



CITY OF DULUTH

REQUEST FOR PROPOSALS FOR

Operation and Maintenance of Indian Point Campground

RFP NUMBER 25-AA14

ISSUED Thursday, April 17, 2025

PROPOSALS DUE Thursday, May 15, 2025 by 3:00 PM

SUBMIT TO

**CITY OF DULUTH
ATTN: PURCHASING DIVISION
CITY HALL, ROOM 120
411 WEST 1ST STREET
DULUTH, MN 55802**

PART I - GENERAL INFORMATION

I-1. Introduction and Project Summary. The City is seeking proposals from interested campground operator candidates willing to enter into an operation and management agreement for the complete operation and maintenance of the Indian Point Campground. The operation and management agreement shall take effect on January 1, 2026 and shall not exceed five (5) years. The City of Duluth (City) seeks an operator who will be diligent in the operation and maintenance of Indian Point Campground and to do those things necessary to provide the camping public an enjoyable camping experience with adequate and proper service at a sustainable price that is comparable with other camping facilities with similar services in Duluth and the surrounding area. Additional detail is provided in **Part IV** of this RFP.

I-2. Calendar of Events. The City will make every effort to adhere to the following schedule:

Activity	Date
Pre-proposal Conference – Optional at 1 pm	April 28
Site Visit – Optional at 3 pm at Indian Point Campground	April 30
Deadline to submit Questions via email to purchasing@duluthmn.gov	May 2
Answers to questions will be posted to the City website no later than this date.	May 8
Proposals must be received in the Purchasing Office by 3:00 PM on this date.	May 15
Interviews tentatively scheduled the week of:	May 27-30

I-3. 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.

I-4. Pre-proposal Conference. The City will hold an optional pre-proposal conference as specified in the Calendar of Events. Interested Bidders can attend via virtual meeting link listed below and on the City's Purchasing site.

[Join Here](#)

I-5. Site Visit. The City will host an optional site visit in person as specified in the Calendar of Events.

I-6. Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at purchasing@duluthmn.gov **no later than** the date indicated on the Calendar of Events. Answers to the questions will be posted as an Addendum to the RFP.

I-7. Addenda to the RFP. If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> . Although an e-mail 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 Sheet attached as Appendix A.

I-8. Proposals. To be considered, hard copies of proposals must arrive at the City on or before the time and date specified in the RFP Calendar of Events. The City will not accept proposals via email or facsimile transmission. 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.

Please submit five (5) paper copy of the Technical Submittal and five (5) paper copy of the Cost Submittal. The Cost Submittal should be in a separate sealed envelope.

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 decision made.

I-9.Small Diverse Business Information. The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers. A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnuccp.metc.state.mn.us/> .

I-10. Agreement. The awarded proposer will be required to sign an agreement with the City. The previous agreement has is attached as appendix C. Questions about the agreement should be submitted to purchasing@duluthmn.gov by the question deadline in the schedule above.

I-11. Award. The agreement award amount will be based on the percentages of revenue sources at the campground. More information is available in section II.V

I-12. Term of Contract. The term of the contract will begin on January 1, 2026 and conclude on December 31, 2030. The selected 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.

I-13. Mandatory Disclosures. By submitting a proposal, each Bidder understands, represents, and acknowledges that:

- A. 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.
- B. 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.
- C. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.
- D. 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 in M.S. 303.03.

I-14. Notification of Selection. Bidders whose proposals are not selected will be notified in writing.

PART II - PROPOSAL REQUIREMENTS

Proposal shall include the following information:

1. Prior experience as a campground operator for similar size and type of campground facility(ies). Include years of experience, roles, responsibilities, work you performed, and work you supervised that was performed by others.
 - a. Three letters from references describing your operational capabilities, experience with your services, and including the name, relationship to applicant, phone number, email address of individual submitting each reference letter. Letters may not be sourced from current City of Duluth employees nor elected officials.

2. Knowledge of the camping industry in the Midwest, including trends applicable to Indian Point Campground.
3. Describe your operations and staffing model to provide high quality customer service for reservations year-round as well as seasonal check in/out, complaints, cleaning, maintenance, site supervision, etc.
 - a. Explain which services will be provided daily, weekly, periodically for in-season and off-season services aligned with information provided Park IV – Project Detail
 - b. Sample Pet Policy and how it will be enforced.
 - c. List of other policies to provide high quality services and experiences at the campground
4. Revenue Share Proposal – Submit in a separate sealed envelope:

The City will consider proposals that offer, at minimum, the following revenue sharing:

- Camping fees** – 35% of total gross revenues in year 1, increase of 1% annually
- Concessions** – 15% of total gross revenues (food, merchandise, equipment rentals, special services, etc)
- All coin operated/card vending** – 25% of total gross revenues
- Special Event fees** – 15% of total gross revenues generated by hosting special events, pavilion rentals, etc.

PART III - CRITERIA FOR SELECTION

The proposals will be reviewed by City Staff. The intent of the selection process is to review proposals and make an award based upon qualifications and potential revenue share with the City as described therein. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which proposals will be judged are:

Qualifications of the Bidder and Personnel	30%
Knowledge and experience of the camping industry	30%
Operations and staffing model	20%
Revenue share proposal	20%

Evaluation worksheet is attached as Appendix E

PART IV – PROJECT DETAIL

A. Brief History of Operations:

Indian Point Campground has been operated as a tourist camp and campground since the mid 1930s. Tourist camp operations were suspended during World War II when

cabins (then on site) served as quarters for the Minnesota Home Guard which was charged with protection and security of the Duluth shipyards during the effort. After WW II, the campground again resumed the role of a tourist camp being operated by the City. In the early 1980's, the campground was operated by the University of Minnesota Duluth as a training opportunity for students.

Since 1987, the campground has been operated by private operators under contract from the City of Duluth. The operator has been responsible for all operations and routine maintenance of the campground to include: grass cutting, maintaining washrooms and shower facilities, taking campground reservations, camper check-ins and checkouts, advertising and marketing, public relations, collection and accurate accounting of all monies generated from camping and concession sales, accurate record keeping, and timely paying of utilities and other invoices. In addition, the operator is responsible for preparation and submission of a monthly financial report to the City's Park and Recreation Division Office along with fees due from camping and concession revenues as determined within the lease agreement.

B. Description of Site and Facilities:

Indian Point Campground is located at 7000 Pulaski Street, Duluth, Minnesota 55807. It is situated on a mostly wooded, elevated peninsula of City-owned property along the St. Louis River and is accessed from Grand Ave. at 75th Ave. West. Waabizheshikana: The Marten Trail is a gravel multi-use pedestrian trail that follows the perimeter of the campground peninsula at the water's edge. Access to the Willard Munger State Trail, a long-distance bituminous bicycle and walking trail, is within 2 blocks; the Lake Superior Zoo is approximately ½ mile away; the Spirit Valley (West Duluth) business district is approximately one mile away; the Spirit Mountain recreation area is just up the hill and the Greater Downtown Duluth/Canal Park area is roughly 6 miles away. Boat launching access to the St. Louis River is approximately 2 miles up river from the campground.

A City-owned and maintained fishing pier is installed along Waabizheshikana and is open to the public as well as campground patrons.

The campground has a total of 76 campsites. See Section K: Current campsite types and rates for details on sites. The access road from Grand Ave. (3 blocks) is bituminous surface to the campground entry and then changes to a compacted crushed limestone gravel surface throughout the campground including each campsite. No fixed improvements like decks, porches, or signs are allowed.

The campground has 3 separate buildings. One building is an office with limited concessions; a second houses bathrooms, showers, and a laundry room; the third is a storage garage. A holding tank disposal station is on site for campground users. A round picnic shelter is also on site. Current washers (3) and dryers (2) are the property of current operators. Future operator will need to have a plan for providing onsite laundry services.

The City wishes to study future improvements to the campground including but not limited to extending more power and hook-ups to more sites and possible replacement of the shower house. Campground revenues will serve as the primary funding source for capital improvements, and additional funding may be sought by the City as well. The operator will be involved in any future study processes and subsequent recommendations. No timeline is presently developed for this scope of work.

C. Dates/Hours of Operation:

Indian Point Campground is shall be operated for the “Summer Season,” which runs from the second weekend in May through the third Sunday in October, unless otherwise directed by the Parks and Recreation Manager. The campground is then closed, gated (Winter Season), and winterized until the start of the next Summer Season.

Daily office hours for the Summer Season are 9:00 am to 9:00 pm. The operator, or a qualified individual, who is responsible to the operator is required to be on site during the Summer Season for daily office hours to be available for camper check-in and checkouts along with performing all routine maintenance as required. In addition, the operator or a qualified individual who is responsible to the operator, must be available on site on a 24 hour/day basis for late night check-in and to provide assistance to campground patrons in need of emergency services.

In recent years, the operator has utilized a campground host model, arranging for a campground host to park their camper or RV unit at the campground in exchange for providing onsite services for the Summer Season.

D. Cleaning and Maintenance

The operator is responsible for the routine maintenance of Indian Point Campground including the ongoing; daily routine cleaning/maintenance of all indoor and outdoor spaces: washrooms, showers, lawn areas, campsites, picnic tables, campfire rings, campground office, etc. Operator is responsible for all grass cutting, trimming, camping leveling, extermination for bugs, spiders, rodents, removal of other pests that may be required, minor plumbing, electrical, carpentry, repairs. The operator is responsible for procuring and providing all necessary materials, equipment, personnel, and/or service providers to perform the cleaning and maintenance duties.

The City is responsible for all non-routine maintenance such as plumbing, electrical, carpentry, tree removal, storm damage, etc. Non-routine maintenance shall be defined as major system replacement items or whole systems, major building/assembly of any fixed asset and upgrades, road repair, locks and key changes, winterizing water systems, etc. As resources and time allow, City may provide road grading services. If not available, operator may contract these to a third party.

E. Site and Building Improvements:

The operator may not make any temporary or permanent improvement to any part of the campground, its buildings, or its facilities without approval from the City's Property and Facilities Manager or designee. A Project Proposal Form and instructions are included in Appendix D. All improvements shall be maintained by operator and, unless otherwise agreed upon in writing, City shall retain ownership of any improvements.

F. Utilities and Supplies:

The operator is expected to furnish all supplies necessary for maintaining safe and sanitary conditions including but not limited to toilet tissue, paper towels, floor detergents, sanitizing and cleaning solutions, and all other supplies necessary for maintaining the washroom facilities, the remainder of the washroom, and the office building in a clean and sanitary manner.

Operator is responsible for all necessary utilities including but not limited to electric service, water service, sewage, telephone, internet, trash and recycling collection, etc.

G. Concessions:

Operator may sell such items as may be necessary and appropriate to serve the camping patrons. Operator must secure all necessary permits and licenses required for sale of food and goods. At no time shall there be sold on the premises by operator or others, with or without operator's consent or knowledge, any items which may be prohibited by law. All applicable sales tax shall be collected and remitted in accordance with the law.

H. Licenses and Permits:

Operator must operate in strict compliance with the laws of the United States of America, State of Minnesota, St. Louis County, City of Duluth, and State and Federal Bureaus. Operator is required to procure and maintain in force throughout each camping season, at Operator cost and expense any license or official permits required for carrying out the activities at Indian Point Campground.

I. Marketing and Advertising:

Operator shall be responsible for all marketing and/or advertising for Indian Point Campground. Operator will be required to utilize appropriate marketing and advertising outlets such as internet, social media, print media, phone book listing, brochures, etc. to maximize the campground's exposure and rental potential. All marketing and advertising shall be at operator cost and expense.

In addition, operator will be responsible for maintaining and updating as necessary an Indian Point Campground website, which shall include at minimum relevant campground information, rates, policies, contact information, area attraction information, and either a reservation system or contact information and instructions for how to make

reservations. Information on this website can only relate to the campground itself, with the exception of links to area attractions.

J. Pet Policy

Pets are welcomed at the campground. However, it will be the responsibility of the operator to write a comprehensive policy for expectations of pet owners so as not to infringe on the camping experience of others. The policy shall align with the City of Duluth ordinances, be part of the submitted proposal, and will be evaluated according owner responsibilities and how problematic issues are addressed. This policy must be distributed to campers upon arrival, posted on the campground website, and displayed at the registration area. Violations to the policy must be addressed in a timely manner to remedy any pet/owner problems.

