

**LICENSE AGREEMENT  
BETWEEN CITY OF DULUTH AND  
DULUTH CROSS COUNTRY SKI CLUB**

THIS LICENSE AGREEMENT (this “Agreement”) is entered into by and between DULUTH CROSS COUNTRY SKI CLUB, a Minnesota non-profit corporation (“DXC”), and the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (the “City”).

The parties acknowledge the following:

A. The City maintains and grooms a total of 42 kilometers of cross country ski trails in the following locations throughout the City: Lester Park, Chester Park, Hartley Park, Piedmont, and Magney Snively (collectively, the “Trails”), on real property the City either owns or has an interest in. The locations of the Trails are depicted on the maps attached as Exhibits A-E.

B. DXC’s mission is to provide healthy lifestyles, fitness, and fun through cross-country skiing by providing programs, informational resources and special events to the community (its “Mission”). DXC works to accomplish its Mission by: (a) promoting and supporting cross country skiing in Duluth; (b) providing cross country skiing resources and information to the community; (c) offering opportunities for youth and adults to ski, race and socialize; and (d) preserving, maintaining and enhancing ski trails and facilities.

C. In May 2015, the Duluth City Council passed the Duluth Cross Country Ski Trail Master Plan, which outlines the City’s vision for cross country ski trail standardization, grooming and other maintenance responsibilities, scheduling of trail activities, improved wayfinding and trail signage, and consideration of additional cross country skiing opportunities (the “Plan”).

D. To further its Mission, DXC wishes to clear brush, trees and other vegetation from the Trails (collectively, the “Project Areas”) to assist the City with the preservation, maintenance, and enhancement of the Trails (the “Trail Maintenance Project”).

E. The City wishes to create a revocable, non-exclusive license in favor of DXC to allow DXC to complete the Trail Maintenance Project in accordance with the terms and conditions of this Agreement and consistent with the Plan.

F. DXC has represented itself as fully capable of completing the Trail Maintenance Project and as qualified and willing to perform the Trail Maintenance Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. THE LICENSE.

A. Subject to the terms and conditions set forth in this Agreement, the City grants to DXC a revocable, non-exclusive license to enter the Project Areas for the limited purpose of completing the Trail Maintenance Project. The Trail Maintenance Project shall be completed by DXC at no cost to the City.

B. DXC acknowledges and understands that the Project Areas are public property, and the cooperation of all users and coordination of activities is required. This cooperation includes ingress, egress and use of amenities and related improvements. DXC agrees that the City's Manager of Parks and Recreation or his or her designee (the "Manager") shall ultimately determine the appropriate use of the Project Areas and shall decide any disputes between DXC and any other users of the Project Areas.

C. DXC's use of the Project Areas shall in no way limit or restrict the City's or the public's use of the Project Areas. The City shall continue to enjoy unlimited access to the Project Areas during the Term (defined below).

D. DXC shall be responsible for all of its costs and employee compensation in connection with the Trail Maintenance Project, including but not limited to payroll, rental or purchase of equipment and all other expenses. DXC may utilize the City's Volunteer Toolshed in accordance with the then-current policies governing use of the Volunteer Toolshed. DXC's staff members and volunteers shall be employees or agents solely of DXC and not employees or agents of the City.

E. DXC will work on the Trail Maintenance Project in coordination with the City's Parks and Recreation Department, with the Manager serving as the primary contact for the City. DXC shall notify the City in writing no less than one week in advance of any planned activities, including ATV use, on any portion of the Project Areas. However, the Manager may grant DXC permission to work within the Project Areas with less than one week's notice in the Manager's sole discretion. In the event that the City determines, in its sole discretion, that the planned activities will interfere in any way with other activities planned for that time period (either in the Project Areas or other areas), DXC shall reschedule its planned activities for a time that is acceptable to the City. In the event of a major wind or other event causing substantial damage or blockage to one or more of the Trails, the City may indefinitely suspend DXC's access to the affected Trails by providing written notice to DXC.

F. DXC acknowledges that the City may be working within the Project Areas or nearby areas during the Term, and that DXC's activities cannot interfere with the City's activities.

G. DXC acknowledges that portions of the Project Areas are on property owned by the State of Minnesota and managed by St. Louis County (the "State Areas"). As to the State Areas, DXC must comply with (i) this Agreement, (ii) all applicable rules, regulations and laws, and (iii) the terms and conditions of written trail authorization agreement(s) now existing or entered into from time to time between the City and the

State of Minnesota and/or St. Louis County (collectively, the “Trail Authorizations”). The City shall provide DXC with copies of the Trail Authorizations. In the event that any terms and conditions of any of the Trail Authorization(s) contradict any terms or conditions of this Agreement, the terms and conditions set forth in the Trail Authorizations shall supersede the terms and conditions set forth in this Agreement.

