



CITY OF DULUTH and DULUTH ECONOMIC DEVELOPMENT AUTHORITY

Request Proposals for a
Land Use Study of Former Lester Park Golf Course

RFP NUMBER 26-AA02

Issued December 10, 2025

Proposals Due December 29, 2025 at 3:00pm Central Time

Submit Proposals To:

City Of Duluth

Attn: Purchasing Division

City Hall, Room 120

411 West 1st Street

Duluth, Mn 55802

I. Introduction and Project Specifics. The Duluth Economic Development Authority (DEDA) and City of Duluth (City) seek qualified consultants to submit proposals for a Land Use Study of the former Lester Park Golf Course in Duluth.

The former golf course is approximately 270 acres. 37.5 acres of the site has already been rezoned to Mixed Use-Neighborhood. This land use study will predominantly focus on the remaining area.

Goals for the property, as expressed by the City's Planning Commission and City Council, include:

- Increase the housing supply for residents across all income levels
- Identify locations for preservation of open space, as well as recreation and connections to adjacent hiking, biking, and ski trails.
- Incorporate complementary neighborhood amenities such as neighborhood-oriented commercial development.

The Land Use Study shall serve as a supplement to the City's Comprehensive Plan and Parks Essential Open Spaces Plan; it shall specifically consider and seek to balance parkland, housing, commercial, and permanently protected green space. The study shall include, but not be limited to, the following components:

1. General Land Use Study Components:
 - a. Assessment of previous planning efforts, including the lower 37.5 acres in which DEDA has an agreement to develop, current conditions, and data analysis.
 - b. Clearly defined objectives (Purpose for undertaking the plan).
 - c. Defined geographic area (Project area).
 - d. History/background and past planning efforts.
 - e. Analysis of current demographics/trends/school district (population, employment, housing) as well as housing and land-use market scan.
 - f. Current land use/zoning/transportation/trails/recreation areas and environmental characteristics.
 - g. Short-term infrastructure and long-term infrastructure maintenance costs associated with various development options.
 - h. Review the relevant Comprehensive Plan, Essential Spaces Parks Plan, policies, and the Future Land Use Map.
2. Stakeholder Engagement Process:
 - a. Identify stakeholders (neighborhood, community groups, commissions/authorities, DEDA, HRA, Non-Profit Organizations).

- b. Professionally facilitated education, outreach, and stakeholder engagement, including multiple public meetings and open houses.
3. Plan Recommendations:
- a. Development of a vision statement, goals, objectives, and strategies.
 - b. Define proposed future land use changes that balance housing, commercial, and protected green space uses.
 - c. Consider development options that incorporate publicly available recreational facilities, such as a pickleball court, dog park, neighborhood playground, basketball court, hiking trails, biking trails, and ski trails; note that exact planning for specific facilities will be conducted by the City's Parks department after locations for recreation spaces are identified.
 - d. Consider development options incorporating or preserving publicly available golf or golf-centric recreational opportunities.
 - e. Determination of which portions of the property are developable, where development is appropriate, and where a permanent conservation status is appropriate.
 - f. Recommendations for transitions between land uses, preservation of high-value open space, and improvements to transportation and utility infrastructure.

The results and recommendations shall be subject to a Parks and Recreation Commission review, a Planning Commission Public Hearing, and final approval by the City Council prior to the finalization of the closing of any transfer of property.

II. Project Schedule. This land use study must be substantially complete by July 2026 and fully adopted by City Council by September 2026. Responding firms must have robust staffing and capacity for significant public involvement within this time frame.

For the purposes of preparing a proposal, the following items shall be assumed:

1. Biweekly meetings with internal project management team from late January through September.
2. Monthly meetings with a steering committee from February through August.
3. Assessment and summary of previous planning efforts, existing conditions, demographics, history of the site, and other available data.
4. Analysis of slopes, soil conditions, wetlands, floodplains, shorelands, significant habitat locations, or other conditions that may make areas not suitable for development. Summarize and map this analysis.