K. Sample Range for Campsite Rates

Campsite Type	Quantity	Daily Rate	Weekly Rate
Full Hook Up (water, electric sewer)	7	\$55-69	\$330-414
Water and Electric	23	\$50-63	\$300-378
Electric	20	\$45-57	\$270-342
Tent/Non-hookup	26	\$40-50	\$240-300
Additional Tent	Within a reserved site	\$18-23	\$108-138

Operator may increase annual rates based upon area market trends and supply and demand, including dynamic pricing models, which is why sample ranges are shown in the table above.

L. Prior Revenue Share to City

	2021	2022	2023	2024
Camping Fees & Deposits 30-33%	\$90,849.63	\$91,654.70	\$108,281.91	\$111,141.58
Non-Coin Concessions 15%	\$4,735.89	\$6,131.55	\$ 6,392.55	\$6,319.21
Boat Rentals 15%	\$219.30	\$89.10	\$ -	\$ -
Coin-operated vending 25%	\$190.07	\$121.38	\$219.00	\$181.12
Total	\$95,994.89	\$97,996.73	\$114,893.46	\$117,641.91

M. Occupancy Reports for 2023 and 2024
See Appendix B

**APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 25-AA14**

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

Occupancy Report (as of 4/14/2025)

	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Average
Site-1	54.8%	86.7%	100.0%	93.5%	93.3%	66.7%	83.2%
Site-2	38.7%	73.3%	100.0%	96.8%	96.7%	90.5%	82.2%
Site-3	64.5%	96.7%	96.8%	100.0%	93.3%	81.0%	89.1%
Site-4	38.7%	100.0%	100.0%	93.5%	100.0%	76.2%	85.1%
Site-5	67.7%	96.7%	96.8%	83.9%	100.0%	81.0%	87.9%
Site-6	48.4%	83.3%	100.0%	87.1%	96.7%	90.5%	83.9%
Site-7	64.5%	86.7%	96.8%	93.5%	83.3%	90.5%	85.6%
Site-8A	6.5%	43.3%	77.4%	61.3%	53.3%	38.1%	47.1%
Site-9	12.9%	53.3%	87.1%	83.9%	50.0%	47.6%	56.3%
Site-10	6.5%	53.3%	67.7%	77.4%	56.7%	33.3%	50.0%
Site-10A	64.5%	70.0%	93.5%	90.3%	93.3%	57.1%	79.3%
Site-11	9.7%	20.0%	45.2%	38.7%	30.0%	4.8%	25.9%
Site-12	12.9%	26.7%	71.0%	48.4%	63.3%	52.4%	45.4%
Site-13	9.7%	20.0%	51.6%	45.2%	43.3%	33.3%	33.9%
Site-14	9.7%	26.7%	45.2%	45.2%	36.7%	20.0%	31.2%
Site-15	9.7%	16.7%	48.4%	35.5%	46.7%	38.1%	32.2%
Site-16	6.5%	16.7%	45.2%	41.9%	30.0%	23.8%	27.6%
Site-17	3.2%	23.3%	48.4%	71.0%	50.0%	66.7%	42.5%
Site-18	6.5%	33.3%	77.4%	77.4%	56.7%	28.6%	47.7%
Site-19	48.4%	73.3%	90.3%	96.8%	73.3%	61.9%	74.7%
Site-20	25.8%	73.3%	87.1%	83.9%	53.3%	33.3%	60.9%
Site-21	16.1%	66.7%	74.2%	66.7%	40.0%	38.1%	50.9%
Site-22	9.7%	46.7%	58.1%	64.5%	50.0%	28.6%	43.7%
Site-23	9.7%	30.0%	54.8%	29.0%	30.0%	4.8%	27.6%
Site-24	12.9%	43.3%	54.8%	48.4%	30.0%	33.3%	37.4%
Site-25	9.7%	60.0%	67.7%	83.9%	100.0%	52.4%	62.6%
Site-26	6.5%	23.3%	38.7%	29.0%	33.3%	38.1%	27.6%
Site-27	9.7%	53.3%	38.7%	29.0%	26.7%	14.3%	29.3%
Site-28	9.7%	26.7%	51.6%	32.3%	23.3%	28.6%	28.7%
Site-29	9.7%	43.3%	35.5%	25.8%	26.7%	14.3%	26.4%
Site-30	9.7%	23.3%	45.2%	45.2%	43.3%	23.8%	32.2%
Site-31	19.4%	73.3%	80.6%	90.3%	76.7%	42.9%	64.9%
Site-32	19.4%	56.7%	74.2%	64.5%	66.7%	52.4%	55.7%
Site-33	19.4%	60.0%	93.5%	83.3%	83.3%	38.1%	64.2%
Site-34	9.7%	53.3%	80.6%	71.0%	73.3%	33.3%	54.6%
Site-35	22.6%	43.3%	71.0%	41.9%	33.3%	61.9%	44.8%
Site-36	12.9%	43.3%	74.2%	74.2%	50.0%	61.9%	52.3%
Site-36A	6.5%	43.3%	51.6%	38.7%	36.7%	19.0%	33.3%
Site-37	3.2%	43.3%	51.6%	51.6%	43.3%	19.0%	36.2%
Site-39	38.7%	70.0%	87.1%	87.1%	65.5%	47.6%	67.1%
Site-40	12.9%	43.3%	83.3%	64.5%	53.3%	38.1%	49.7%
Site-40A	0.0%	0.0%	0.0%	0.0%	3.3%	0.0%	0.6%
Site-41	12.9%	40.0%	67.7%	38.7%	40.0%	14.3%	36.8%
Site-42	9.7%	56.7%	80.6%	77.4%	76.7%	42.9%	58.0%
Site-43	38.7%	66.7%	90.3%	96.8%	83.3%	47.6%	71.8%
Site-43A	3.2%	33.3%	38.7%	41.9%	70.0%	0.0%	32.8%
Site-44	29.0%	73.3%	93.5%	87.1%	80.0%	66.7%	71.8%
Site-45	9.7%	60.0%	96.8%	90.3%	53.3%	57.1%	61.5%

Appendix B

Occupancy Report (as of 4/14/2025)

	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Average
Site-45	9.7%	60.0%	96.8%	90.3%	53.3%	57.1%	61.5%
Site-46	25.8%	60.0%	96.8%	90.3%	80.0%	33.3%	66.1%
Site-47	32.3%	96.7%	80.6%	100.0%	86.7%	52.4%	75.9%
Site-48	22.6%	70.0%	83.9%	90.3%	70.0%	57.1%	66.1%
Site-49	29.0%	80.0%	96.8%	100.0%	63.3%	66.7%	73.0%
Site-50	29.0%	86.7%	93.5%	80.6%	60.0%	52.4%	67.8%
Site-51	38.7%	83.3%	100.0%	96.8%	90.0%	66.7%	79.9%
Site-52	0.0%	43.3%	29.0%	22.6%	36.7%	0.0%	23.0%
Site-53	58.1%	90.0%	90.3%	90.3%	96.7%	81.0%	84.5%
Site-54A	29.0%	63.3%	71.0%	61.3%	34.5%	33.3%	49.7%
Site-54B	32.3%	40.0%	70.0%	51.6%	60.0%	23.8%	47.4%
Site-54C	12.9%	33.3%	67.7%	35.5%	36.7%	19.0%	35.1%
Site-55	16.1%	46.7%	64.5%	67.7%	46.7%	19.0%	44.8%
Site-56	29.0%	75.9%	90.3%	87.1%	83.3%	61.9%	71.7%
Site-57	38.7%	56.7%	80.6%	90.3%	56.7%	47.6%	62.6%
Site-58	32.3%	66.7%	90.3%	64.5%	63.3%	57.1%	62.6%
Site-59	54.8%	80.0%	80.6%	96.8%	80.0%	66.7%	77.0%
Site-60	38.7%	83.3%	100.0%	87.1%	93.3%	47.6%	76.4%
Site-61	19.4%	55.2%	90.3%	77.4%	53.3%	47.6%	57.8%
Site-62	0.0%	13.3%	22.6%	25.8%	20.0%	0.0%	14.4%
Site-63	35.5%	73.3%	90.3%	74.2%	73.3%	47.6%	66.7%
Site-64	6.5%	30.0%	41.9%	48.4%	10.3%	19.0%	26.6%
Site-65	33.3%	73.3%	90.3%	93.5%	83.3%	52.4%	72.3%
Site-66	29.0%	73.3%	80.6%	77.4%	56.7%	52.4%	62.1%
Site-67	12.9%	43.3%	100.0%	67.7%	63.3%	28.6%	54.0%
Site-68	9.7%	63.3%	74.2%	48.4%	36.7%	14.3%	42.5%
Site-69	6.5%	26.7%	74.2%	51.6%	43.3%	23.8%	38.5%
Site-70	3.3%	40.0%	71.0%	35.5%	33.3%	14.3%	34.1%
Site-71	6.7%	33.3%	77.4%	38.7%	36.7%	14.3%	35.8%
Site-72	0.0%	13.3%	41.9%	12.9%	16.7%	0.0%	14.9%
Site-73	3.2%	6.7%	35.5%	77.4%	13.3%	0.0%	24.1%
Site-74	9.7%	36.7%	80.6%	61.3%	36.7%	28.6%	43.1%
Site-75	6.5%	36.7%	58.1%	32.3%	34.5%	9.5%	30.6%
Site-76	38.7%	73.3%	80.6%	77.4%	24.1%	9.5%	53.2%
Pavillion	0.0%	0.0%	3.2%	0.0%	6.7%	0.0%	1.7%
Emergency Spot	0.0%	0.0%	0.0%	0.0%	6.7%	0.0%	1.1%
(No Site)	—	—	—	—	—	—	—
Average:	20.8%	51.8%	70.6%	64.0%	55.2%	38.3%	50.8%

Occupancy Report (as of 4/14/2025)

	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Tot / Poss
Site-1	17 / 31	26 / 30	30 / 30	29 / 31	28 / 30	14 / 21	144 / 173
Site-2	12 / 31	22 / 30	31 / 31	30 / 31	29 / 30	19 / 21	143 / 174
Site-3	20 / 31	29 / 30	30 / 31	31 / 31	28 / 30	17 / 21	155 / 174
Site-4	12 / 31	30 / 30	31 / 31	29 / 31	30 / 30	16 / 21	148 / 174
Site-5	21 / 31	29 / 30	30 / 31	26 / 31	30 / 30	17 / 21	153 / 174
Site-6	15 / 31	25 / 30	31 / 31	27 / 31	29 / 30	19 / 21	146 / 174
Site-7	20 / 31	26 / 30	30 / 31	29 / 31	25 / 30	19 / 21	149 / 174
Site-8A	2 / 31	13 / 30	24 / 31	19 / 31	16 / 30	8 / 21	82 / 174
Site-9	4 / 31	16 / 30	27 / 31	26 / 31	15 / 30	10 / 21	98 / 174
Site-10	2 / 31	16 / 30	21 / 31	24 / 31	17 / 30	7 / 21	87 / 174
Site-10A	20 / 31	21 / 30	29 / 31	28 / 31	28 / 30	12 / 21	138 / 174
Site-11	3 / 31	6 / 30	14 / 31	12 / 31	9 / 30	1 / 21	45 / 174
Site-12	4 / 31	8 / 30	22 / 31	15 / 31	19 / 30	11 / 21	79 / 174
Site-13	3 / 31	6 / 30	16 / 31	14 / 31	13 / 30	7 / 21	59 / 174
Site-14	3 / 31	8 / 30	14 / 31	14 / 31	11 / 30	4 / 20	54 / 173
Site-15	3 / 31	5 / 30	15 / 31	11 / 31	14 / 30	8 / 21	56 / 174
Site-16	2 / 31	5 / 30	14 / 31	13 / 31	9 / 30	5 / 21	48 / 174
Site-17	1 / 31	7 / 30	15 / 31	22 / 31	15 / 30	14 / 21	74 / 174
Site-18	2 / 31	10 / 30	24 / 31	24 / 31	17 / 30	6 / 21	83 / 174
Site-19	15 / 31	22 / 30	28 / 31	30 / 31	22 / 30	13 / 21	130 / 174
Site-20	8 / 31	22 / 30	27 / 31	26 / 31	16 / 30	7 / 21	106 / 174
Site-21	5 / 31	20 / 30	23 / 31	20 / 30	12 / 30	8 / 21	88 / 173
Site-22	3 / 31	14 / 30	18 / 31	20 / 31	15 / 30	6 / 21	76 / 174
Site-23	3 / 31	9 / 30	17 / 31	9 / 31	9 / 30	1 / 21	48 / 174
Site-24	4 / 31	13 / 30	17 / 31	15 / 31	9 / 30	7 / 21	65 / 174
Site-25	3 / 31	18 / 30	21 / 31	26 / 31	30 / 30	11 / 21	109 / 174
Site-26	2 / 31	7 / 30	12 / 31	9 / 31	10 / 30	8 / 21	48 / 174
Site-27	3 / 31	16 / 30	12 / 31	9 / 31	8 / 30	3 / 21	51 / 174
Site-28	3 / 31	8 / 30	16 / 31	10 / 31	7 / 30	6 / 21	50 / 174
Site-29	3 / 31	13 / 30	11 / 31	8 / 31	8 / 30	3 / 21	46 / 174
Site-30	3 / 31	7 / 30	14 / 31	14 / 31	13 / 30	5 / 21	56 / 174
Site-31	6 / 31	22 / 30	25 / 31	28 / 31	23 / 30	9 / 21	113 / 174
Site-32	6 / 31	17 / 30	23 / 31	20 / 31	20 / 30	11 / 21	97 / 174
Site-33	6 / 31	18 / 30	29 / 31	25 / 30	25 / 30	8 / 21	111 / 173
Site-34	3 / 31	16 / 30	25 / 31	22 / 31	22 / 30	7 / 21	95 / 174
Site-35	7 / 31	13 / 30	22 / 31	13 / 31	10 / 30	13 / 21	78 / 174
Site-36	4 / 31	13 / 30	23 / 31	23 / 31	15 / 30	13 / 21	91 / 174
Site-36A	2 / 31	13 / 30	16 / 31	12 / 31	11 / 30	4 / 21	58 / 174
Site-37	1 / 31	13 / 30	16 / 31	16 / 31	13 / 30	4 / 21	63 / 174
Site-39	12 / 31	21 / 30	27 / 31	27 / 31	19 / 29	10 / 21	116 / 173
Site-40	4 / 31	13 / 30	25 / 30	20 / 31	16 / 30	8 / 21	86 / 173
Site-40A	0 / 29	0 / 28	0 / 31	0 / 31	1 / 30	0 / 21	1 / 170
Site-41	4 / 31	12 / 30	21 / 31	12 / 31	12 / 30	3 / 21	64 / 174
Site-42	3 / 31	17 / 30	25 / 31	24 / 31	23 / 30	9 / 21	101 / 174
Site-43	12 / 31	20 / 30	28 / 31	30 / 31	25 / 30	10 / 21	125 / 174
Site-43A	1 / 31	10 / 30	12 / 31	13 / 31	21 / 30	0 / 21	57 / 174
Site-44	9 / 31	22 / 30	29 / 31	27 / 31	24 / 30	14 / 21	125 / 174
Site-45	3 / 31	18 / 30	30 / 31	28 / 31	16 / 30	12 / 21	107 / 174