II. TERM OF THIS AGREEMENT. Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on or about February 1, 2019, and shall continue through January 31, 2022, unless earlier terminated as provided in this Agreement (the “Term”).

III. LICENSE ACTIVITIES.

A. Removal of Brush, Trees, and Other Vegetation. DXC may, under the following conditions and with the advance approval required by Article I.E. above, remove brush, trees and other vegetation from the Project Areas:

1. DXC may use the following methods to remove brush, trees and other vegetation from the Project Areas: manual hand tools, chainsaws, brush saws, wood chipper, weed wackers, and walk behind brush mowers. DXC may not use any machinery not otherwise listed to remove brush, trees and other vegetation.

2. DXC may not use chemical methods to remove brush, trees, and other vegetation, except (i) when removing or attempting to remove invasive species, and (ii) with written approval from the City. If DXC wishes to use chemical removal methods, it must submit a written request in advance. The City may approve or refuse a request to use chemical removal methods in its sole discretion. In the event chemical removal methods are authorized, DXC shall (i) use only the specific chemicals and methods authorized by the City, in the approved quantities; (ii) only disperse the chemical(s) on the invasive species identified in the City’s written approval; and (iii) use, transport and store the chemical(s) in accordance with applicable law and consistent with all guidelines imposed by the City.

3. All brush and other vegetation shall be slashed and dispersed on site so that it sits no higher than 18” off the ground with cut ends pointed away from the Trail whenever possible. All cut and/or slashed vegetation shall be dragged away from main trail corridors so that it is out of sight from users of the Trails. Wood chips may not be left in piles higher than four inches off the ground. Cut and/or slashed vegetation, including wood chips, shall not be deposited into suspected wetlands, low lands, or drainage ways.

4. All cut trees shall be left on site, but dragged away from the main trail corridor so that they are out of site from the users of the Trails. All tree stumps and cut ends of standing vegetation shall be left no higher than three inches off the ground.

5. Standing maple, oak, pine, cedar, and all other tree species protected under the City's Uniform Development Chapter ("UDC"), regardless of diameter, require written approval from the Manager before removal. Fallen trees, including the species protected under the UDC, with a diameter of six inches or less may be removed by DXC without written permission. All standing or downed trees with a diameter wider than six inches require written approval from the Manager before removal. DXC shall submit tree removal requests in writing to the City prior to removal of any tree requiring the Manager's approval, which the City may approve or reject in its sole discretion. In the event the City approves a request to remove a tree with a diameter of greater than six inches, the City will be responsible to remove said trees(s).

6. DXC must provide personal protective equipment necessary or adequate for all activities on the Project Areas. The City will not provide recommendations and/or direction as to what, if any, personal protective equipment should be used by DXC.

7. Any DXC activities not approved by the Manager may be grounds for termination of this Agreement.

8. DXC is not permitted to widen any of the Trails or the buffer areas surrounding the Trails. DXC may remove brush, trees and other vegetation from the Project Areas within the existing widths for the active portions of the Trails (which vary among and within the Trails), plus up to an additional three feet on each side of the Trails to remove encroaching or leaning brush, trees or other vegetation. DXC shall perform all duties and activities authorized under this Agreement consistent with the Plan and/or at the direction of the City.

B. ATV Use. DXC may, under the following conditions, use all-terrain vehicles ("ATVs") in the Project Areas solely for the purpose of completing the Trail Maintenance Project:

1. ATV use shall be limited to the Project Areas and only on designated cross country ski trails. All other types of trails, including multi-use trails, cannot have ATV traffic unless such use is approved by the City pursuant to a written request submitted to the City. If such a request is approved, the City shall transmit permission in writing or via email. The City reserves the right to deny any such requests.

2. Speed of ATVs is limited to 10 miles per hour or less.

3. ATV users must yield to people and pets.

4. ATV use is limited to times when the Trails are dry. ATV use is prohibited when the Trails are wet and/or muddy. If DXC causes any rutting on the Trails or any other damage to a trail surface, DXC shall promptly restore the rutted or damaged Trail to its pre-existing condition.



5. ATVs may be used only to haul tools, materials, and equipment. ATVs may not be used for sightseeing or other purposes.

6. ATVs may not be used when skiing or grooming of the Trails may be in process.

7. When authorized to use ATVs, DXC shall only use ATVs during daylight hours and may not use ATVs when it is dark.

8. ATVs must be clearly labeled or otherwise visibly displayed with a sticker or other device acceptable to the City to notify the public that such ATV use is specially authorized.

9. All ATVs used to complete the Trail Maintenance Project must be supplied by DXC or its designated volunteers.

#### IV. TERMINATION.

A. Either party may terminate this Agreement without cause by providing at least thirty (30) calendar days' written notice to the other party.

B. The City may terminate this Agreement for the material breach by DXC of any provision of this Agreement if such breach is not cured to the satisfaction of the City within ten (10) 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 actions necessary to remedy the breach.

