

Exhibit 1

SKYWALK BRIDGE OPERATION AND MAINTENANCE AGREEMENT

This Skywalk Bridge Operation and Maintenance Agreement (this “Agreement”), entered into this _____ day of _____, 2021, is by and between the **CITY OF DULUTH**, a municipal corporation organized and existing under the laws of the State of Minnesota, hereinafter referred to as the “City,” and the **DULUTH ENTERTAINMENT AND CONVENTION CENTER AUTHORITY**, an authority of the State of Minnesota, created and existing under laws of Minnesota, 1963, Chapter 305, as amended, hereinafter referred to as the “DECC.” The City and the DECC are collectively referred to as the “Parties.”

WHEREAS, the City constructed, owns, and operates a downtown skywalk system providing enclosed pedestrian passageways connecting numerous buildings within the downtown and surrounding area, which is depicted on the attached Exhibit A (the “Skywalk System”).

WHEREAS, the pedestrian passageway connected to the DECC’s main attraction complex is a part of the Skywalk System, which passageway is depicted on the attached Exhibit B and referred to in this Agreement as the “Northwest Passage.”

WHEREAS, the Northwest Passage serves as a major pedestrian connection between downtown Duluth and the DECC’s facilities, benefitting both the DECC and downtown Duluth.

WHEREAS, because of its relation to the DECC’s other facilities, the Parties agree that the Northwest Passage should be deemed part of the “arena auditorium” for purposes of Laws of Minnesota, 1963, Chapter 305 and, as such, a facility that can be operated by the DECC pursuant to said statute.

WHEREAS, the DECC and the City agree that the DECC should operate and maintain the Northwest Passage for the benefit of the City, the DECC and the general public, and are entering into this Agreement in order to document the terms of their agreement.

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

I. Statement of Purpose

A. The City is the owner and operator of the Northwest Passage by virtue of its general municipal powers to construct, own, and operate pedestrian transportation facilities for the benefit of the general public.

B. The purpose of this Agreement is to obligate the DECC to maintain and operate the Northwest Passage, on behalf of the City, according to the terms and conditions of this Agreement. The DECC will operate and maintain the Northwest Passage as an “arena-auditorium” facility pursuant to Laws of Minnesota, 1963, Chapter 305, Section 5.

II. Operation and Maintenance

A. The DECC agrees, at its sole expense, to operate and maintain the Northwest Passage during the Term in compliance with all applicable laws, ordinances and regulations. The DECC's operation and maintenance obligations shall include, but are not limited to, the following:

1. Maintain the Northwest Passage in good order and condition and safe and reasonable state of repair; provided that the DECC shall not be responsible for the repairs or maintenance responsibilities assigned to the City as set forth in Section II.G. below.

2. Operate the heating, lighting, and ventilation systems of the Northwest Passage, maintaining a minimum temperature of 60 degrees Fahrenheit. All costs associated with operating the heating, lighting and ventilation systems shall be promptly paid by the DECC.

3. Ensure that the Northwest Passage is clean and well maintained at all times in accordance with the minimum standards set forth in the attached Exhibit C, including collection of litter and other waste, and arranging for proper removal and disposal of garbage, recycling and other debris.

4. Notify the City's Property and Facilities Manager (the "Manager") of (i) any malfunctions or mechanical or structural defects, failures, or problems with the Northwest Passage and (ii) necessary major repair work or Non-Routine Maintenance (defined below).

5. Perform such other tasks related to operation of the Northwest Passage as shall be reasonably directed by the Manager, including but not limited to repair, maintenance, and replacement of the floor tiles, drywall, light bulbs and ballasts.

6. Keep the Northwest Passage open to pedestrian traffic as further set forth in Section IV. below.

7. Provide all personnel, equipment, and supplies necessary to carry out the obligations described in this Agreement.

B. The DECC may not make any expansions, alterations or structural changes to the Northwest Passage and will not make or allow to be made in any way, directly or indirectly, any internal or covered connection between Northwest Passage as it now exists and any other building without written approval of the City. The DECC may not enter into any agreements with respect to the Northwest Passage, except those that are directly related to satisfying the DECC's obligations under this Agreement. The DECC may not permit any use of the Northwest Passage other than as a pedestrian passageway.