Occupancy Report (as of 4/14/2025)

	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Tot / Poss
Site-45	3 / 31	18 / 30	30 / 31	28 / 31	16 / 30	12 / 21	107 / 174
Site-46	8 / 31	18 / 30	30 / 31	28 / 31	24 / 30	7 / 21	115 / 174
Site-47	10 / 31	29 / 30	25 / 31	31 / 31	26 / 30	11 / 21	132 / 174
Site-48	7 / 31	21 / 30	26 / 31	28 / 31	21 / 30	12 / 21	115 / 174
Site-49	9 / 31	24 / 30	30 / 31	31 / 31	19 / 30	14 / 21	127 / 174
Site-50	9 / 31	26 / 30	29 / 31	25 / 31	18 / 30	11 / 21	118 / 174
Site-51	12 / 31	25 / 30	31 / 31	30 / 31	27 / 30	14 / 21	139 / 174
Site-52	0 / 31	13 / 30	9 / 31	7 / 31	11 / 30	0 / 21	40 / 174
Site-53	18 / 31	27 / 30	28 / 31	28 / 31	29 / 30	17 / 21	147 / 174
Site-54A	9 / 31	19 / 30	22 / 31	19 / 31	10 / 29	7 / 21	86 / 173
Site-54B	10 / 31	12 / 30	21 / 30	16 / 31	18 / 30	5 / 21	82 / 173
Site-54C	4 / 31	10 / 30	21 / 31	11 / 31	11 / 30	4 / 21	61 / 174
Site-55	5 / 31	14 / 30	20 / 31	21 / 31	14 / 30	4 / 21	78 / 174
Site-56	9 / 31	22 / 29	28 / 31	27 / 31	25 / 30	13 / 21	124 / 173
Site-57	12 / 31	17 / 30	25 / 31	28 / 31	17 / 30	10 / 21	109 / 174
Site-58	10 / 31	20 / 30	28 / 31	20 / 31	19 / 30	12 / 21	109 / 174
Site-59	17 / 31	24 / 30	25 / 31	30 / 31	24 / 30	14 / 21	134 / 174
Site-60	12 / 31	25 / 30	31 / 31	27 / 31	28 / 30	10 / 21	133 / 174
Site-61	6 / 31	16 / 29	28 / 31	24 / 31	16 / 30	10 / 21	100 / 173
Site-62	0 / 31	4 / 30	7 / 31	8 / 31	6 / 30	0 / 21	25 / 174
Site-63	11 / 31	22 / 30	28 / 31	23 / 31	22 / 30	10 / 21	116 / 174
Site-64	2 / 31	9 / 30	13 / 31	15 / 31	3 / 29	4 / 21	46 / 173
Site-65	10 / 30	22 / 30	28 / 31	29 / 31	25 / 30	11 / 21	125 / 173
Site-66	9 / 31	22 / 30	25 / 31	24 / 31	17 / 30	11 / 21	108 / 174
Site-67	4 / 31	13 / 30	31 / 31	21 / 31	19 / 30	6 / 21	94 / 174
Site-68	3 / 31	19 / 30	23 / 31	15 / 31	11 / 30	3 / 21	74 / 174
Site-69	2 / 31	8 / 30	23 / 31	16 / 31	13 / 30	5 / 21	67 / 174
Site-70	1 / 30	12 / 30	22 / 31	11 / 31	10 / 30	3 / 21	59 / 173
Site-71	2 / 30	10 / 30	24 / 31	12 / 31	11 / 30	3 / 21	62 / 173
Site-72	0 / 31	4 / 30	13 / 31	4 / 31	5 / 30	0 / 21	26 / 174
Site-73	1 / 31	2 / 30	11 / 31	24 / 31	4 / 30	0 / 21	42 / 174
Site-74	3 / 31	11 / 30	25 / 31	19 / 31	11 / 30	6 / 21	75 / 174
Site-75	2 / 31	11 / 30	18 / 31	10 / 31	10 / 29	2 / 21	53 / 173
Site-76	12 / 31	22 / 30	25 / 31	24 / 31	7 / 29	2 / 21	92 / 173
Pavillion	0 / 31	0 / 30	1 / 31	0 / 31	2 / 30	0 / 21	3 / 174
Emergency Spot	0 / 31	0 / 30	0 / 31	0 / 31	2 / 30	0 / 21	2 / 174
(No Site)	--	--	--	--	--	--	--
Tot / Poss:	533 / 2568	1288 / 2486	1814 / 2570	1645 / 2571	1372 / 2485	668 / 1742	7320 / 14422

Occupancy Report (as of 4/14/2025)

	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Average
Site-1	67.7%	83.3%	96.8%	100.0%	96.7%	94.7%	89.5%
Site-2	71.0%	86.7%	93.5%	93.5%	96.7%	94.7%	89.0%
Site-3	54.8%	83.3%	96.8%	100.0%	93.3%	94.7%	86.6%
Site-4	83.9%	93.3%	96.8%	96.8%	90.0%	100.0%	93.0%
Site-5	77.4%	93.3%	100.0%	96.8%	100.0%	100.0%	94.2%
Site-6	80.6%	100.0%	93.5%	96.8%	100.0%	94.7%	94.2%
Site-7	54.8%	80.0%	96.8%	93.5%	86.7%	78.9%	82.0%
Site-8A	16.1%	26.7%	45.2%	67.7%	83.3%	36.8%	46.5%
Site-9	9.7%	43.3%	80.0%	100.0%	56.7%	47.4%	56.7%
Site-10	9.7%	40.0%	87.1%	48.4%	56.7%	47.4%	48.3%
Site-10A	48.4%	93.3%	87.1%	93.5%	76.7%	57.9%	77.3%
Site-11	9.7%	30.0%	51.6%	48.4%	100.0%	100.0%	53.5%
Site-12	9.7%	20.0%	61.3%	64.5%	36.7%	84.2%	43.6%
Site-13	6.5%	16.7%	58.1%	45.2%	26.7%	21.1%	29.7%
Site-14	19.4%	16.7%	48.4%	48.4%	33.3%	52.6%	35.5%
Site-15	9.7%	20.0%	32.3%	61.3%	25.0%	42.1%	31.2%
Site-16	9.7%	13.3%	29.0%	38.7%	36.7%	21.1%	25.0%
Site-17	9.7%	26.7%	32.3%	71.0%	23.3%	42.1%	33.7%
Site-18	19.4%	33.3%	41.9%	48.4%	43.3%	26.3%	36.0%
Site-19	45.2%	86.7%	87.1%	83.9%	83.3%	36.8%	72.7%
Site-20	25.8%	40.0%	71.0%	80.6%	80.0%	57.9%	59.3%
Site-21	16.7%	26.7%	67.7%	71.0%	50.0%	36.8%	45.6%
Site-22	22.6%	33.3%	51.6%	60.0%	40.0%	36.8%	40.9%
Site-23	16.1%	46.7%	64.5%	48.4%	30.0%	36.8%	40.7%
Site-24	29.0%	50.0%	58.1%	67.7%	43.3%	36.8%	48.3%
Site-25	41.9%	26.7%	67.7%	74.2%	60.0%	36.8%	52.3%
Site-26	9.7%	20.0%	29.0%	32.3%	40.0%	21.1%	25.6%
Site-27	9.7%	20.0%	41.9%	29.0%	26.7%	21.1%	25.0%
Site-28	0.0%	16.7%	32.3%	48.4%	23.3%	21.1%	23.8%
Site-29	9.7%	3.3%	38.7%	32.3%	16.7%	10.5%	19.2%
Site-30	9.7%	23.3%	32.3%	35.5%	16.7%	21.1%	23.3%
Site-31	29.0%	60.0%	77.4%	96.8%	66.7%	100.0%	69.8%
Site-32	19.4%	40.0%	58.1%	51.6%	53.3%	21.1%	41.9%
Site-33	29.0%	46.7%	96.8%	67.7%	70.0%	100.0%	66.3%
Site-34	16.1%	66.7%	90.3%	67.7%	46.7%	47.4%	56.4%
Site-35	12.9%	43.3%	74.2%	50.0%	46.7%	36.8%	44.4%
Site-36	38.7%	56.7%	48.4%	54.8%	36.7%	63.2%	48.8%
Site-36A	0.0%	26.7%	32.3%	45.2%	33.3%	21.1%	26.7%
Site-37	12.9%	30.0%	41.9%	48.4%	40.0%	31.6%	34.3%
Site-39	22.6%	60.0%	93.5%	90.3%	83.3%	63.2%	69.2%
Site-40	19.4%	26.7%	58.1%	54.8%	36.7%	26.3%	37.8%
Site-40A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Site-41	22.6%	36.7%	35.5%	71.0%	50.0%	36.8%	42.4%
Site-42	19.4%	43.3%	67.7%	45.2%	60.0%	10.5%	43.0%
Site-43	38.7%	73.3%	93.5%	96.8%	96.7%	89.5%	80.8%
Site-43A	0.0%	0.0%	3.4%	6.5%	0.0%	0.0%	1.8%
Site-44	29.0%	66.7%	90.3%	90.3%	73.3%	42.1%	66.9%
Site-45	25.8%	60.0%	67.7%	80.6%	73.3%	31.6%	58.1%

Occupancy Report (as of 4/14/2025)