C. The City may terminate this Agreement immediately on written notice to DXC if the City believes in good faith that the health, welfare, or safety of occupants or neighbors of the Project Areas would be placed in immediate jeopardy by the continuation of this Agreement.

#### V. REPRESENTATIONS AND WARRANTIES.

A. The City makes no representation that the Project Areas are suitable for any particular purpose or specific uses and DXC accepts the Project Areas in "as is" condition without representations or warranties of any kind.

B. DXC represents and warrants that it shall perform its duties in a professional and diligent manner in the best interests of the City and in compliance with all applicable laws.

C. DXC represents and warrants that DXC and all personnel and volunteers working on the Trail Maintenance Project shall have sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.

VI. RESTORATION.

A. DXC agrees to exercise reasonable care in performance of the Trail Maintenance Project.

B. Except as explicitly permitted by this Agreement, DXC shall not make any alterations or improvements to the Project Areas without the prior written consent of the City and then only upon the terms and conditions which may be imposed by the City. Prior to expiration of the Term, DXC shall restore the Project Areas to the equivalent of its original condition at the time of execution of this Agreement or better, or, upon demand, pay to the City the reasonable costs incurred by the City to repair any damage done to the Project Areas by DXC, its employees, servants, volunteers, agents, contractors, invitees, and licensees.

VII. HOLD HARMLESS. To the extent allowed by law, DXC shall defend, indemnify and hold the City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from: (a) DXC's breach of this Agreement; (b) DXC's negligence or misconduct or that of its employees, agents, volunteers or contractors in completing any portion of the Trail Maintenance Project; (c) any claims arising in connection with DXC's employees, agents, volunteers or contractors; or (d) the use of any materials supplied by DXC to the City unless such material was modified by the City and such modification is the cause of such claim. This section shall survive the termination of this Agreement for any reason.

VIII. INSURANCE.

A. During the Term, DXC 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 Dollars (\$1,500,000) aggregate per occurrence for personal bodily injury and death. The City shall be named as an additional insured therein. DXC's insurance policies shall cover:

1. Public Liability, including premises and operations coverage.
2. Independent contractors - protective contingent liability.
3. Personal injury.
4. Owned, non-owned and hired vehicles.
5. Contractual liability covering the indemnity obligations set forth herein.

B. DXC shall provide to the City a Certificate of Insurance in form acceptable to the Duluth City Attorney's Office evidencing such insurance coverages. The City does not represent or guarantee that these types or limits of coverage are adequate to protect DXC's interests and liabilities. The form of the Certificate of Insurance shall (i) contain an unconditional requirement that the insurer notify the City not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate; and (ii) provide that failure to give such notice to the City will render any

such change or changes in said policy or coverages ineffective as against the City. The use of an "Accord" form as a Certificate of Insurance shall be accompanied by two forms: 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as required by the Duluth City Attorney's Office.

C. During the Term, DXC shall also have workers' compensation insurance in accordance with applicable law.

IX. INDEPENDENT CONTRACTOR. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting DXC or DXC personnel as an agent, representative, or employee of the City for any purpose or in any manner whatsoever. DXC and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of DXC's employees or agents while so engaged, shall in no way be the responsibility of the City.

X. ASSIGNMENT. DXC shall not in any way assign or transfer its rights or interests under this Agreement. However, DXC may hire subcontractors to work on the Trail Maintenance Project. Any subcontractor hired by DXC shall procure the required insurance coverages as described in Section VIII above and provide proof of coverage to the City prior to conducting any work on the Project Areas. DXC shall remain primarily responsible for all work performed by any subcontractor.

XI. LAWS, RULES AND REGULATIONS.

A. DXC agrees to conduct its activities related to the Trail Maintenance Project in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, City of Duluth, including, but not limited to, all laws, rules, and regulations relating to accessibility standards under the Americans with Disabilities Act. DXC shall not unlawfully discriminate and shall comply with all applicable federal and state laws regarding non-discrimination.

B. DXC agrees to procure, at DXC's expense, all licenses, permits, approvals and permissions necessary for carrying out its obligations under this Agreement and completing the Trail Maintenance Project.

C. DXC shall ensure that its staff members, agents and volunteers complete the Trail Maintenance Project in a professional and diligent manner and shall use its best efforts to complete the Trail Maintenance Project in accordance with Trail Maintenance Project timelines and schedules.

XII. RECORDS RETENTION. DXC agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement for six (6) years after termination or expiration of this Agreement for any reason.

XIII. GOVERNMENT DATA PRACTICES. All data collected, created, received, maintained or disseminated for any purpose by the parties because of this Agreement is governed by Minn. Stat. § 13.05, Subd. 11. DXC shall comply with Minn. Stat. § 13.05, Subd. 11. DXC agrees to hold the City, its officers, and employees harmless from any claims resulting from DXC's failure to comply with this law.