C. The DECC acknowledges that the possession, use, and sale of alcohol is not permitted in the Northwest Passage. The DECC acknowledges that there shall be no smoking or use of tobacco or illegal drugs whatsoever in the Northwest Passage. The DECC shall enforce these prohibitions.

D. The DECC shall promptly notify the Manager in writing of any incident of injury to any person or loss or damage to property occurring on or within the Northwest Passage during

the Term. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjustor. A copy of the City's form of Incident Report is attached as Exhibit D.

E. The DECC shall be responsible for all other obligations and expenses not specifically mentioned in this Agreement related to the operation and maintenance of the Northwest Passage, except that Non-Routine Maintenance (hereinafter defined) and all other items allocated to the City in Section II.G. below remain the responsibility of the City.

F. In the event the DECC fails to carry out its obligations, the City may itself clean, maintain, operate, or repair the Northwest Passage, or cause it to be cleaned, maintained, operated, or repaired, and the DECC shall reimburse the City for the direct and indirect costs incurred by the City for the performance of said work immediately upon being billed therefore by the City.

G. The City shall, at its expense, be responsible for capital improvements, major repairs and Non-Routine Maintenance to the structural and mechanical components of the Northwest Passage, all of which may be performed in the City's sole discretion. "Non-Routine Maintenance" shall include major system replacement and repair items or replacement of whole systems, major building and/or assembly or upgrade of any fixed asset, locks and key changes, and window and roof repairs/replacement.

H. The Northwest Passage has or will have a gate or door(s) installed at the location labeled on Exhibit B (the "Gate") so that the connection between the Skywalk System and the DECC may be closed outside of the Skywalk Hours (hereinafter defined). The Gate will be electronically controlled to open and close. In the event that the electronic controls for the Gate are not functioning, the DECC will be responsible to manually open and close the Gate to ensure uninterrupted access to the Skyway System during the Skywalk Hours.

III. Term of Agreement and Termination

A. Term

Notwithstanding the date of execution, the term of this Agreement shall commence on September 1, 2021, and continue through August 31, 2024, unless earlier terminated as provided for herein (the "Term").

B. Termination

1. Without Cause.

Either party may terminate this Agreement without cause by providing at least sixty (60) days' written notice to the other party.

2. For Cause.

The City may terminate this Agreement for the material breach by the DECC of any provision of this Agreement, including its exhibits, if such breach is not cured to the satisfaction of the City within fourteen (14) 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.

IV. Hours of Operation

A. Taking into account both the needs of the City with respect to the entire Skywalk System and its users and the operational and security needs of the Northwest Passage and the DECC's facilities, the DECC shall keep the Northwest Passage open to pedestrian traffic from 6:00 a.m. to 10:00 p.m., seven (7) days a week (the "Skywalk Hours").

B. The DECC shall extend the Skywalk Hours, to as early as 5:00 a.m. and as late as 1:00 a.m., during events held at the DECC's facilities or upon reasonable request of the City.

C. Nothing contained in this Agreement shall prevent either party from temporarily closing off access to the Northwest Passage when necessary to: (a) permit repairs and maintenance of the Northwest Passage; (b) prevent the public from acquiring prescriptive or other rights in the Northwest Passage; (c) permit replacements, alterations, or additions to the Northwest Passage, including relocation of interior passageways; (d) comply with governmental orders; (e) respond to any emergency threatening pedestrian or property safety, or (f) prevent loitering or other disturbances and occurrences inconsistent or incompatible with the nature, character, or use of those portions of the Skywalk System or the DECC's facilities adjacent to or in the vicinity of the Northwest Passageway.

V. Insurance, Damage, Destruction, and Indemnification

A. Insurance

1. DECC, at its sole cost and expense, shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Commercial General Liability Form in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100ths (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured. Insurance shall cover:

- a. Public liability, including premises and operations coverage;
- b. Independent contractors—protective contingent liability;
- c. Personal injury; and
- d. Contractual liability covering the indemnity obligations set forth herein.

2. DECC agrees to provide and maintain Workers' Compensation Coverage in statutory amounts with "all states" endorsement. Employees liability insurance shall be carried in limits of One Hundred Thousand and No/100 (\$100,000.00) Dollars per employee.