	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Average
Site-45	25.8%	60.0%	67.7%	80.6%	73.3%	31.6%	58.1%
Site-46	32.3%	70.0%	90.3%	87.1%	86.7%	68.4%	72.7%
Site-47	35.5%	60.0%	83.9%	93.5%	83.3%	78.9%	72.1%
Site-48	29.0%	63.3%	83.9%	83.9%	60.0%	63.2%	64.0%
Site-49	29.0%	66.7%	87.1%	90.3%	76.7%	42.1%	66.9%
Site-50	22.6%	73.3%	77.4%	71.0%	60.0%	73.7%	62.2%
Site-51	38.7%	73.3%	100.0%	96.8%	90.0%	89.5%	80.8%
Site-52	22.6%	23.3%	9.7%	16.1%	16.7%	0.0%	15.7%
Site-53	74.2%	96.7%	90.3%	96.8%	100.0%	84.2%	90.7%
Site-54A	22.6%	43.3%	48.4%	54.8%	63.3%	52.6%	47.1%
Site-54B	9.7%	40.0%	48.4%	51.6%	46.7%	42.1%	39.5%
Site-54C	9.7%	20.0%	38.7%	35.5%	23.3%	26.3%	25.6%
Site-55	12.9%	20.0%	45.2%	41.9%	36.7%	26.3%	30.8%
Site-56	35.5%	70.0%	83.9%	93.5%	83.3%	94.7%	75.6%
Site-57	38.7%	60.0%	77.4%	90.3%	50.0%	73.7%	64.5%
Site-58	25.8%	96.7%	80.6%	90.3%	73.3%	73.7%	73.3%
Site-59	54.8%	90.0%	87.1%	77.4%	73.3%	68.4%	75.6%
Site-60	54.8%	76.7%	96.8%	87.1%	76.7%	68.4%	77.3%
Site-61	25.8%	36.7%	74.2%	80.6%	53.3%	52.6%	54.1%
Site-62	0.0%	0.0%	0.0%	6.5%	3.3%	31.6%	5.2%
Site-63	32.3%	63.3%	77.4%	71.0%	66.7%	42.1%	59.9%
Site-64	0.0%	0.0%	25.8%	9.7%	0.0%	15.8%	8.2%
Site-65	61.3%	70.0%	80.6%	87.1%	80.0%	52.6%	73.3%
Site-66	58.1%	66.7%	64.5%	90.3%	66.7%	57.9%	68.0%
Site-67	32.3%	56.7%	74.2%	71.0%	60.0%	52.6%	58.1%
Site-68	12.9%	6.7%	51.6%	38.7%	33.3%	36.8%	29.7%
Site-69	19.4%	26.7%	51.6%	45.2%	26.7%	26.3%	33.1%
Site-70	0.0%	16.7%	32.3%	41.9%	26.7%	42.1%	25.6%
Site-71	22.6%	40.0%	54.8%	54.8%	30.0%	10.5%	37.2%
Site-72	0.0%	0.0%	9.7%	6.5%	0.0%	5.3%	3.5%
Site-73	0.0%	0.0%	3.2%	3.2%	3.3%	5.3%	2.3%
Site-74	9.7%	23.3%	64.5%	51.6%	50.0%	31.6%	39.0%
Site-75	0.0%	16.7%	32.3%	41.9%	26.7%	21.1%	23.3%
Site-76	12.9%	26.7%	51.6%	74.2%	53.3%	42.1%	43.6%
Pavillion	0.0%	6.7%	0.0%	0.0%	0.0%	0.0%	1.2%
Emergency Spot	0.0%	0.0%	0.0%	0.0%	0.0%	10.5%	1.2%
(No Site)	—	—	—	—	—	—	—
Average:	25.0%	43.8%	60.0%	61.8%	52.0%	46.9%	48.3%

Occupancy Report (as of 4/14/2025)

	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Tot / Poss
Site-1	21 / 31	25 / 30	30 / 31	31 / 31	29 / 30	18 / 19	154 / 172
Site-2	22 / 31	26 / 30	29 / 31	29 / 31	29 / 30	18 / 19	153 / 172
Site-3	17 / 31	25 / 30	30 / 31	31 / 31	28 / 30	18 / 19	149 / 172
Site-4	26 / 31	28 / 30	30 / 31	30 / 31	27 / 30	19 / 19	160 / 172
Site-5	24 / 31	28 / 30	31 / 31	30 / 31	30 / 30	19 / 19	162 / 172
Site-6	25 / 31	30 / 30	29 / 31	30 / 31	30 / 30	18 / 19	162 / 172
Site-7	17 / 31	24 / 30	30 / 31	29 / 31	26 / 30	15 / 19	141 / 172
Site-8A	5 / 31	8 / 30	14 / 31	21 / 31	25 / 30	7 / 19	80 / 172
Site-9	3 / 31	13 / 30	24 / 30	31 / 31	17 / 30	9 / 19	97 / 171
Site-10	3 / 31	12 / 30	27 / 31	15 / 31	17 / 30	9 / 19	83 / 172
Site-10A	15 / 31	28 / 30	27 / 31	29 / 31	23 / 30	11 / 19	133 / 172
Site-11	3 / 31	9 / 30	16 / 31	15 / 31	30 / 30	19 / 19	92 / 172
Site-12	3 / 31	6 / 30	19 / 31	20 / 31	11 / 30	16 / 19	75 / 172
Site-13	2 / 31	5 / 30	18 / 31	14 / 31	8 / 30	4 / 19	51 / 172
Site-14	6 / 31	5 / 30	15 / 31	15 / 31	10 / 30	10 / 19	61 / 172
Site-15	3 / 31	6 / 30	10 / 31	19 / 31	7 / 28	8 / 19	53 / 170
Site-16	3 / 31	4 / 30	9 / 31	12 / 31	11 / 30	4 / 19	43 / 172
Site-17	3 / 31	8 / 30	10 / 31	22 / 31	7 / 30	8 / 19	58 / 172
Site-18	6 / 31	10 / 30	13 / 31	15 / 31	13 / 30	5 / 19	62 / 172
Site-19	14 / 31	26 / 30	27 / 31	26 / 31	25 / 30	7 / 19	125 / 172
Site-20	8 / 31	12 / 30	22 / 31	25 / 31	24 / 30	11 / 19	102 / 172
Site-21	5 / 30	8 / 30	21 / 31	22 / 31	15 / 30	7 / 19	78 / 171
Site-22	7 / 31	10 / 30	16 / 31	18 / 30	12 / 30	7 / 19	70 / 171
Site-23	5 / 31	14 / 30	20 / 31	15 / 31	9 / 30	7 / 19	70 / 172
Site-24	9 / 31	15 / 30	18 / 31	21 / 31	13 / 30	7 / 19	83 / 172
Site-25	13 / 31	8 / 30	21 / 31	23 / 31	18 / 30	7 / 19	90 / 172
Site-26	3 / 31	6 / 30	9 / 31	10 / 31	12 / 30	4 / 19	44 / 172
Site-27	3 / 31	6 / 30	13 / 31	9 / 31	8 / 30	4 / 19	43 / 172
Site-28	0 / 31	5 / 30	10 / 31	15 / 31	7 / 30	4 / 19	41 / 172
Site-29	3 / 31	1 / 30	12 / 31	10 / 31	5 / 30	2 / 19	33 / 172
Site-30	3 / 31	7 / 30	10 / 31	11 / 31	5 / 30	4 / 19	40 / 172
Site-31	9 / 31	18 / 30	24 / 31	30 / 31	20 / 30	19 / 19	120 / 172
Site-32	6 / 31	12 / 30	18 / 31	16 / 31	16 / 30	4 / 19	72 / 172
Site-33	9 / 31	14 / 30	30 / 31	21 / 31	21 / 30	19 / 19	114 / 172
Site-34	5 / 31	20 / 30	28 / 31	21 / 31	14 / 30	9 / 19	97 / 172
Site-35	4 / 31	13 / 30	23 / 31	15 / 30	14 / 30	7 / 19	76 / 171
Site-36	12 / 31	17 / 30	15 / 31	17 / 31	11 / 30	12 / 19	84 / 172
Site-36A	0 / 31	8 / 30	10 / 31	14 / 31	10 / 30	4 / 19	46 / 172
Site-37	4 / 31	9 / 30	13 / 31	15 / 31	12 / 30	6 / 19	59 / 172
Site-39	7 / 31	18 / 30	29 / 31	28 / 31	25 / 30	12 / 19	119 / 172
Site-40	6 / 31	8 / 30	18 / 31	17 / 31	11 / 30	5 / 19	65 / 172
Site-40A	0 / 31	0 / 30	0 / 31	0 / 31	0 / 30	0 / 19	0 / 172
Site-41	7 / 31	11 / 30	11 / 31	22 / 31	15 / 30	7 / 19	73 / 172
Site-42	6 / 31	13 / 30	21 / 31	14 / 31	18 / 30	2 / 19	74 / 172
Site-43	12 / 31	22 / 30	29 / 31	30 / 31	29 / 30	17 / 19	139 / 172
Site-43A	0 / 31	0 / 30	1 / 29	2 / 31	0 / 30	0 / 19	3 / 170
Site-44	9 / 31	20 / 30	28 / 31	28 / 31	22 / 30	8 / 19	115 / 172
Site-45	8 / 31	18 / 30	21 / 31	25 / 31	22 / 30	6 / 19	100 / 172

Occupancy Report (as of 4/14/2025)

	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Tot / Poss
Site-45	8 / 31	18 / 30	21 / 31	25 / 31	22 / 30	6 / 19	100 / 172
Site-46	10 / 31	21 / 30	28 / 31	27 / 31	26 / 30	13 / 19	125 / 172
Site-47	11 / 31	18 / 30	26 / 31	29 / 31	25 / 30	15 / 19	124 / 172
Site-48	9 / 31	19 / 30	26 / 31	26 / 31	18 / 30	12 / 19	110 / 172
Site-49	9 / 31	20 / 30	27 / 31	28 / 31	23 / 30	8 / 19	115 / 172
Site-50	7 / 31	22 / 30	24 / 31	22 / 31	18 / 30	14 / 19	107 / 172
Site-51	12 / 31	22 / 30	31 / 31	30 / 31	27 / 30	17 / 19	139 / 172
Site-52	7 / 31	7 / 30	3 / 31	5 / 31	5 / 30	0 / 19	27 / 172
Site-53	23 / 31	29 / 30	28 / 31	30 / 31	30 / 30	16 / 19	156 / 172
Site-54A	7 / 31	13 / 30	15 / 31	17 / 31	19 / 30	10 / 19	81 / 172
Site-54B	3 / 31	12 / 30	15 / 31	16 / 31	14 / 30	8 / 19	68 / 172
Site-54C	3 / 31	6 / 30	12 / 31	11 / 31	7 / 30	5 / 19	44 / 172
Site-55	4 / 31	6 / 30	14 / 31	13 / 31	11 / 30	5 / 19	53 / 172
Site-56	11 / 31	21 / 30	26 / 31	29 / 31	25 / 30	18 / 19	130 / 172
Site-57	12 / 31	18 / 30	24 / 31	28 / 31	15 / 30	14 / 19	111 / 172
Site-58	8 / 31	29 / 30	25 / 31	28 / 31	22 / 30	14 / 19	126 / 172
Site-59	17 / 31	27 / 30	27 / 31	24 / 31	22 / 30	13 / 19	130 / 172
Site-60	17 / 31	23 / 30	30 / 31	27 / 31	23 / 30	13 / 19	133 / 172
Site-61	8 / 31	11 / 30	23 / 31	25 / 31	16 / 30	10 / 19	93 / 172
Site-62	0 / 31	0 / 30	0 / 31	2 / 31	1 / 30	6 / 19	9 / 172
Site-63	10 / 31	19 / 30	24 / 31	22 / 31	20 / 30	8 / 19	103 / 172
Site-64	0 / 31	0 / 29	8 / 31	3 / 31	0 / 30	3 / 19	14 / 171
Site-65	19 / 31	21 / 30	25 / 31	27 / 31	24 / 30	10 / 19	126 / 172
Site-66	18 / 31	20 / 30	20 / 31	28 / 31	20 / 30	11 / 19	117 / 172
Site-67	10 / 31	17 / 30	23 / 31	22 / 31	18 / 30	10 / 19	100 / 172
Site-68	4 / 31	2 / 30	16 / 31	12 / 31	10 / 30	7 / 19	51 / 172
Site-69	6 / 31	8 / 30	16 / 31	14 / 31	8 / 30	5 / 19	57 / 172
Site-70	0 / 31	5 / 30	10 / 31	13 / 31	8 / 30	8 / 19	44 / 172
Site-71	7 / 31	12 / 30	17 / 31	17 / 31	9 / 30	2 / 19	64 / 172
Site-72	0 / 31	0 / 30	3 / 31	2 / 31	0 / 30	1 / 19	6 / 172
Site-73	0 / 31	0 / 30	1 / 31	1 / 31	1 / 30	1 / 19	4 / 172
Site-74	3 / 31	7 / 30	20 / 31	16 / 31	15 / 30	6 / 19	67 / 172
Site-75	0 / 31	5 / 30	10 / 31	13 / 31	8 / 30	4 / 19	40 / 172
Site-76	4 / 31	8 / 30	16 / 31	23 / 31	16 / 30	8 / 19	75 / 172
Pavillion	0 / 31	2 / 30	0 / 31	0 / 31	0 / 30	0 / 19	2 / 172
Emergency Spot	0 / 31	0 / 30	0 / 31	0 / 31	0 / 30	2 / 19	2 / 172
(No Site)	--	--	--	--	--	--	--
Tot / Poss:	643 / 2572	1089 / 2489	1542 / 2570	1588 / 2571	1295 / 2488	740 / 1577	6897 / 14267

Appendix C

INDIAN POINT PARK AND CAMPGROUND OPERATION AND MANAGEMENT AGREEMENT

THIS OPERATION AND MANAGEMENT AGREEMENT (this "Agreement"), is made by and between SPIRIT LAKE DEVELOPMENT, LLC, a Minnesota limited liability company, ("Spirit Lake") and the CITY OF DULUTH, a municipal corporation organized and existing under the laws of the State of Minnesota (the "City").