XIV. WAIVER. The waiver by the City or DXC of any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition in this Agreement.

XV. SEVERABILITY. DXC and the City agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, then 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 this Agreement did not contain the particular term or provision held to be invalid.

XVI. RECITALS INCORPORATED. The recitals at the beginning of this Agreement are true and correct and are incorporated into this Agreement by reference.

XVII. NO THIRD PARTY RIGHTS. This Agreement is to be construed and understood solely as an agreement between DXC and the City regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person shall have the right to make a claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which may be waived at any time by mutual agreement between the parties.

XVIII. NOTICES. Notices provided pursuant to this Agreement shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

Duluth Cross Country Ski Club	City of Duluth
Attn: Kari Hedin	Attn: City Property and Facilities Manager
1346 W Arrowhead Rd, PMB 344	1532 W. Michigan Street
Duluth, MN 55811	Duluth, Minnesota 55806

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

XIX. INCIDENT REPORT. DXC shall promptly notify the City in writing of any incident of injury or loss or damage to the Project Areas or any staff members or invitees occurring on the Project Areas during the Term. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster and sent to the Manager. A copy of the City's form of Incident Report is attached as Exhibit F.

XX. COMPLIANCE WITH AGREEMENT. The rights of DXC to use the Project Areas are subject to DXC's compliance with the undertakings, provisions, covenants, and conditions set forth in this Agreement.

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

XXII. AMENDMENTS. All amendments to this Agreement shall be in writing and shall be executed in the same manner as this Agreement.

XXIII. AUTHORITY TO EXECUTE AGREEMENT. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the individuals who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said individuals will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions of this Agreement.

XXIV. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed 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.

XXV. ENTIRE AGREEMENT. This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. The exhibits to this Agreement include the following:

- Exhibit A: Map of Lester Park Cross Country Ski Trails
- Exhibit B: Map of Chester Park Cross Country Ski Trails
- Exhibit C: Map of Hartley Park Cross Country Ski Trails
- Exhibit D: Map of Piedmont Cross Country Ski Trails
- Exhibit E: Map of Magney Snively Cross Country Ski Trails
- Exhibit F: Incident Report

*[Remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

CITY OF DULUTH, MINNESOTA

DULUTH CROSS COUNTRY SKI CLUB

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

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

ATTEST:

Its: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

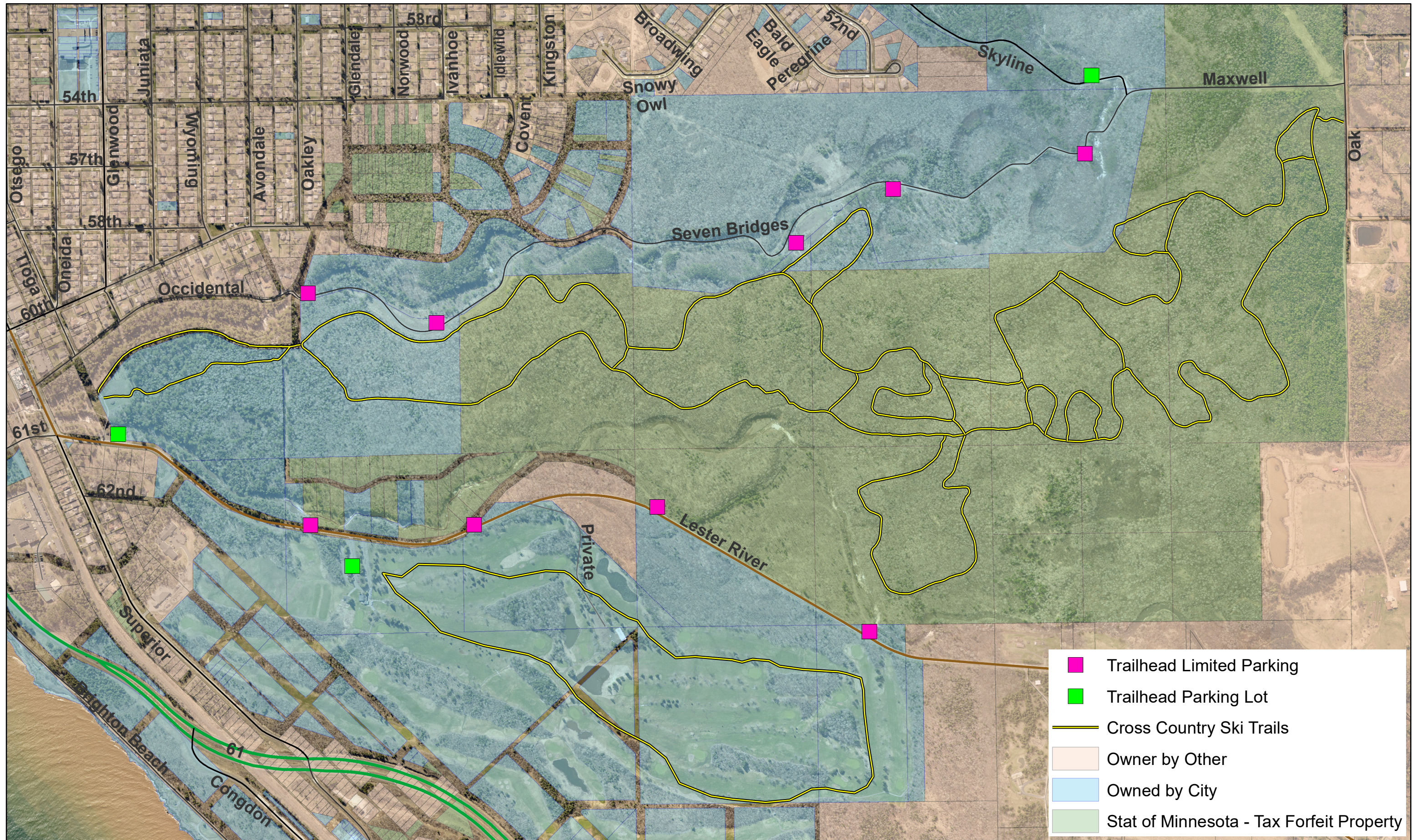
COUNTERSIGNED:

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

APPROVED AS TO FORM:

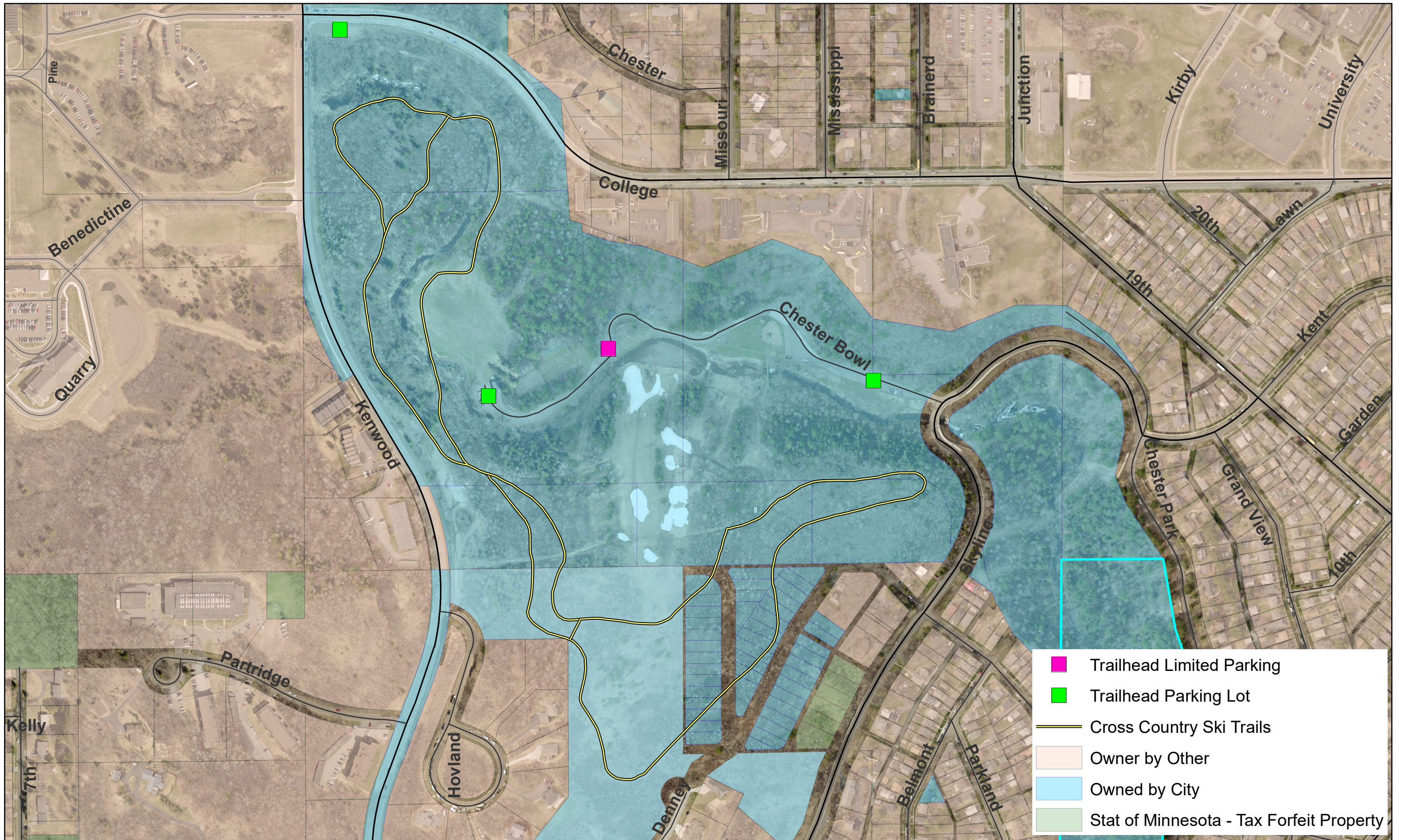
\_\_\_\_\_  
City Attorney





Lester/Amity Trail Center  
Exhibit A