3. DECC will provide City with annual certificates of insurance to evidence the required insurance coverages.

4. All insurance provided by DECC under this section will be issued by financially responsible insurance companies licensed to do business in the State of Minnesota. Each policy

will provide for at least thirty (30) days' written notice to the Parties prior to cancellation, non-renewal, or material modification. DECC shall deposit certificates evidencing each policy to City not less than five (5) days prior to the expiration of the term of the expiring policy. All insurance required under this section may be provided in one or more blanket policies.

B. Indemnification

To the extent permitted by law, the DECC shall indemnify, defend (with counsel reasonably satisfactory to the City) and hold the City and the City's officers, officials, employees, representatives, agents and successors and assigns (collectively, the "Indemnified Parties") harmless for, from and against any claims, damages, costs, liabilities, and losses of any nature arising from:

1. Any injury to or death of any person or damage to property in or upon the Northwest Passage, or growing out of or in connection with the use or non-use, condition or occupancy of the Northwest Passage or any part thereof; and
2. Any violation by the DECC of any provision of this Agreement;

Promptly after receipt by the City of notice of the commencement of any action with respect to which the DECC is required to indemnify an Indemnified Party under this Agreement, the City shall notify the DECC in writing of the commencement thereof, and, subject to the provisions of this Agreement, the DECC shall assume the defense of such action, including the employment of counsel satisfactory to the Indemnified Party and the payment of expenses. In so far as such action shall relate to any alleged liability of the City with respect to which indemnity may be sought against the DECC, the City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such separate counsel shall be at the expense of the DECC.

VI. Notices

A notice, demand, or other communication under this Agreement by either party to the other shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the Parties at the addresses hereinafter set forth or to such other respective persons or addresses as the Parties may designate to each other in writing from time to time.

City of Duluth
Property & Facilities Manager
1532 West Michigan Street
Duluth, MN 55806
(218) 730-4435

DECC
Attn: Executive Director
350 Harbor Drive
Duluth, Minnesota 55802
(218) 623-1209

VII. Assignment

DECC shall not assign, transfer, sublet or subcontract this Agreement or any rights, privileges or duties conferred thereby unless the written approval of the City has been secured and the insurance requirements of this Agreement are met by the third party receiving such interest. Such third party shall agree to be subject to all of the terms and conditions of this Agreement and shall be subject thereto. In addition, the approval of any such third party shall not in any way

relieve DECC of any of its obligations under this Agreement, whether or not such obligations are performed by a third party.

VIII. Signage and Permitting

Per Chapter 44A of the Duluth City Code, including Section 44A-10, the City reserves the right to control all signage, advertising and permitting within the Northwest Passage.

IX. General Provisions

A. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the Parties or of constituting the DECC or any of its officers, agents, servants, employees or volunteers as an officer, agent, servant, representative, employee or volunteer of the City for any purpose or in any manner whatsoever. The DECC's officers, agents, servants, employees or volunteers shall not be considered as employees or volunteers of the City, and any and all claims which may or might arise under the Workers' Compensation Act of the State of Minnesota, and any claims whatsoever on behalf of said officers, agents, servants, employees or volunteers arising out of employment, including, without limitation, claims of discrimination, shall in no way be the responsibility of the City. The DECC's officers, agents, servants, employees and volunteers shall not be entitled to any compensation or right or benefits from the City of any kind whatsoever, including but not limited to, vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, severance pay, etc.

B. The DECC shall not discriminate in a manner prohibited by the United States Constitution, or the laws of the United States, State of Minnesota, County of St. Louis, or City of Duluth in the use of the Northwest Passage.

C. Nothing in this Agreement is intended to or should be construed as a waiver by the City of any immunities, defenses or other limitations on liability to which the City is entitled by law, including, but not limited to, the liability limits under Minnesota Statutes Chapter 466.

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

E. By this Agreement the Parties do not create a principle/agent relationship. The DECC shall not be deemed as acting as an agent of the City nor shall it be deemed as acting in an official capacity. The DECC is the operator of the Northwest Passage and shall not represent itself as an agent of the City.

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

G. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and

provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

H. This Agreement is to be construed and understood solely as an agreement between the Parties and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the Parties, may be waived at any time by mutual written agreement between the Parties.

I. The Parties represent to each other that the execution of this Agreement has been duly and fully authorized by their governing bodies or boards, that the officers of the Parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said Parties on their behalf will constitute and be the binding obligation and agreement of the Parties in accordance with the terms and conditions hereof.