The parties acknowledge the following:

A. The City owns real property located at 7000 Pulaski Street, Duluth, MN and legally described as (the "City Property"):

Lots Five (5) through Eleven (11), inclusive, Block Twenty-one (21); Lots One (1) through Thirty-two (32), inclusive, Block Twenty-two (22); and Lots One (1) through Ten (10), inclusive, Block Twenty-three (23), HUNTER'S GRASSY POINT ADDITION TO DULUTH SECOND DIVISION; and

Lots Fourteen (14) through Twenty (20), inclusive, Block Twenty-seven (27); Lots One (1) through Sixteen (16), inclusive, Block Twenty-nine (29); Lots One (1) through Thirty-two (32), inclusive, Block Thirty (30); and Outlots K, L, M, and N, Block Forty-two (42), HUNTER AND MARKELL'S GRASSY POINT ADDITION TO DULUTH.

B. A portion of the City Property is more commonly known as "Indian Point Park and Campground" (the "Premises" or the "Campground"), and it is used as follows: users rent campsites and other amenities, such as bicycles, kayaks, and boats, and use the Campground for recreational purposes.

C. Spirit Lake has operated and managed the Campground since 2012 when the City issued a Request for Proposal for the operation and maintenance of the Campground (the "Services").

D. The City would like Spirit Lake to continue to provide the Services and Spirit Lake has represented itself as qualified and willing to provide the Services.

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

I. PREMISES

A. The City grants to Spirit Lake, subject to all provisions of this Agreement, the right to the full access and operation of the Campground, including all buildings and related site facilities and amenities located at 7000 Pulaski Street, Duluth, Minnesota 55807. The Campground is outlined in red and depicted on the attached Exhibit A.

B. Prior to operation of the Campground, Spirit Lake shall submit a written safety and operations plan (the "Safety and Operations Plan") to the City's Manager of Parks and Recreation or their designee (the "Parks Manager") for approval, which plan shall outline specific processes and procedures to ensure the health, safety, and welfare of users of the Campground, including but not limited to cleaning and sanitization of the Campground. Spirit Lake may not enter the Campground until the Safety and Operations Plan has been approved by the Parks Manager. The Safety and Operations Plan shall be updated from time to time at the City's request.

II. TERM

Notwithstanding the date of execution of this Agreement, this Agreement shall commence on January 1, 2021, and shall continue through the end of the day on December 31, 2025 (the "Term").

III. OPERATION AND MAINTENANCE

A. Spirit Lake shall be diligent in the operation and maintenance of the Premises and to provide the Services in the best interest of the City and users of the Premises.

B. Spirit Lake shall operate the Campground according to the following schedule:

The "Summer Season" shall commence on the second weekend in May and end with the close of business on the third Sunday in October, unless otherwise directed by the Parks Manager, during each year of the Term. During the Summer Season: (i) the Campground shall be open on a 24/7 basis, with on-site staff in sufficient numbers; (ii) the Campground's office will be open daily from 9:00 a.m. to 9:00 p.m. for camper check-in and checkouts and general assistance as requested or needed; and (iii) staff of the Campground must be available on site 24 hours per day for late night check-in and to provide assistance to campground patrons in need of emergency services.

C. Spirit Lake shall be responsible for the routine maintenance of the Campground during the Summer Season, including but not limited to the ongoing daily routine cleaning/maintenance of all indoor and outdoor spaces, washrooms, showers, lawn areas, campsites, picnic tables, campfire rings, office, etc. Spirit Lake shall maintain all grass and turf areas in the Campground in a properly mowed condition, not to exceed two inches (2") in height at any time while the Campground is in operation. Spirit Lake is also responsible for yearly extermination for bugs, spiders, rodents, and removal of other pests that may be required, minor plumbing, electrical, carpentry, and repairs.

D. During the Summer Season, Spirit Lake shall keep washroom facilities cleaned and maintained a minimum of once each day and more often as needed. During the Winter Season washroom facilities shall be closed and winterized. The "Winter Season" is defined as that portion of the Term exclusive of the Summer Season.

E. Spirit Lake shall furnish all supplies necessary to maintain safe and sanitary conditions at the Campground, including but not limited to toilet tissue, paper towels, floor detergents, sanitizing solutions, and all other supplies necessary for maintaining the washroom facilities, the remainder of the wash building and the office building in a clean and sanitary manner.

F. The City shall provide all necessary major repairs and non-routine maintenance to the structural and mechanical components of all existing buildings and plumbing and electrical systems. Subject to availability of the City's staff, the City shall maintain all road surfaces into, within, and out of the Campground. Spirit Lake shall make all minor repairs incidental to normal reasonable maintenance. Non-routine maintenance shall be defined as repair or replacement of whole systems, major building and/or assembly or upgrade of any fixed asset, road repair, locks and key changes, and winterizing water systems. If the City's budget allows and upon request, the City may deliver fill to the Premises to be used for low areas that pool with water during times of rain. However, the City cannot guarantee that fill will be available and, if available, cannot guarantee a specific quantity.

G. Spirit Lake shall notify the City's Property and Facilities Manager or their designee (the "Facilities Manager") about any problems relating to the City's maintenance responsibilities in a timely manner.

H. Spirit Lake shall provide adequate security at the Campground.

I. Spirit Lake shall use best efforts to comply with the City's recycling efforts, including the recycle guidelines established by the City's garbage hauler and the Western Lake Superior Sanitary District.

J. Spirit Lake shall not permit the use of tobacco or illegal drugs whatsoever in any building on the Premises.

K. Neither party shall be responsible for snow removal on the Premises because the Campground is only open during the Summer Season.

IV. COMMUNICATIONS

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.

V. CITY ACCESS

A. Spirit Lake shall permit the City, its officials, employees, or agents to access and inspect the Premises at any time. Spirit Lake shall not change the locks or otherwise prohibit or inhibit the City's access to any portion of the Premises. The Facilities Manager shall be exclusively responsible for the design of keying systems, lock changes, key fabrication and key distribution, and Spirit Lake shall abide by the City's Key Control Policy, a copy of which shall

be provided to Spirit Lake. Spirit Lake shall promptly return all keys to the Facilities Manager upon termination of this Agreement.

B. The City shall have full access to the Premises for maintenance, repairs, and upgrades to the Premises.

VI. CONCESSIONS

A. Spirit Lake shall have the right to sell ice, soda, firewood, confections, ice cream, coffee, laundry detergent, recreational vehicle supplies, liquid propane and similar items associated with the operation of the Campground, and any other item that is approved for sale by the Parks Manager. At no time shall there be sold on the Premises by Spirit Lake, or with its knowledge, acquiescence, or consent, anything that is prohibited by law or prohibited without proper license or permit.

B. Spirit Lake shall have the right to rent bicycles, canoes, and other watercraft to the general public during the Summer Season. Spirit Lake shall be responsible to provide maintenance and repairs of all the rental equipment. Spirit Lake shall carry insurance to cover such rental operations, and the hold-harmless and indemnification provisions of Section XV below shall apply to all aspects of such rental operation.

C. Spirit Lake shall secure all necessary permits and licenses as required by law from the applicable governing agency including but not limited to the State of Minnesota, Department of Natural Resources, Department of Health, and the City Treasurer. The current City and State tax on all gross revenues shall be applied to the sale of all concession items and shall be collected by Spirit Lake and remitted to the City and the State.

VII. PAYMENTS TO CITY

A. Spirit Lake shall pay to the City, on a monthly basis, the following amounts each year of the Term:

1. For the period January 1, 2021 through December 31, 2021, thirty percent (30%) of the total gross revenues from all camping fees received, including deposits for any portion of the Summer Season falling after the expiration or early termination of this Agreement;

2. For the period January 1, 2022 through December 31, 2022, thirty-one percent (31%) of the total gross revenues from all camping fees received, including deposits for any portion of the Summer Season falling after the expiration or early termination of this Agreement;

3. For the period January 1, 2023 through December 31, 2023, thirty-two percent (32%) of the total gross revenues from all camping fees received, including deposits for any portion of the Summer Season falling after the expiration or early termination of this Agreement;

4. For the period January 1, 2024 through December 31, 2024, thirty-three percent (33%) of the total gross revenues from all camping fees received, including deposits for any portion of the Summer Season falling after the expiration or early termination of this Agreement;

5. For the period January 1, 2025 through December 31, 2025, thirty-four percent (34%) of the total gross revenues from all camping fees received, including deposits for any portion of the Summer Season falling after the expiration or early termination of this Agreement;

6. During the Term, fifteen percent (15%) of the total gross revenues from concession sales, except for concessions operated by a coin-operated vending equipment if such vending equipment is owned by a third party;

7. During the Term, fifteen percent (15%) of the total gross revenues from the rental of canoes, bikes, kayaks, small fishing and pontoon boats by registered patrons of the Campground; and

8. During the Term, twenty-five percent (25%) of Spirit Lake's total gross profits from third-party coin-operated vending equipment.

B. The above payments shall be paid on or before the twentieth (20th) day of each month and shall cover all sales for the preceding month. Payment shall be made to the City of Duluth and directed to: City Parks Department at 411 W. First Street, Ground Floor, Duluth, Minnesota 55802. All payments shall be deposited into Fund No. 205-130-1219-4626 (Parks Fund, Community Resources, Parks Operating, Indian Point Campground Fees).

VIII. MARKETING AND ADVERTISING

A. Spirit Lake shall be diligent in the marketing and advertising of the services available on the Premises. Spirit Lake will utilize appropriate marketing and advertising outlets, such as electronic/web based media, magazine advertising, brochures, quarterly Duluth publication, etc. to maximize the Campground's exposure and rental potential.

B. All marketing and advertising shall be at Spirit Lake's cost and expense. Minimum advertising, at Spirit Lake's expense, shall include:

1. Listing an ad in the annual Visit Duluth brochure;
2. Listing in the Explore Minnesota Guide and on its website for statewide campground listings;
3. Ad placement in at least one of the quarterly published Duluth publications, such as Lake Superior Magazine's Travel Directory;
4. Booth space at recreational show(s) (not required during the period from January 1, 2021 through December 31, 2021);

5. Listing in the Good Sam RV Parks & Campground Directory;

6. Develop and print, in sufficient quantity, an Indian Point Campground brochure detailing the services and amenities available at the Campground, along with current rate pricing information and directions to the Campground. The brochures shall be distributed throughout the City and other locations; and

7. Inclusion on at least one social media outlet, such as Facebook, Twitter, e-mail marketing, etc.

C. All marketing efforts must comply with all applicable laws, rules and guidelines governing such activities.

D. Advertising documentation and any other marketing and advertising in other sources chosen by Spirit Lake must be provided to the Parks Manager.

E. Spirit Lake shall maintain and update the Indian Point Campground's website (www.duluthindianpointcampground.com). All content placed on the website must be pre-approved by the Parks Manager. The website shall be limited to information regarding the Campground only; placement of any non-Campground related information is prohibited. The website and all content is and shall remain the property of the City.

IX. CAMPING RATES AND RESERVATIONS

A. Spirit Lake shall charge camping rates which, considering operating costs and a reasonable profit, are reasonable, appropriate, and comparable to campgrounds with similar facilities and services. Camping fees for the 2021 season shall be as follows:

Campsites With	Daily Rate	Weekly Rate
Water, Electric & Sewer	\$52.00	\$312.00
Water & Electric	\$47.00	\$282.00
Electric Only	\$42.00	\$252.00
Tent only – no hook-up	\$38.00	\$228.00
Each extra tent	\$18.00	\$108.00

B. Spirit Lake shall require and collect a deposit equal to one night's camping fee to hold reservations. The deposit will be applied to the camping fees at time of check-in.