5. Location of existing trails and recreation spaces in the area.
6. Identify relevant stakeholders and conduct a survey or web-based participation opportunities to gather initial information about community priorities for the site.
7. Based on tasks completed to date, identify developable areas on the site as well as available utility and infrastructure capacity. Create at least two land use scenarios for evaluation. Each scenario must include areas for housing, commercial, recreation, and preserved open space, and shall follow the Future Land Use Map categories as shown in the comprehensive plan, *Imagine Duluth 2035*.
8. Conduct professionally facilitated public meetings and open houses to engage stakeholders in evaluation of scenarios and feedback about future land uses for the site. Assume a minimum of 3 public meetings during the planning process.
9. Based upon data and public input, prepare a vision statement and goals for the site in conjunction with the steering committee.
10. Evaluate the options for future land uses based on the vision statement and goals and identify final recommendations for land uses for the site.
11. Identify ways and locations that recreation opportunities can be incorporated into future development, with considerations for Parks Master Planning to incorporate into detailed recreation planning.
12. Prepare a final report that summarizes all public involvement, data collection and analysis, development opportunities, final recommendations for land uses, and considerations for recreation planning. Include an implementation plan that identifies any needed investments in infrastructure.
13. Assist DEDA and City staff in meetings with Planning Commission, Parks Commission, Natural Resources Commission, DEDA, and City Council to present the final plan for adoption. Assume four in-person commission meetings.

III. Proposal Requirements. To be considered, hard copies of the proposals must arrive at the City Purchasing Office on or before the date specified on the cover page. The City will not accept proposals via email or fax. The City reserves the right to reject or to deduct evaluation points for late proposals.

Proposals must be signed by an authorized official. If the official signs the Proposal Cover Sheet attached as Appendix A, this requirement will be met. Proposals must remain valid for 60 days or until a contract is fully executed. Terms of the awarded proposal as stated must remain valid for the project length of time.

Please submit one paper copy of the Technical Submittal and one paper copy of the Cost Submittal. The Cost Submittal must be sealed separately from the Technical Submittal.

Include with your Technical Submittal (do not include any costs):

- A narrative that includes your approach to the land use study and to public participation, and a demonstration of your ability to complete the work within the strict timeframe required
- Project schedule
- Identification of specific staff that will be involved in the plan, with resumes.
- Examples of similar work balancing development, open space, and recreation

Include with your Cost Submittal:

- Project budget by line item

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award is made.

IV. Criteria for Selection. Proposals will be reviewed by City and DEDA staff. The factors and weighting upon which proposals will be scored are as follows:

- Demonstrated general technical planning ability for the required process and products of this type, including ability to produce communication pieces and visual graphics and maps. – 30%
- Demonstrated understanding of specific needs for a land use evaluation, including local knowledge of this area of Duluth. – 25%
- Demonstrated success in working with public, elected and appointed officials, agencies and staff in advancing a complex process, including excellent facilitation skills. – 25%
- Proposed cost estimate – 20%

DEDA and the City anticipate making a quick decision on selection of a consultant. Please submit your proposals no later than **December 29, 2025**.

V. Rejection of Proposals. The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Bidder incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

VI. Agreement. The award amount may be based on the time and materials submitted in the proposal, but the award will be a lump sum, not to exceed agreement. The awarded proposer will be required to sign the agreement attached as Appendix B. The awarded

Bidder shall not start the performance of any work nor shall the City be liable to pay the selected Bidder for any service or work performed or expenses incurred before the contract is executed.

VII. Questions, Answers and Addenda. Any questions about the project or the agreement in Appendix B must be submitted to purchasing@duluthmn.gov by 3:00 pm, Friday, December 19, 2025. Questions asked will be answered in the form of an addendum to the RFP. If the City deems it necessary to revise any part of this RFP before the submission deadline, an addendum will be issued and posted to <https://www.duluthmn.gov/purchasing/bids-request-for-proposals/> under Current Bids & Projects and this solicitation number. Although an email notification will be sent, it is the Bidder's responsibility to periodically check the website for any new information. Any addenda issued must be acknowledged on the Proposal Cover Sheet attached as Appendix A.

VIII. Mandatory Disclosures. By submitting a proposal, each Bidder understands, represents and acknowledges that:

1. Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.
2. There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.
3. It is not currently under suspension or debarment by the State of Minnesota, any other state, or the federal government.
4. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota in accordance with the requirements of Minnesota Statute 303.03

IX. Notification of Selection. Bidders whose proposals are not selected will be notified in writing.

APPENDIX A - PROPOSAL COVER SHEET

CITY OF DULUTH

RFP# 26-AA02 Land Use Study for Former Lester Park Golf Course

Bidder Information:	
Bidder Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Name & Title of Authorized Signer	
Email of Authorized Signer	

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE

APPENDIX B – PROFESSIONAL SERVICES AGREEMENT

CITY OF DULUTH

RFP# 26-AA02 Land Use Study for Former Lester Park Golf Course

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN**

Click or tap here to enter text.