J. All data collected, created, received, maintained or disseminated for any purpose by the Parties because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Parties shall comply with the Minnesota Government Data Practices Act. The Parties agree to hold the other party, its officers, and employees harmless from any claims resulting from the other party's failure to comply with this law. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data by the DECC. If the DECC receives a request to release the data referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, the DECC must immediately notify the City and consult with the City as to how the DECC should respond to the request. The DECC agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement for six (6) years after expiration or termination of this Agreement. All data collected, created, received, maintained or disseminated for any purpose by the Parties because of this Agreement is governed by the Minnesota Data Practices Act.

K. This Agreement shall supersede all prior negotiations, understandings, or agreements and is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon. There are no representations, warranties or stipulations, either oral or written, not herein contained. This Agreement may be amended only by a written instrument signed by both Parties.

L. 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.

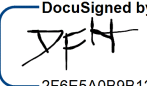
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IN WITNESS WHEREOF, the Parties have set their hands the day and year set forth below.

CITY OF DULUTH

DULUTH ENTERTAINMENT AND
CONVENTION CENTER AUTHORITY

By: _____
Mayor

DocuSigned by:

By: _____
2F6E5A0B9B124EE...

Executive Director
Its: _____

Attest: _____
City Clerk

Dan Hartman
Printed Name: _____

Dated: _____

9/8/2021
Dated: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

EXHIBIT C

Minimum Cleaning Standards

1. Clean the Northwest Passage two to three (2-3) times weekly, at a minimum, as follows:
 - a. Dust mop and wet mop/auto scrub
 - b. Spot clean glass doors and windows
 - c. Dust ledges, heaters, and railings
 - d. Dust horizontal surfaces – window ledges, etc.
 - e. Spot clean metal door frames and doors
 - f. Spot clean walls
 - g. Spot clean entry glass and adjacent glass
 - h. Empty trash – damp wipe containers, if needed
 - i. Clean ceiling light diffusers
 - j. Vacuum all carpet runners
 - k. Polish all stainless steel in public areas
2. Regularly check the Northwest Passage for cleanliness with a visual inspection.
3. Have a plan for spot cleaning and emergency cleaning and carry out said plan, as those needs arise.

EXHIBIT A



LEGEND

- Lakewalk
- Lakewalk Entrance
- ➔ One Way Street
- Parking
- Parks
- Scenic Railroad
- RR Scenic Railroad Boarding Stop
- Skywalk System
- ? Visitor Information
- ♿ Washrooms
- Bob Dylan Way

SKYWALK MILEAGE

- 1/2 MILE (Round Trip)
- 2/3 MILE (Round Trip)
- 1/3 MILE (Round Trip)
- 3/4 MILE (Round Trip)

LAKEWALK MILEAGE

- 6.2 MILES (12.4 miles round Trip)
- Lakewalk from Canal Park to 60th Ave E*



Duluth Downtown Waterfront Clean & Safe Team

At your service . . .
 Direction & Information
 Hospitality · Crime Prevention
 Public Safety · Visibility
(218) 390-8899

This is the Downtown Waterfront!