C. A copy of the "Campground Policy" for the Campground is attached as Exhibit B. Spirit Lake shall enforce the Campground Policy. Any amendments to the Campground Policy shall be submitted in advance to the Parks Manager for review and approval by the City.

D. If Spirit Lake provides online reservations, then Spirit Lake shall provide a secure socket layer website for on-line reservations and shall be in compliance with all applicable laws, rules and guidelines governing such transactions. Spirit Lake shall maintain a reputable vendor to provide an internet credit card transaction gateway.

E. Spirit Lake acknowledges and agrees that all reservations and all reservation data collected during the Term is the property of the City. Spirit Lake shall hold all information associated with the reservations in strict confidence and Spirit Lake shall not use the information except to fulfill its obligations under this Agreement. Spirit Lake shall not utilize reservation information stored by Spirit Lake and provided by the City to communicate with any individual except to provide stay-related information to the individual.

X. SPECIAL EVENTS

A. All requests for special events to be held at the Premises shall be directed to Spirit Lake. Spirit Lake shall be responsible for approving any special event requests and coordinating all aspects of the special event including ensuring that the necessary permits and insurance are obtained in accordance with the City's standard operating procedures.

B. All special events requiring insurance shall name the City and Spirit Lake as additional insureds. Spirit Lake shall be responsible for obtaining a copy of the Certificate of Insurance evidencing such coverage. Spirit Lake shall be responsible to provide, at least two working days prior to the commencement of the special event, copies of said Certificates of Insurance to the Parks Manager.

XI. UTILITIES

A. Spirit Lake shall be responsible for, at its own expense, all necessary utilities to the Premises, including but not limited to electric service, gas, City water service, sewage, and trash collection. Spirit Lake shall, upon request, provide monthly evidence of the timely payment of all utility bills. During the Winter Season, seasonal water will be discontinued and discharge of grey water is limited to the main dump station. Except with respect to telephone and internet services (addressed in paragraph XI.B. below), all utility and service accounts shall be in the name of Spirit Lake.

B. Spirit Lake shall also be responsible for, at its own expense, telephone, internet services, and/or other utilities or services not specifically mentioned in this Agreement. Spirit Lake shall provide no less than one business telephone line (218-628-4977) and one toll free number (1-855-777-0652) to be used exclusively for the Campground. Said telephone line shall also be listed in current telephone directories, if any such directories are produced. With respect to telephone and internet services, the accounts will remain in the name of the City and the City will invoice Spirit Lake on a quarterly basis for reimbursement of the expense. Spirit Lake shall pay the City invoices within 15 days of receipt.

XII. RECORDS

A. Spirit Lake shall maintain detailed, accurate, and complete records of all monies received and disbursed in the operation of the Campground and Spirit Lake's related activities. Such books and records shall be available to the City Auditor for inspection and audit upon request. The City agrees to provide a minimum of 24 hours' notice of such request. In addition, Spirit Lake shall prepare an itemized monthly financial report of all monies taken in and

disbursed in the Campground operations and shall submit such detailed report in the form attached as Exhibit C to the City, together with all payments required by Section VII. Upon request, Spirit Lake shall provide to the City a copy of its Schedule C Federal Income Tax form as filed with the Internal Revenue Service, which shall include all applicable campground financial information from the previous year. Spirit Lake shall provide to the City a monthly occupancy report in a form mutually agreed upon between the parties.

B. Spirit Lake agrees to maintain all records relating to the Services and the Premises during the Term and for six (6) years after this Agreement's termination, cancellation, or expiration, and to provide such records to the City upon request.

XIII. ALTERATIONS OR IMPROVEMENTS

A. Spirit Lake shall not make any alterations or improvements to the Property that are not herein described without the prior written consent of the Facilities Manager and then upon the terms and conditions which may be imposed by the Facilities Manager. Spirit Lake shall pay to the City upon demand the reasonable costs incurred by the City to repair any damage done to the Premises by Spirit Lake, its employees, volunteers, servants, agents, contractors, invitees, and licensees during the Term.

B. Spirit Lake may, at its sole cost and expense, make suitable improvements or alterations to the Premises upon advance written approval from the Facilities Manager. 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, Spirit Lake shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request is attached as Exhibit D. These documents shall be submitted to the Facilities Manager 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 Code.

C. Not less than thirty (30) days prior to commencement of any construction, alteration or improvement on the Premises, Spirit Lake will provide the City with sufficient proof of required insurance, including worker's compensation, in form acceptable to the City's Claims Investigator and Adjuster.

XIV. INSURANCE

A. During the Term, Spirit Lake shall have such insurance coverage as will protect Spirit Lake and the City against risk of loss or damage to the Premises and any other property permanently located or exclusively used at the Premises and against claims that may arise or result from the operation, maintenance and use of the Premises during the Term. Spirit Lake shall procure and maintain continuously in force Automobile and Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of \$1,500,000 for property damage liability. Insurance required by this Agreement 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. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. Spirit Lake shall provide Certificates of Insurance to the City evidencing required insurance coverage, in form acceptable to the City Attorney, and shall contain a condition that the policy may not be cancelled without thirty (30) days' written notice to the City. The Certificates of Insurance shall name the City as an additional insured.

B. The City reserves the right to require Spirit Lake to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

C. The City does not represent or guarantee that these types or limits of coverage are adequate to protect Spirit Lake's interests and liabilities.

D. The City shall not be liable to Spirit Lake for any injury or damage resulting from any defect in the construction or condition of the Premises, nor for any damage that may result from the negligence of any other person whatsoever.

XV. HOLD HARMLESS AND INDEMNIFICATION

A. Spirit Lake 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 Spirit Lake, 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 Spirit Lake arising out of, related to or associated with the use, management, maintenance or operation of the Premises by Spirit Lake or performance of its obligations under this Agreement.

B. Spirit Lake will indemnify the City for any damage to any City property on the Premises caused by Spirit Lake, its agents, volunteers, employees, and invitees.

XVI. TAXES

Spirit Lake shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Spirit Lake's operations of the Premises, including but not limited to real property and sales taxes, if applicable. It is further agreed that City may pay the same on behalf of Spirit Lake and immediately collect the same from Spirit Lake. Spirit Lake shall collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date.

XVII. GOVERNMENT DATA PRACTICES

Spirit Lake must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Spirit Lake under this contract. Spirit Lake agrees to hold the City, its officers, and employees harmless from any claims resulting from Spirit Lake's failure to comply with this law. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by Spirit Lake. If Spirit Lake receives a request to release the data referred to in this clause, Spirit Lake must immediately notify the City and consult with the City as to how Spirit Lake should respond to the request. Spirit Lake's response to the request must comply with applicable law.

XVIII. INCIDENT REPORTS

Spirit Lake shall notify the Facilities Manager in writing of any incident of injury or loss or damage to the Premises or any of Spirit Lake's participants or invitees occurring within the Premises during the Term, except for damage to Spirit Lake's personal property. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's current form of Incident Report is attached as Exhibit E.

XIX. TERMINATION AND/OR EXPIRATION OF AGREEMENT

A. Generally

1. Upon expiration or early termination of this Agreement for any reason, Spirit Lake shall remove all of its personal property from the Premises. Spirit Lake shall surrender possession of the Premises to the City in as good condition and state of repair as the Premises were in at the time Spirit Lake took possession, normal wear and tear excepted. All personal property remaining on the Premises after Spirit Lake surrenders possession to the City shall become the exclusive property of the City.

2. Immediately upon expiration or early termination of this Agreement for any reason, Spirit Lake shall terminate or, upon the prior written approval of the Parks Manager, transfer all utility and service accounts that are in the name of Spirit Lake under Section XI.A. of this Agreement. All telephone and internet utility costs shall be prorated as of the date of expiration or termination of this Agreement.

3. Upon expiration or termination of this Agreement for any reason, Spirit Lake shall remit to the City within five (5) business days the following:

a. Dates, organization names, contact person(s), and contact information relating to all future events, rentals, permits and uses of the Premises or any portion of the Premises authorized by Spirit Lake;

b. Copies of any permits, agreements or other documents relating to all future events, rentals, permits and uses of the Premises or any portion of the Premises authorized by Spirit Lake;

c. Accounting of all fees collected relating to all future events, rentals, permits and uses of the Premises or any portion of the Premises authorized by Spirit Lake;

d. Check reimbursing the City in full for all fees collected and other amounts due to the City under this Agreement, including but not limited to deposits and fees relating to all future events, rentals, permits and uses of the Premises or any portion of the Premises authorized by Spirit Lake, except that Spirit Lake may retain \$5.00 per reservation for any future rental of the Premises;

e. Check reimbursing the City for any telephone, internet, and/or utility costs for which Spirit Lake is responsible based on the proration of utilities as of the date of expiration or termination of this Agreement; and

f. Such other information reasonably requested by the City.

4. In the event this Agreement is terminated by the City during the Winter Season, Spirit Lake shall be entitled to a reduction in the amount due to the City under Section XIX.3.d. above in an amount equal to Spirit Lake's total documented, out of pocket expenses incurred during the then-current Winter Season with respect to its activities under Section VIII above, but not including wages or employment benefits (the "Documented Expenses"). However, the City is not responsible to reimburse Spirit Lake in the event that the Documented Expenses exceed the amount due to the City under Section XIX.3.d. If this Agreement is terminated by the City during the Summer Season, there shall be no reduction in the amount due to the City under Section XIX.3.d.

B. Without Cause

This Agreement may be terminated without cause: (1) by either party by serving at least ninety (90) days' written notice of termination upon the other, or (2) immediately upon mutual written agreement of the parties.

C. Immediately

The City may unilaterally terminate or suspend this Agreement immediately if the City believes in good faith that the health, welfare or safety of the Premises, its occupants, users or neighbors would be placed in immediate jeopardy by the continuation this Agreement. The City, in addition to other rights or remedies it may have, shall have the immediate right of reentry to the Premises. In the event of immediate termination of this Agreement, the City may remove all persons and property from the Premises. All personal property remaining on the Premises after the five (5) days written notice shall become the exclusive property of the City.

D. For Cause

1. The City may terminate this Agreement: (i) if Spirit Lake fails promptly to pay to the City any amount due under this Agreement, or (ii) for the material breach by Spirit Lake of any provision of this Agreement, including its exhibits, if such breach is not cured to the satisfaction of the City within thirty (30) days of delivery of a written notice by the City (or such longer time as specified in the notice). The notice shall identify the breach and the necessary actions to remedy the breach. The City shall allow Spirit Lake 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 to the satisfaction of the City within thirty (30) days, then the City may immediately terminate this Agreement by serving written or personal notice to Spirit Lake. In the event of default by Spirit Lake, the City, in addition to other rights or remedies it may have, shall have the immediate right of reentry to the Premises. In the event of termination of this Agreement pursuant to this paragraph, the City may remove all persons and property from the Premises. All personal property remaining on the Premises after the five (5) days written notice shall become the exclusive property of the City.

2. Spirit Lake acknowledges and agrees that a default under this Agreement includes the receipt by the City of Significant Service Complaints (as hereinafter defined) from campers. For purposes of this Agreement, "Significant Service Complaints" means, in connection with any Summer Season, the receipt by the City of complaints regarding the quality, nature, or performance by Spirit Lake and/or its agents, vendors, contractors, subcontractors or employees of any services described in the Agreement from more than ten percent [10%] of the registered campers. In the case of Significant Service Complaints, the City shall have the right to terminate this Agreement. Complaints relating to the costs/rates for camping, concessions, or items sold on-site shall not constitute "Significant Service Complaints."

XXI. INDEPENDENT RELATIONSHIP

A. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties or as constituting Spirit Lake as agents, representatives or employees of the City for any purpose or in any manner whatsoever. 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.

B. Spirit Lake and its employees shall not be considered employees of the City and any claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Spirit Lake's employees or agents while so engaged shall in no way be the responsibility of City.