**AND
CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the City of Duluth, hereinafter referred to as City, and Click or tap here to enter text. located at Click or tap here to enter text., hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for Click or tap here to enter text., (the “Project”); and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City; and

WHEREAS, Consultant submitted a proposal to provide services for the Project (the “Proposal”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City desires to utilize Consultant’s professional services for the Project;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services

Consultant will provide services related to the Project as described in Consultant’s Proposal (the “Services”). Consultant agrees that it will provide its services at the direction of the Click or tap here to enter text. (“Click or tap here to enter text.”). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

II. Fees

It is agreed between the parties that Consultant’s maximum fee for the Project and Services shall not exceed the sum of Click or tap here to enter text. Dollars (\$Click or tap here to enter text.) inclusive of all travel and other expenses associated with the Project, payable from Fund Click or tap here to enter text.. All invoices for services rendered shall be submitted monthly to the attention of the Click or tap here to enter text.. Payment of expenses is subject to the City’s receipt of reasonable substantiation/back-up supporting such expenses.

III. General Terms and Conditions

1. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The Primary Consultant(s) assigned to this project will be [Click or tap here to enter text.](#) (the "Primary Consultant"). The Primary Consultant shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Primary Consultant. The foregoing sentence shall not preclude other employees of Consultant from providing support to the Primary Consultant in connection with Consultant's obligations hereunder.

3. Data and Confidentiality, Records and Inspection

- a. The City agrees that it will make available all pertinent, non-privileged information, data and records under its control for Consultant to use in the performance of this Agreement, or assist Consultant wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
- c. Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work ("City Property"). Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for

City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.

- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Consultant Representation and Warranties

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of

the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.

- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.
- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by [Click or tap here to enter text.](#), unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall

be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third-party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.
- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold City and its employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by itself or any third party, including claims arising from the acts, omissions, negligence, or misconduct of Service Provider or that of its agents, employees, or contractors. The obligations

shall include, but not be limited to, the obligations to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City are alleged to be or could be found to arise out of acts or omissions of Service Provider or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of Consultant arise out of or relate to the services in this Agreement or Service Provider's negligent, intentional, or wrongful acts or omissions, including breach of any duty in this agreement, of Consultant. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. This Section shall survive the termination of this Agreement for any reason. Consultant shall not have the obligation to indemnify the City for its intentional, willful or wanton acts. **The Consultant understands this provision may affect its rights and may shift liability.**

8. **Insurance**

- a. Consultant shall obtain and maintain for the Term of this Agreement 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. Commercial General Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, shall be in a company approved by the City of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Umbrella coverage with a "form following" provisions may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above.
 - iii. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, Consultant hereby commits to provide at least 60 days' notice prior to any change to the Professional Liability Insurance policy or coverage; and in the event of any change, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the

provisions of this this paragraph which will provide unbroken protection to the City, or in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.

- iv. **City of Duluth shall be named as Additional Insured** under the Commercial General Liability and Automobile Liability. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Consultant to provide Certificate of Insurance evidencing such coverage with notice to City of cancellation in accordance with the provisions of the underlying insurance policy included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.
- b. Certificates showing Consultant 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 City shall be named as an additional insured on each liability policy other than the professional liability and the workers' compensation policies of the Consultant.
- d. The certificates shall provide that the policies shall not be cancelled during the lift of this Agreement without advanced notice being given to the City at least equal to that provided for in the underlying policy of insurance.
- e. Except as provided for in Section 8.a.iv above, Consultant hereby commits to provide notice to City at least 30 days in advance of any change in the insurance provided pursuant to this Section 8 or in advance of that provided for in the underlying insurance policy or policies whichever is longer. For the purposes of Section 8 of this Agreement, the term, "changed", shall include cancellation of a policy of insurance provided hereunder and any modification

of such policy which reduces the amount of any coverage provided thereunder below the amounts required to be provided hereunder or otherwise reduces the protections provided under such policy to City

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

City: City of Duluth
411 W First Street
City Hall Room [Click or tap here to enter text.](#)
Duluth MN 55802
Attn: [Click or tap here to enter text.](#)

Consultant: [Click or tap here to enter text.](#)
[Click or tap here to enter text.](#)
[Click or tap here to enter text.](#)
Attn: [Click or tap here to enter text.](#)

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City

with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law

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

13. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

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.

16. Counterparts

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.

[Remainder of this page intentionally left blank. Signature page to follow.]

TEMPLATE

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date of attestation shown below.

CITY OF DULUTH-Client

Click or tap here to enter text.

By: _____
Mayor

By: _____

Attest:

Its: _____
Title of Representative

By: _____
City Clerk

Date: _____

Date: _____

Countersigned:

City Auditor

Approved as to Form:

City Attorney

TEMPLATE