ATTRACTIONS, LANDMARKS AND PARKS

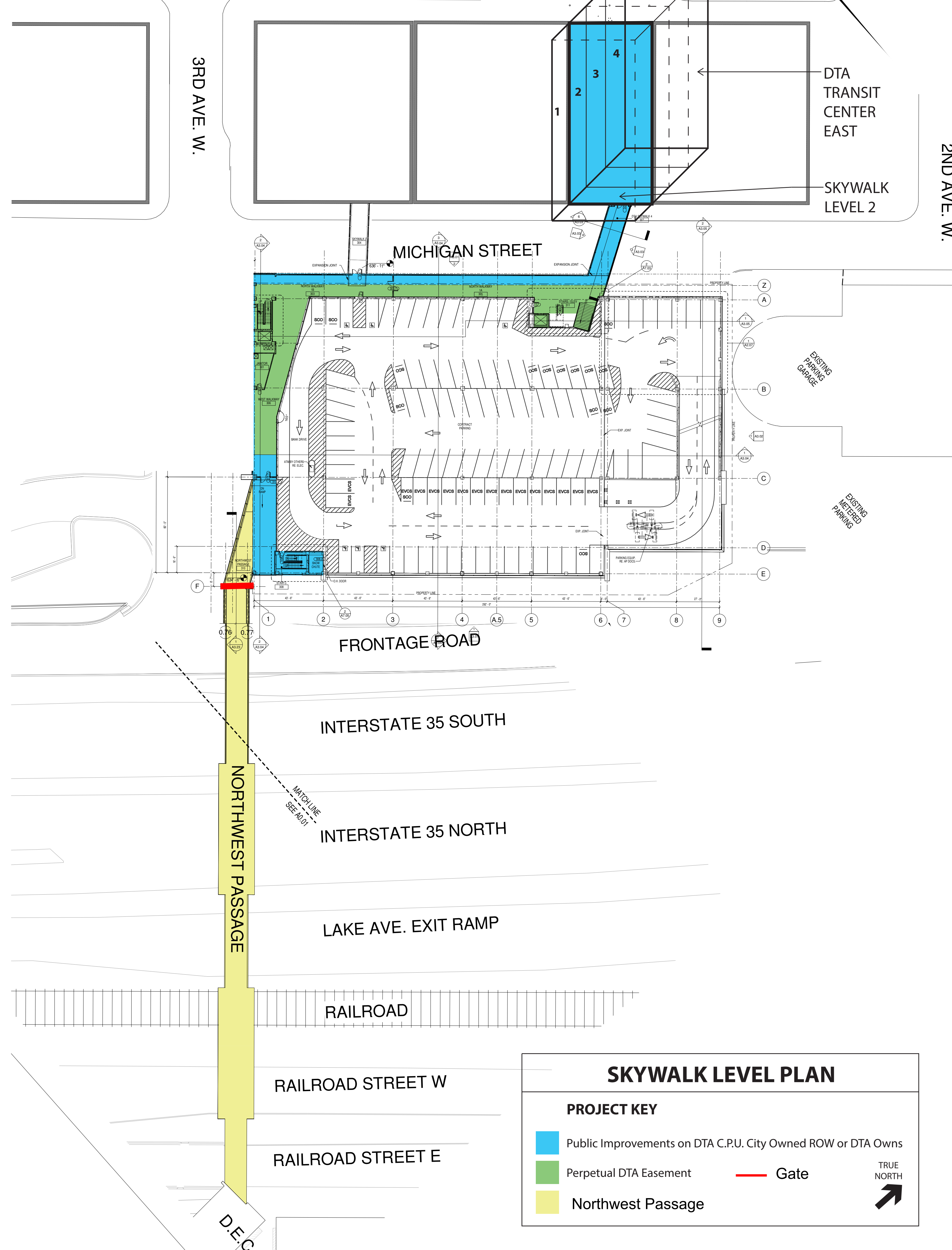
G 13 Aerial Lift Bridge	I 4 Greater Downtown Council
B 9 Bayfront Park	K 6 Lake Place Park & Image Wall
G 13 Lake Superior Maritime Visitor Center	U 7 Leif Erickson Park (Rose Garden)
F 10 Charter Fishing Dock	D 5 Public Library
D 3 Civic Center	G 10 Minnesota Slip Drawbridge
F 9 DECC	F 7 Northwest Passage/Skywalk
C 6 Depot/Duluth Heritage & Art Center	D 6 North Shore Scenic Railroad Stop
H 10 DeWitt Seitz Marketplace	C 8 Playfront Park
G 5 DTA Transit Center	I 5 Visit Duluth
I 8 Entry Clock Tower	F 10 Vista Cruises
P 6 Fitger's	G 8 William A. Irvin Ore Boat Museum
K 5 Fond-du-Luth Casino	
D 9 Great Lakes Aquarium & Freshwater Discovery Center	
U 7 Greater Downtown Council's Movies in the Park	
H 13 Horse Carriages	
G 8 Marcus Duluth Cinema	

To access downtown from I-35 eastbound, exit at 5th Ave. W.
 To access downtown from I-35 westbound, exit at Lake Ave.
 Free parking evenings & weekends at many ramps and on-street meters.



PARK PLUS COUPONS - Many downtown businesses participate in this free parking program. Ask for your coupon to park in the ramps or ride on the DTA.

EXHIBIT B SUPERIOR STREET



DTA
TRANSIT
CENTER
EAST

SKYWALK
LEVEL 2

3RD AVE. W.

