
<b>Employee referred to:</b> Clinic <input type="checkbox"/> Hospital ER <input type="checkbox"/> Refused to see MD <input type="checkbox"/>					
<b>DR / Clinic</b>			<b>Phone Number:</b>		
<b>Supervisor's signature:</b>			<b>Date:</b>		
<b>Employee's signature:</b>			<b>Date:</b>		

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

<b>INCIDENT LOCATION:</b>			
<b>POLICE CALLED?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Police Traffic Accident Report ICR#:</b>	
<b>City Vehicle, Property, or Equipment Involved</b>	Description: _____ Vehicle #, Make, Model, Year: _____ Describe Damage: _____		
<b>Non-City Vehicle, Property, or Equipment</b>	Owner Name: _____ <input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other Owner Address/Phone #: _____ Vehicle License #: _____ Color: _____ Make/Model: _____ Year: _____ Describe Damage: _____		
<b><u>Weather Conditions</u></b>	<b><u>Roadway Conditions:</u></b>	<b><u>Light Conditions:</u></b>	<b><u>Other:</u></b>
<input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow	<input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> Unpaved <input type="checkbox"/> Ice	<input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor	Approx. Temp: _____ Estimated Speed: _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or Alcohol Test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>MISCELLANEOUS COMMENTS:</b> _____			

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

**Exhibit C**  
Project Proposal Request

# CITY OF DULUTH - 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.

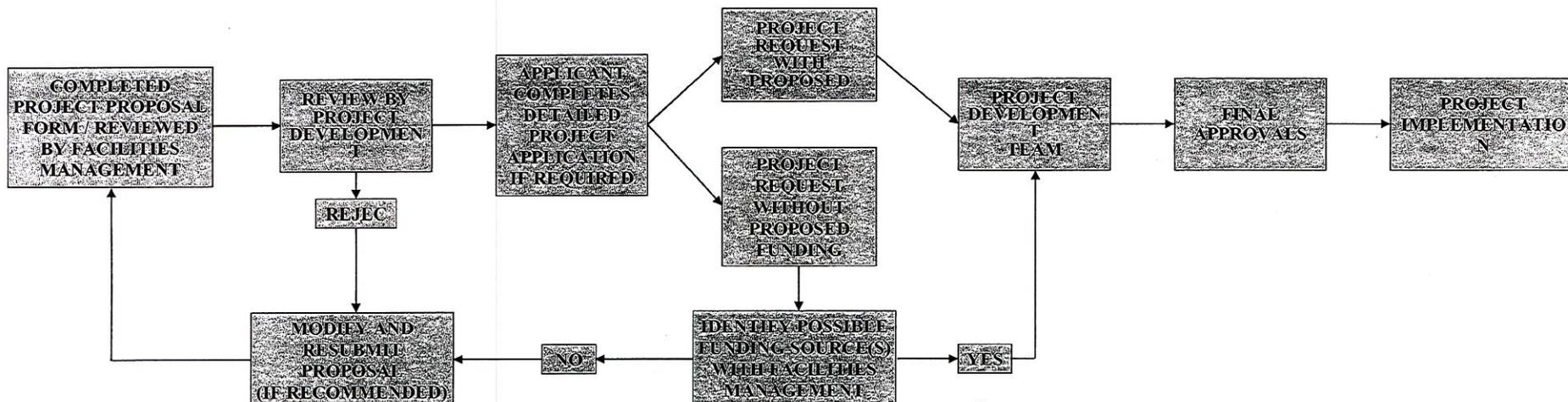
The intent of this process is to expedite decision making, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. This process may need modification to improve upon what has been developed. Your input will be critical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

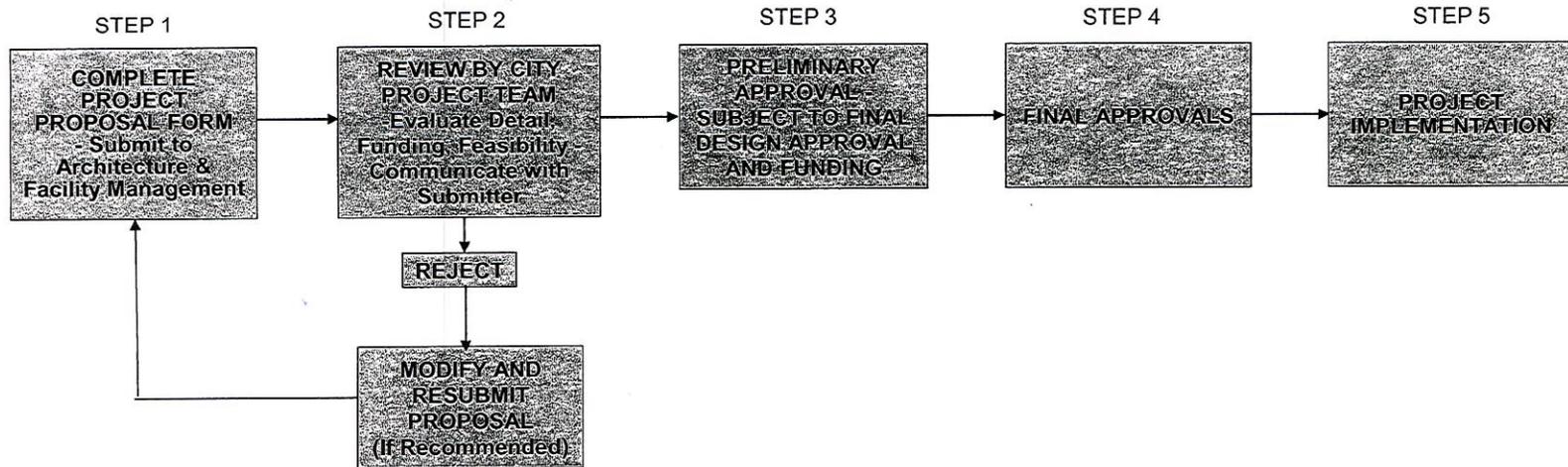
- Department  
 - Administration  
 - City Council  
Notify as necessary:  
 - Boards  
 - Commissions  
 - Other various parties

- 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.

## Exhibit D

### List of Lake Park's Property

Concession Building,  
Storage building next to concessions,  
Announcers Booth Behind Field D,  
2 garages behind the outfield of Field D,  
Storage Shed down the right field of the Art Von Field,  
New little league field,  
dugouts, and  
Backstop/Fencing (Field E)  
Batting Cages down left Field of Field E,  
Safety Netting/Piping for seating areas,  
Well Drilled, and piped to concession stand,  
Bleachers on fields A-D,  
Wood Dugouts on Field D,  
Bridge from Jean Duluth parking lot to Art Von Field