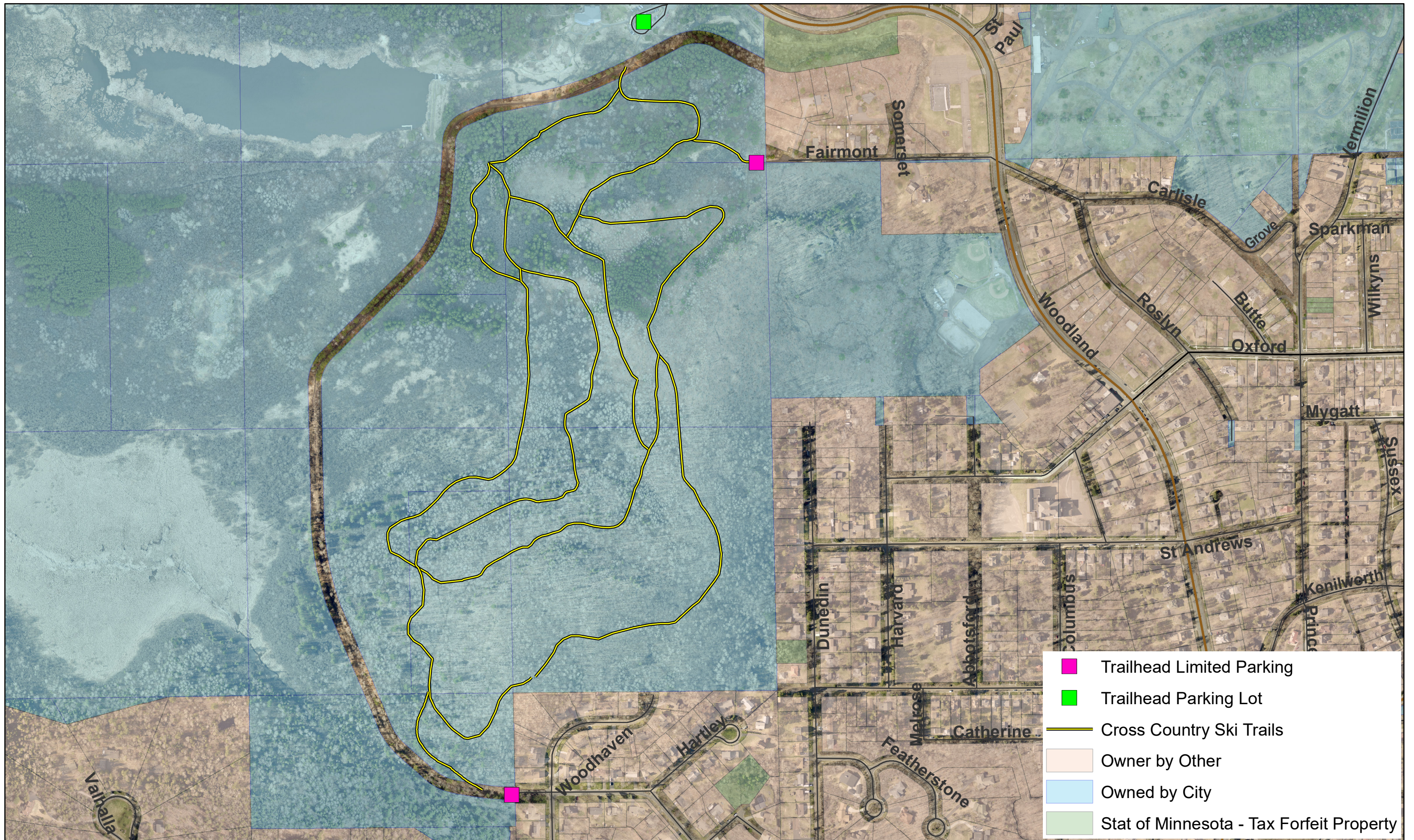


- Trailhead Limited Parking
- Trailhead Parking Lot
- Cross Country Ski Trails
- Owner by Other
- Owned by City
- Stat of Minnesota - Tax Forfeit Property