XXII. NOTICES

Unless otherwise provided herein, notice to the City or Spirit Lake shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses

hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth
Parks and Recreation Division
Attention: Manager
411 W. First Street, Ground Floor
Duluth, MN 55805
(218) 730-4300

Spirit Lake Development, LLC
Attn: Charlie Stauduhar
121 Spring Street
Duluth, MN 55808
(218) 349-3807

XXIII. GENERAL PROVISIONS

- A. Two (2) campsites may be used by Spirit Lake at no cost for Spirit Lake's personnel.
- B. Spirit Lake shall operate the Campground in strict compliance with the laws, rules, and regulations of the United States, of the State of Minnesota, St. Louis County and the City of Duluth.
- C. Spirit Lake accepts total financial responsibility for any operating deficit incurred during its operation of the Campground pursuant to this Agreement.
- D. Spirit Lake shall not assign this agreement, nor any of the rights given to it hereunder to any person, association, partnership, or corporation, without first obtaining the written consent of the Parks Manager, and any such assignment entered into without such consent shall be void.
- E. The waiver by the City or by Spirit Lake of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.
- F. This instrument may be amended or modified only by an instrument of equal formality, signed by all duly authorized representatives of the parties.
- G. The City shall not be responsible to Spirit Lake for any injury or damage resulting from any defect in the construction or condition of the Premises.
- H. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.
- I. Any terms of this Agreement that by their nature (including hold harmless and indemnification provisions) extend beyond termination of this Agreement shall survive and bind the parties and their successors and assigns.

J. Nothing in this Agreement shall 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 maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

K. 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.

L. No provision of this Agreement shall inure to the benefit of any third person so as to constitute any such person as a third-party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

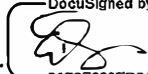
M. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

N. 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.

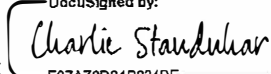
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized.

CITY OF DULUTH

DocuSigned by:
By: 
36E2E826ED714AA
Mayor

SPIRIT LAKE DEVELOPMENT, LLC

DocuSigned by:
By: 
E97A78D848834DE

Its: manager/VP
Authorized Representative

Printed Name Charlie Stauduhar

Date: 2/26/2021

ATTEST:

DocuSigned by:

7A24D1125583459...

City Clerk 3/25/2021
Date: _____

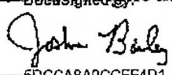
Approved as to form:

DocuSigned by:

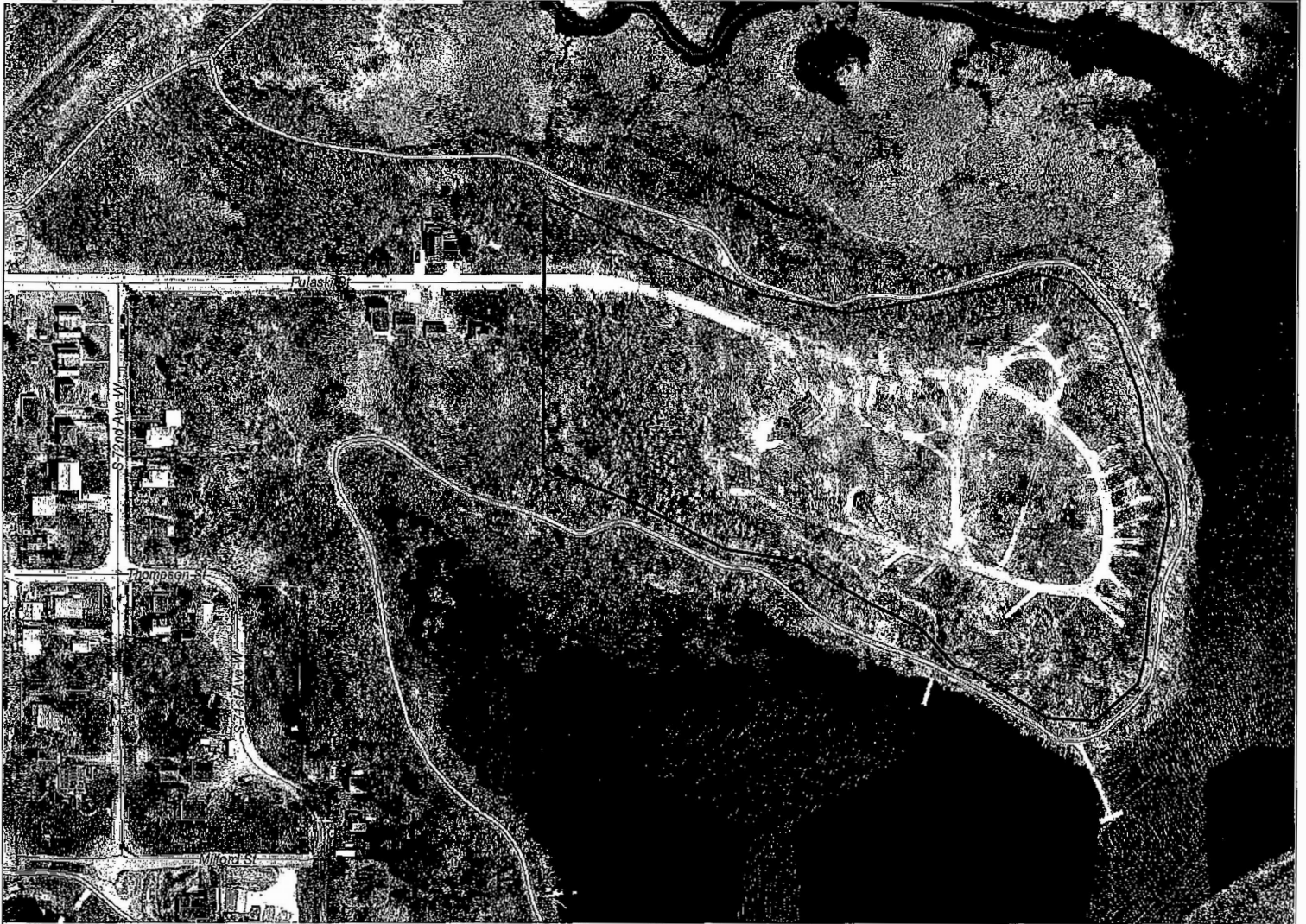
F4C4D28DF08942A...

City Attorney

Countersigned:

DocuSigned by:

5DCC8A00CEE4D1

City Auditor



The City of Duluth has made every effort to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability of this information. This is not a legal document and is not intended to be used as one. The drawings are a simulation of the information and do not represent the actual information. The City of Duluth and its employees are not responsible for any errors or omissions in this information. The City of Duluth and its employees are not responsible for any errors or omissions in this information.

Exhibit A Indian Point Park & Campground

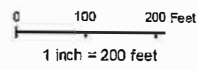


photo date: 2016
Printed: 3/6/2017



EXHIBIT B

DULUTH INDIAN POINT CAMPGROUND POLICIES

1. ALL guests must register (Minnesota State Law).
2. ONE Camper, or tent, and one towed vehicle per site.
Each additional vehicle, or tent, is subject to additional charges.
3. QUIET TIME: 10:00 p.m. -- 08:00 a.m.
4. No trespassing through other guest's campsites.
5. Guests coming with pets must read and sign Pet Policy -- two pets maximum; additional pet is subject to additional charge.
6. NO cutting tress/branches. Firewood is available for sale at the office.
7. CAMPFIRES inside fire ring only. Do not move fire ring.
8. Place all trash inside recycling or dumpsters.
Do not burn trash in fire ring, do not leave your trash behind. Additional charge will be imposed.
9. DO NOT wash dishes in the bathroom sink, do not leave your personal trash in the bathroom trash can. Dumpsters are available by the entrance.
10. NO fireworks, ATVs, or motorized scooters.
11. FIVE-MILE/hour speed limit within the campground.
12. Disorderly conduct will not be tolerated.

13. NO REFUNDS on deposit and unused reserved nights.

14. CANCELLATION needs to be done minimum two weeks prior to arrival → reservation can be rescheduled and deposit forwarded to the new reservation within the same camping season.

Last-minute cancellation may cause Guests to cover the whole stay if the site cannot be re-sold.

EXHIBIT C**INDIAN POINT CAMPGROUND MONTHLY FINANCIAL REPORT**

Month/Year _____

	<u>Total Revenue</u>		<u>City Lease Fee</u>
Camping Fees and Deposits			
30% fee to City	\$ _____	30%	\$ _____
Section VII(A)(1)			
Non-Coin Concessions			
15% fee to City	\$ _____	15%	\$ _____
Section VII (A)(2)			
Boat Rentals at Spirit Lake Marina			
15% fee to the City	\$ _____	15%	\$ _____
Section VII(A)(3)			
Monthly Coin Operated Vending Equipment			
Gross Profits	\$ _____	25%	\$ _____
25% fee to City			
Section VII(A)(4)			
TOTALS	\$ _____		\$ _____

Report is due to the City by the 20th day of each month
Please attach an itemized monthly profit/loss statement

Please remit to:

City of Duluth
Parks Department
411 W. First Street, Ground floor
Duluth, MN 55802



**Public Administration Department
Parks and Recreation Division**

City Hall - Ground Floor • 411 West First Street • Duluth, Minnesota • 55802
218-730-4300 • www.duluthmn.gov/parks/index.cfm



April 9, 2019

Dear Community Partner:

Thank you for your interest in proposing an improvement project for City property. We recognize that working closely with the community is an important way we can fulfill our responsibility to develop long-term strategies, plans and improvements that benefit the greatest number of constituents possible and effectively use limited resources.

Each year there are numerous requests for projects on City property. To better respond to the requests, the City has developed a system that will result in better communications, tracking and processing of project proposals. It establishes Parks and Recreation as the City entity that will: (1) accept and review all submitted parks related Project Proposal Forms; (2) conduct an internal review to determine compatibility with all parks planning documents, industry best practices, and standards set by the Division, (3) pending preliminary approval by parks review staff, forward to appropriate city staff in other divisions, (4) if approved, facilitate the process to project completion. Once your project proposal request is received, staff will initiate the review process, with the intent to provide a response within sixty (60) days.

The intent of this process is to expedite decision making, properly evaluate proposals against existing plans, standards, and uses; clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. At any point in the process, Parks and Recreation can be contacted to respond to questions or concerns.

In past years, this process has seen a number of projects completed for the betterment of our community, including installation of park benches, playfield renovations and community beautification projects. Proposals may be submitted by individuals and community organizations, as well as City staff.

Please note that acquiring funds for a project through CDBG, a DNR grant, fundraising, donations or other means does not guarantee project acceptability. Any project on City property must also receive recommendation and approval by the appropriate City officials. It is strongly recommended that City approval should occur in advance of, or at least concurrent with, pursuing funding.

If you have any questions, please contact Jessica Schoonover at (218) 730-4325.

Sincerely,

Jessica Peterson
Parks and Recreation Manager
City of Duluth
411 W First Street
Duluth, MN 55802



CITY OF DULUTH - PARKS AND RECREATION PROJECT PROPOSAL FORM



Use this form to propose a City of Duluth improvement project on park property. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests. You or your organization will receive a response to the project proposal request within sixty (60) days of submission. Please submit completed form, along with attached map to: projectproposal@duluthmn.gov.

APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Park Location:

E-mail:

Primary Phone:

Secondary Phone:

IS YOUR PROJECT RELATED TO

PUBLIC

-ARTS-
-MEMORIALS-
-MONUMENTS-

IF SO, YOUR PROPOSAL WILL BE SHARED WITH THE DULUTH PUBLIC ARTS COMMISSION FOR REVIEW.

PROJECT PROPOSAL

Use additional sheets if more space is needed.

PROJECT LOCATION

Describe as best as possible the location of the proposed project. Give the park name, location within park, and GPS coordinates. If the project is City-wide, please state "City-wide."

PROJECT DESCRIPTION

Describe the proposed project in as much detail as possible. Why is the project needed and necessary? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required so those reviewing the proposal have a better understanding of your project. These may include location, sizes, wording, colors, etc. Please attach any additional information about this project.

Attached Not Applicable

PROJECT JUSTIFICATION

Describe the benefit of the proposed project. Is it a safety issue? Will it provide cost savings to the City? Is it a functional improvement? Does it provide aesthetic benefit to the park?



CITY OF DULUTH - PARKS AND RECREATION PROJECT PROPOSAL FORM



PROJECT COST

Describe the approximate cost to complete the project. This can be a "guesstimate." This is only considered to be a rough guideline.

POTENTIAL SOURCE OF FUNDING

Describe potential funding sources for the project.

NEIGHBOR SUPPORT

Does this project have the support of neighbors living nearby?

Yes No Uncertain Not Applicable

Comments:

ENERGY USE

Will this project change the use of any energy type listed below?

Yes No Uncertain Not Applicable

If yes, check all energy types where use is expected to change.

ELECTRICITY (kWh) GAS (Therms) OIL (gallons) STEAM (Pounds) WATER and SEWER (CCF)

ADDITIONAL CONSIDERATIONS

The City of Duluth considers our long-term strategies, Master Plans, Accessibility Plan and Capital Improvement list, as well as legal requirements, in evaluating proposals. Please review the considerations below and add any comments you have.

CONSIDERATION (A): Project is compatible with Park Master Plan, systems plans, Strategic Plans, etc.