2ND AVE. W.

MICHIGAN STREET

FRONTAGE ROAD

INTERSTATE 35 SOUTH

INTERSTATE 35 NORTH

LAKE AVE. EXIT RAMP

RAILROAD

RAILROAD STREET W

RAILROAD STREET E

D.E.C.C.

SKYWALK LEVEL PLAN

PROJECT KEY

- Public Improvements on DTA C.P.U. City Owned ROW or DTA Owns
- Perpetual DTA Easement
- Northwest Passage
- Gate



EXHIBIT C

Skywalk Cleaning and Maintenance Expectations, Standards, and Procedures

Cleaning Standards:

1. Clean areas of responsibility at a minimum of two to three (2-3) times per week
2. Regularly check areas of responsibility for cleanliness by daily visual inspections
3. Create and implement plan for spot cleaning and emergency cleaning (as need arises)
4. Ensure that skywalk is clean and well-maintained at all times

Cleaning Responsibilities (as it is applicable to each section):

1. Dust mop and wet mop/auto scrub Skywalk
2. Spot clean glass door and window in Skywalk
3. Dust ledges, heaters, and railings in Skywalk
4. Clean interiors and exterior of elevators and landings
5. Dust horizontal surfaces – windows, ledges, etc.
6. Spot clean metal door frames and doors
7. Spot clean walls
8. Spot clean entry glass and adjacent glass
9. Empty trash – damp wipe containers, if needed
10. Clean ceiling light diffusers
11. Clean and sanitize restrooms
12. Vacuum all carpet runners
13. Polish all stainless steel in public areas
14. Polish all stainless in elevators
15. Spot and emergency clean as necessary

Maintenance Standards:

1. The Skywalk Administrator and the Greater Downtown Council (GDC) will work together to assess and ensure application maintenance standards are applied in all areas.
2. Building owners will keep Skywalk corridors in good working condition
 - a. Doors, locks, and glass will be functional and well-maintained without obvious or operational defects.
 - b. Skywalk tunnels, corridors, and bridges will be functional, meet code and life safety requirements, and be without minor or major operational defects.
 - c. Carpet and tile will be in good condition and must be replaced as necessary.
 - d. Lights will be functional at all times.

- e. Skywalk HVAC systems will provide adequate climate control—approximately 50-60 degrees year round at a minimum—and corridors and bridges must be comfortable enough to traverse without a jacket. The City may add temporary heat to bridges and corridors deemed too cold should a building owner fail to negotiate a sufficient and reasonable solution to the temperature problem. The cost of supplemental heat will be billed back to those owners responsible for the bridge or corridor in question.
- f. Building and systems connecting to the Skywalk system will be in good working order and will not cause any damage to Skywalk corridors, tunnels, or bridges.

Inspections, Reporting, and Correction Procedures:

- 1. A specifications sheet may be generated for a Skywalk building owner to confirm area of responsibility and area specific cleaning and maintenance needs on an as-needed basis.
- 2. The Clean and Safe Team (GDC), in partnership with the City of Duluth, will perform regular visual inspections of the entire Skywalk system as part of its regular duties.
- 3. When cleaning and maintenance issues are identified, they will be verbally communicated to the building owner by the Clean and Safe Team or the Skywalk Administrator. Options for remedy may be discussed and/or negotiated, provided that solutions to said issues are resolved in a reasonable timeframe to the Skywalk Administrator's satisfaction.
- 4. Cleaning. If the owner does not correct the identified major/emergency cleaning issue(s) within 24 hours, then the Clean and Safe Team (or any other inspector) will write up the issue and submit it to the City Skywalk Administrator. If owner(s) is cited for not meeting minimum standards for routine cleaning, then the City will notify the deficiency and the owner must respond within four (4) business days with a new cleaning plan and a negotiated cleaning specification sheet for the area identified.
- 5. If owner fails to respond and correct the deficiency noted in the written citation, then the Skywalk Administrator will take the following measures:
 - a. Skywalk Administrator will hire a cleaning company to deal with the identified cleaning issue;
 - b. The cleaning company will bill the City, and the Skywalk Administrator will invoice the building owner for the cleaning service; and
 - c. If, after thirty (30) days, the building owner has not reimbursed the City, a lien will be filed by the Skywalk Administrator (with the County) against property

taxes owed for the total amount of the invoice. Any other remedies prescribed under the Duluth City Code will also be applied and/or enforced.