Chester Trail Center  
Exhibit B





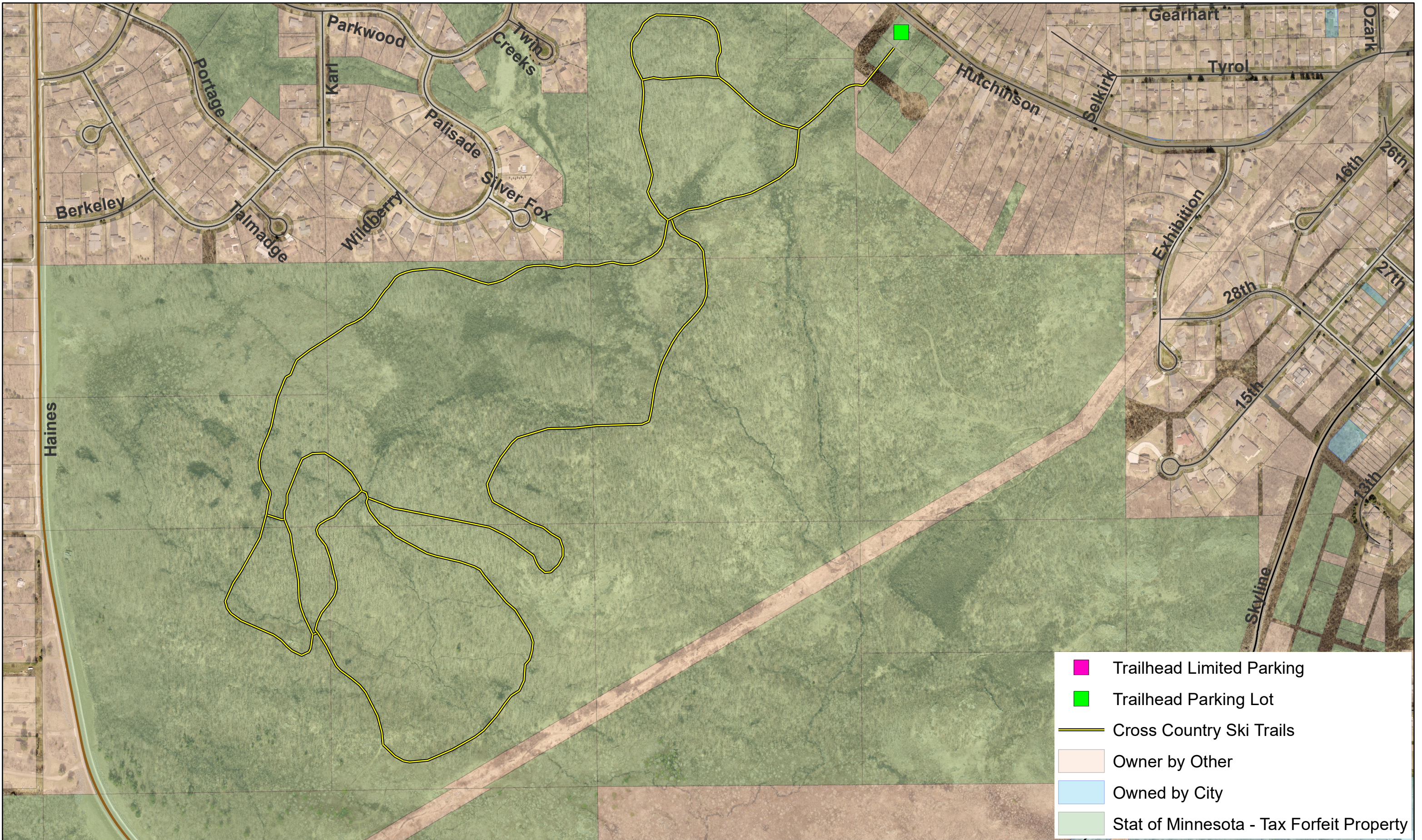


Hartley Trail Center  
Exhibit C

0 330 660 1,320 Feet





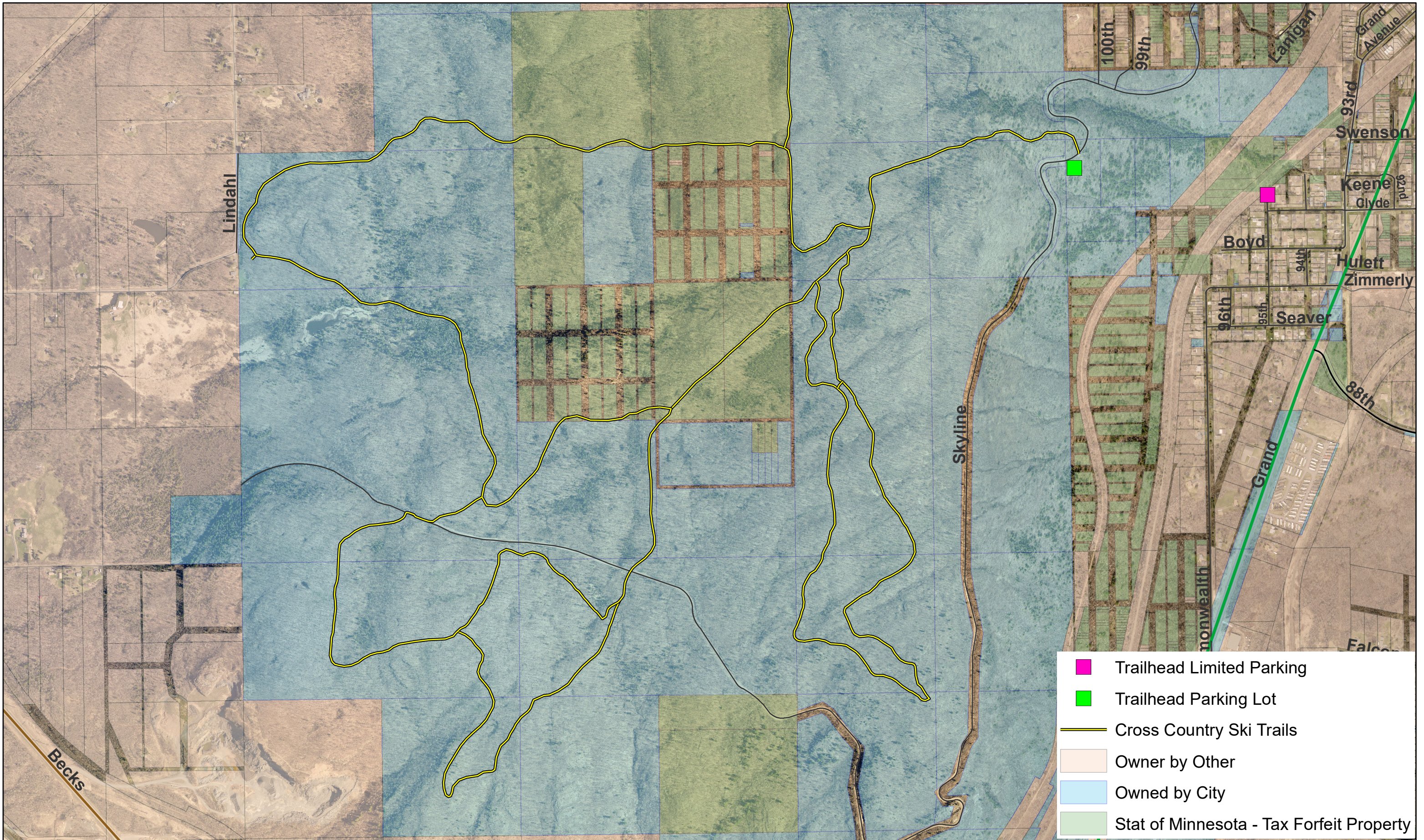


Piedmont Community Trail Center  
Exhibit D

0 330 660 1,320 Feet







Magney-Snively Trail Center  
Exhibit E

0 625 1,250 2,500 Feet





Exhibit F

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](mailto: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:
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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: _____	

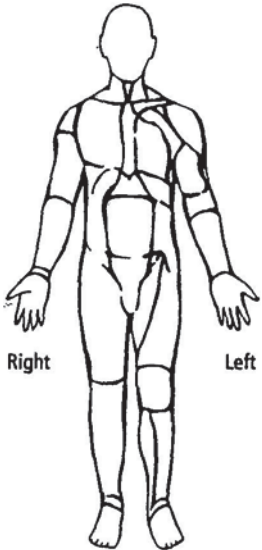
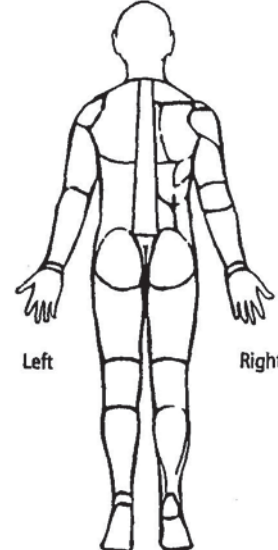
Names and phone numbers of witnesses:

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><b>CAUSE</b></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><b>TYPE OF INJURY</b></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;"><b>MARK AREAS OF INJURY BELOW:</b></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><b>Front</b></p>  </div> <div style="text-align: center;"> <p><b>Back</b></p>  </div> </div>
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COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE				
<p><b>For vehicle accidents:</b> 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 #: _____		
<b>City vehicle, property, or equipment involved</b>	Description:			
	Vehicle #: _____	Make/Model: _____	Year: _____	
	Describe damage: _____			
<b>Non-city vehicle, property, or equipment involved</b>	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: _____			
<b>Weather conditions:</b>	<b>Roadway conditions:</b>	<b>Light conditions:</b>	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](mailto:accidentreporting@duluthmn.gov).

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_