COMMENT (A):

CONSIDERATION (B): Project is compliant with ADA Accessibility Plans.

COMMENT (B):



CITY OF DULUTH - PARKS AND RECREATION PROJECT PROPOSAL FORM



CONSIDERATION (C): Project is compatible with surrounding and adjoining uses.

COMMENT (C):

CONSIDERATION (D): Project will meet standards for materials and construction practices.

COMMENT (D):

CONSIDERATION (E): Project complies with zoning code and land uses.

COMMENT (E):

CONSIDERATION (F): Project does or does not require a permit.

COMMENT (F):

CONSIDERATION (G): Increases cost to maintain or operate. *(Note: If this is the case, and the project is approved, it may need to be incorporated into the Capital Improvement Plan and be approved by City Council.)*

COMMENT (G):

SUBMIT COMPLETED FORMS to:

**JESSICA SCHOONOVER
ADMINISTRATIVE CLERICAL SPECIALIST
CITY OF DULUTH
PARKS AND RECREATION
411 WEST FIRST STREET
DULUTH, MN 55802
projectproposal@duluthmn.gov
(218) 730-4325**

City of Duluth Incident/Injury Report

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to accidentreporting@duluthmn.gov.

Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought:	<input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None	Doctor/clinic name, address, phone number:

Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:	Date of birth:	
		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
---	--

Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Date employer notified of injury: _____	Date employer notified of lost time: _____
First date of any lost time: _____	Return to work date: _____
RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Describe the nature of the illness or injury. Be specific. Include body parts affected.

Describe the activities when injury occurred with details of how it happened.

What tools, equipment, machines, objects and/or substances were involved?

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____	Date report completed: _____
Supervisor name: _____	Supervisor phone number: _____	

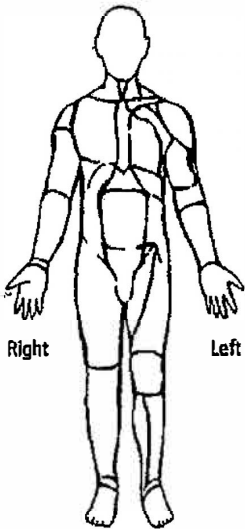
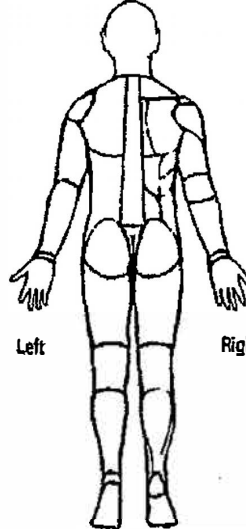
Names and phone numbers of witnesses:

Incident was a result of: safety violation machine malfunction product defect motor vehicle accident N/A

Supervisor comments:

What actions have been taken to prevent recurrence?

City of Duluth Incident/Injury Report

<p>CAUSE</p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p>TYPE OF INJURY</p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;">MARK AREAS OF INJURY BELOW:</p> <p style="text-align: center;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Front</p>  </div> <div style="text-align: center;"> <p>Back</p>  </div> </div>
---	---

COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE			
<p>For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred. Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)</p>			
Incident Location: _____		Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
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 involved	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other
	Owner address: _____		
	Owner phone number: _____	Vehicle license #: _____	
	Make/Model: _____	Color: _____	Year: _____
	Describe damage: _____		
Weather conditions:	Roadway conditions:	Light conditions:	Approximate temperature: _____ °F
<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night	Estimated speed: _____ mph
<input type="checkbox"/> Rain <input type="checkbox"/> Cloudy	<input type="checkbox"/> Wet <input type="checkbox"/> Paved	<input type="checkbox"/> Day	Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty
<input type="checkbox"/> Fog <input type="checkbox"/> Sleet	<input type="checkbox"/> Snow <input type="checkbox"/> Unpaved	<input type="checkbox"/> Good	What was load: _____
<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor	Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Employee Signature: _____

Date: _____

Date: _____



City of Duluth

411 West First Street
Duluth, Minnesota
55802

Certified Copy

Resolution: 21-0140R

RESOLUTION AUTHORIZING A FIVE-YEAR AGREEMENT WITH SPIRIT LAKE DEVELOPMENT, LLC FOR THE OPERATION AND MANAGEMENT OF THE INDIAN POINT PARK AND CAMPGROUND.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute a five-year agreement, substantially the same as the agreement attached as Exhibit 1, with Spirit Lake Development, LLC, for the operation and management of the Indian Point Park and Campground. Funds received under this agreement shall be deposited into Fund 205-130-1219-4626 (Parks Fund, Community Resources, Parks Operating, Indian Point Campground Fees).

This Resolution was adopted unanimously.

I, Chelsea Helmer, City Clerk of the City of Duluth, Minnesota, do hereby certify that I have compared the foregoing passed by the city council on 3/8/2021, with the original approved and that the same is a true and correct transcript therefrom. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth.

Chelsea Helmer, City Clerk

By:  Digitally signed by Chelsea J. Helmer
Date: 2021.03.12 08:36:48 -06' 00'
Duluth, Minnesota



Parks & Recreation

Ground Floor
411 West First Street
Duluth, Minnesota 55802



218-730-4300



parks@duluthmn.gov

Appendix D

Dear Community Partner:

Thank you for your interest in proposing an improvement project on City property. We recognize that working closely with the community is an important way to develop long-term strategies, plans and improvements that benefit the greatest number of constituents possible and effectively use limited resources.

Each year there are numerous requests for projects on City property. Proposals may be submitted by individuals and community organizations, as well as City Divisions/Departments. Please note that acquiring funds for a project through grants, fundraising, donations, or other means does not guarantee project approval. It is strongly recommended that organizations seek City approval in advance of, or at least concurrent with, pursuing funding.

In responding to project proposal submissions, Parks and Recreation, as the City entity receiving completed project proposals, will:

1. Accept and review all Project Proposal Forms;
 - a. Should project proposals be submitted that do not apply to park property, our Division will route that project proposal onward to the appropriate City Division for review and processing.
2. For Parks-related Project Proposal Forms:
 - a. Conduct an internal review to evaluate project proposals.
 - b. Use general criteria included with the Project Proposal Application Form for reference.
 - c. Consult across departments/divisions as appropriate.
 - d. Communicate with proposer with questions, requests for additional information, and/or requests or suggestions for proposal modifications.
 - e. Provide notice of Project Proposal status as approved or denied.
 - i. If approved, facilitate the process with the proposer to project completion.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

The intent of this process is to streamline review, evaluation, and decision making against existing plans, standards, and uses. Please contact our mainline at 218-730-4300 for additional information.

Thank you for proposing projects that improve and enhance our City!

Jessica Peterson
Parks and Recreation Manager

Updated May 2022



PROJECT PROPOSAL APPLICATION FORM

Use this form to propose a City of Duluth improvement project on park property. Responses should be attached to your submission. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

Please submit completed application materials to: projectproposal@duluthmn.gov.

APPLICANT CONTACT INFORMATION - REQUIRED

Date of Application

Name

Organization

Email

Phone

Organization Description (length operating, membership, formal/informal, non-profit status, mission, etc.)

Proposed Project Name

Proposed Project Location

PROJECT PROPOSAL FORM - APPLICATION QUESTIONS

Please submit responses to the following questions regarding your proposed project.

- 1. Describe, with as much detail as possible, the location(s) of the proposed project.** Give the park/trail name(s), location within park/trail, GPS coordinates, and/or attach an image clearly identifying the location(s).
- 2. Describe the proposed project in as much detail as possible.** Why is the project needed and necessary? What is the timeline? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required for any physical improvements. These may include location, sizes, wording, colors, etc. Include or attach any additional information about this project.
- 3. Describe the benefits of the proposed project.** Is it expected to add to or reduce costs for the City or a user group? Is it a functional improvement? Does it provide aesthetic benefit to the park? Are there potential safety concerns or does it resolve safety concerns?

4. **Describe the approximate cost to complete the project and the funding sources.** Are funding sources planned, pending, or secured? Is the proposer seeking City funding or resources to support the project? If so, what resources and how much (time, materials, cash contribution...)?

5. **Does this project have the support of neighbors living nearby and/or other groups who may be regularly using the space?** How have you communicated the proposed project to them?

6. **Does the project require any specific permitting?** If so, have permits been secured? (Park space reservations for exclusive use, construction permits, land use, etc.)

NOTE: It is generally advised that applicants be aware of permit requirements, but not pursue these until approval of the project is granted.

7. **Long-term maintenance.** If applicable, what is the long-term maintenance plan for the proposed project? Who will be involved and what are their proposed roles/responsibilities? Timeline?

For Temporary Art Installations:

8. **Describe the envisioned timeline and duration of the installation.** Dates, length of time, etc. from installation to removal.

9. **Does the project have a designated point of contact** to respond to vandalism, damage, etc. on short notice if needed? Please provide contact information.

10. If an event is intended to coincide with the installation, have you or will you be coordinating this with the Parks Permit Coordinator or another City staff person? Please share details.

Additional Information:

FOR OFFICE USE ONLY

The following criteria will be used to evaluate project proposals:

- Impacts to any of the following energy types? Electricity, Gas, Oil, Steam, Water and Sewer.
- Alignment and compatibility with plans: Comprehensive Plan, Parks and Recreation Master Plan, system plans, strategic plans, mini-master plans, etc.
- Compliance with ADA and/or ABA standards for accessibility
Compatibility with surrounding and adjoining uses
- Compatibility with current licenses, agreements, contracts between City and applicable third-party organizations
- Compliance with zoning and land use
- Permit requirements identified and able to be obtained

	Y	N	N/A
1. Is the proposed location(s) available and safe for proposed project?			
2. Will the proposed project ensure that current users or park use have limited negative impact or interference? (Safety, enjoyment of space...)			
3. Will the proposed project ensure that the physical nature of the site and its surroundings—short and long-term—are not negatively impacted? <i>Turf damage, modifications creating safety concerns, tree damage, litter, disintegration or detachment of installation materials...</i>			
4. If the park has an established theme or style, will the proposed project complement that theme or style?			
5. Is the proposer or their approved appointee available to respond to, address, repair, and/or remove the proposed project materials within a reasonable notice period if requested by City? <i>Graffiti, vandalism, weather impacts, broken parts, etc.</i>			
6. Will private/special/public events in the vicinity of the proposed project remain unaffected?			
a. If affected, is artist willing to adjust or mitigate?			
7. Might private/special/public events benefit from the proposed project?			
8. Temporary Art: Is this truly a Temporary Art Installation? <i>Not a permanent installation, permanent mural, nor a special/private event. Consult permitting as appropriate.</i>			

CITY OF DULUTH
PARKS AND RECREATION
411 WEST FIRST STREET DULUTH, MN 55802
projectproposal@duluthmn.gov
(218) 730-4300

Appendix E

Evaluation and Scoring Criteria for Operation and Maintenance of Indian Point Campground

Evaluation Criteria	Performance Standards		Weight
Qualifications of the Bidder and Personnel	Expertise, capabilities and technical competence of proposer to conduct this project, as demonstrated by: <ul style="list-style-type: none"> • Responder's expressed project understanding; • Qualifications and related experience of key staff members • References from other clients 		30%
Knowledge and Experience of the Camping Industry	Specialized background and experience of project personnel to conduct this project, as demonstrated by: <ul style="list-style-type: none"> • Familiarity and experience with handling similar projects • Knowledge of camping industry trends • Knowledge of camping industry in Midwest 		30%
Operations and Staffing Model	Operation and Staffing model <ul style="list-style-type: none"> • Clearly defined roles and responsibilities of key staff members • Detailed work plan including a breakdown of services/frequency • Sample Pet Policy • List of other policies 		20%
Revenue Share Proposal	Revenue Share Proposal		20%
Criteria for Assigning Points	# of Points	Definition	
Far exceeds Performance Standards	9.0 – 10.0	The proposal demonstrates an innovative understanding of the requirements and final product would significantly exceed performance standards	
Exceeds Performance Standards	7.0 – 8.5	The proposal demonstrates a very good or excellent understanding of the requirements and final product would exceed performance standards	
Meets Performance Standards	5.0 – 6.5	The proposal demonstrates an acceptable or good understanding of the requirements and final product would meet performance standards	
Does Not Meet Performance Standards	3.0 – 4.5	The proposal demonstrates a limited understanding of the requirements and final product would marginally meet performance standards	
Unacceptable	1.0 – 2.5	The proposal demonstrates a misunderstanding of the requirements and final product would fail to meet performance standards	

(Score Sheet on Reverse)