6. Maintenance. If the owner does not correct or communicate an effective plan to correct the identified maintenance issue(s) within five (5) days from the verbal notice, then the Clean and Safe Team (or any other inspector) will write up the issue and submit it to the Skywalk Administrator
7. Maintenance issues that are written up and given to the Skywalk Administrator will be dealt with in the following manner:
 - a. Skywalk Administrator will contact the building owner and seek to find a remedy;
 - b. If the building owner is not available and/or willing to remedy the maintenance issue, then the City will hire a contractor to fix the issue and will then send the invoice to the building owner; and
 - c. If, after 30 days, the building owner has not reimbursed the city, a lien will be filed by the Skywalk Administrator (with the county) against property taxes owed for the total amount of the invoice. Any other remedies prescribed under the Duluth City Code will also be applied and/or enforced.

Process to Implement New Procedures:

Specification Sheets

1. Conduct visual walk-through inspections of the Skywalk and create building specification sheets (as needed) for cleaning and maintenance of each part of the Skywalk system, by owner; and
2. Communicate finalized specifications for cleaning and maintenance to each building owner, by mail and in-person with building owner or designated representative.

Cleaning and Maintenance Standards

1. Communicate and discuss new and/or revised standards and procedures with input from the GDC, BOMA, and Skywalk Committee;
2. Get official letters of support from GDC and BOMA;
3. Communicate said support to City Administration; clarify standards and procedures with City Attorney;
4. Communicate standards and procedures to all Skywalk building owners;

5. City council approval of new standards and procedures in accordance with Section 44A-12(b) of the Duluth City Code; and
6. Implement and manage new standards and procedures.

EXHIBIT D 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: <input type="checkbox"/> safety violation <input type="checkbox"/> machine malfunction <input type="checkbox"/> product defect <input type="checkbox"/> motor vehicle accident <input type="checkbox"/> N/A		
Supervisor comments:		
What actions have been taken to prevent recurrence?		

City of Duluth Incident/Injury Report

CAUSE

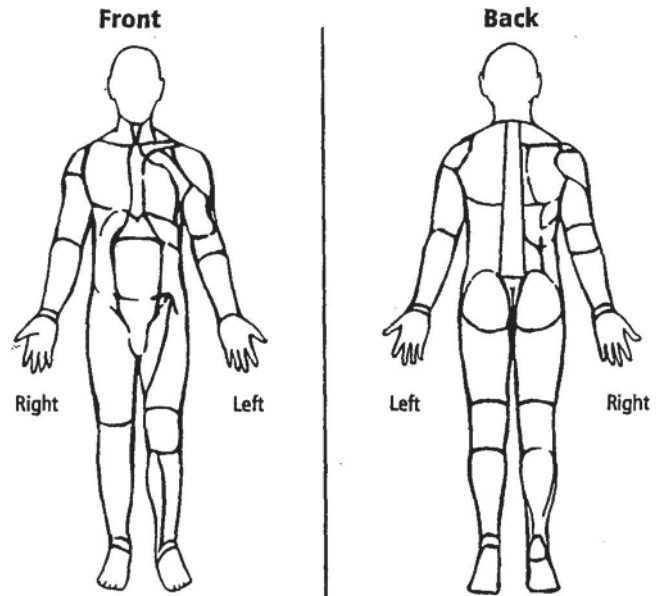
- Slip and fall
 Struck by equipment
 Lifting or moving
 Caught (in, on, or between)
 Needle puncture
 Object in eye (Right Left)
 Repetitive/overuse
 Other (specify): _____

TYPE OF INJURY

- Scrape/bruise
 Sprain/strain
 Puncture wound
 Cut/laceration
 Concussion
 Bite
 Chemical burn/rash/breathing difficulties
 No apparent injury
 Other (specify): _____

MARK AREAS OF INJURY BELOW:

Areas can be marked by typing an "X" in the text box wherever needed.

**COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE**

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)

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: <input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow	Roadway conditions: <input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> Unpaved <input type="checkbox"/> Ice	Light conditions: <input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor	Approximate temperature: _____ °F Estimated speed: _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

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

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____