

Exhibit 1

OPERATION AND MANAGEMENT AGREEMENT FOR CHESTER BOWL PARK BETWEEN THE CITY OF DULUTH AND CHESTER BOWL IMPROVEMENT CLUB

THIS OPERATION AND MANAGEMENT AGREEMENT (this “Agreement”) is by and between the CITY OF DULUTH, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota (the “City”), and CHESTER BOWL IMPROVEMENT CLUB, a Minnesota non-profit corporation (“CBIC”). The City and CBIC are collectively referred to in this Agreement as the “Parties.”

WHEREAS, the City is the owner of a public park more commonly known as “Chester Bowl Park,” (the “Park”) which is located at 1801 E. Skyline Parkway and includes several storage buildings and garages (collectively, the “Garages”) and the public space of the building located within the Park, which building is known as the “Chalet”. The Park, the Garages, and the Chalet are sometimes collectively referred to in this Agreement as the “Premises”. A map depicting the Premises is attached as Exhibit A.

WHEREAS, CBIC has operated and managed the Premises pursuant to other agreements with the City since 2008.

WHEREAS, CBIC’s mission is to promote sustainable, quality programs for all Park users in a healthy and safe environment (“Mission”).

WHEREAS, CBIC carries out its Mission by providing year-round recreational programming and events at the Premises to promote healthy living, serve individuals and families from all socio-economic backgrounds, offer a friendly and safe environment to learn skiing and snowboarding, and help youth and teenagers gain confidence and leadership skills while furnishing a positive space in which to hang out.

WHEREAS, the City desires to have CBIC continue to operate and manage the Premises to provide its Services (defined below) for the betterment of the community and its citizens.

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

I. ADMINISTRATION

For purposes of administering this Agreement, the City shall act through its Property and Facilities Manager or designee (the “Manager”), and CBIC shall act through its Executive Director or designee (the “Executive Director”).

II. PURPOSE

CBIC shall operate and manage the Premises by providing and operating year-round recreational programming and events, including but not limited to: (a) operating a winter downhill

ski and snowboard area, including providing lessons and equipment rentals and sponsoring ski and snowboard races; (b) providing and operating a day camp in the summer season to youth ages 6-15; (c) providing maintenance and other services as set forth in this Agreement; (d) assisting the City with planning and hosting musical concerts in the summer season; (e) planning and hosting a Fall Festival featuring the work of local artists and the produce of local farmers; (f) managing rentals of the public space within the Chalet; and (g) maintaining a management office at the Chalet. The recreational programming and events provided by CBIC are more particularly described on the attached Exhibit C and are collectively referred to in this Agreement as the "Services." CBIC shall be responsible for all expenses not specifically mentioned in this Agreement required to satisfactorily perform its duties as required by this Agreement.

III. EQUIPMENT

A. An inventory identifying equipment owned by the City (the "City Equipment") and equipment owned by CBIC (the "CBIC Equipment") within or on the Premises is attached as Exhibit B. Upon written agreement between the Manager and the Executive Director, the Parties may amend Exhibit B from time to time. The amended Exhibit B shall be attached to this Agreement and replace the then-existing Exhibit B.

B. CBIC accepts the Premises and the City Equipment "as is," in their present physical condition, without representations or warranties of any kind. The City makes no warranty, either express or implied, that the Premises or the City Equipment are suitable for any purpose.

IV. GRANT OF RIGHTS

A. The City grants to CBIC the following rights:

1. CBIC shall have non-exclusive use of the Park to provide the Services.
2. CBIC shall have exclusive use of the Chalet, except for the apartment, to provide the Services. Notwithstanding the above, the restrooms located within the Chalet shall remain open to use by the public during the normal hours of park operation as established by the City.
3. CBIC shall have exclusive use of the following Garages: Garage(s) No. 1, 3 and 4, as depicted on Exhibit A.
4. CBIC shall have shared use with the City of Garage No. 2, as depicted on Exhibit A.

B. CBIC's use of the Premises shall be limited to providing the Services.

C. CBIC acknowledges that the Premises are multi-use facilities that require the cooperation of all users and coordination of activities. This cooperation includes shared parking, ingress and egress, amenities, and related improvements. CBIC acknowledges that the Manager shall ultimately determine the appropriate use of the Premises and shall prevail in any disputes between user groups.

D. CBIC is permitted to leave its personal property on the Premises throughout the Term. CBIC is solely responsible for the proper storage of its personal property on the Premises. The City is not responsible for any damage, theft, and/or vandalism of CBIC's personal property on the Premises.

E. CBIC shall be diligent in the operation of the Premises and provision of the Services and shall do those things necessary to give the public adequate and proper service, and shall offer the Services at a price that shall be just and reasonable under the circumstances.

F. CBIC shall observe the normal hours of park operation as established by the City. All events and activities offered by CBIC will observe these hours unless a permit is obtained from the City for extended hours. Following events and activities offered by CBIC, CBIC shall ensure that all persons, including vendors, have exited the Premises by the designated closing time for the Park. The City shall have the sole authority to open and close the entrance gate to the Park.

V. TERM

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2022 and shall continue through December 31, 2024, unless earlier terminated as provided for herein (the "Term").

VI. TERMINATION

A. Generally

1. Upon expiration or early termination of this Agreement for any reason, CBIC shall remove all of its personal property from the Premises pursuant to this section, Section VI.C. or Section VI.D. below, as applicable. CBIC agrees to surrender possession of the Premises to the City in as good condition and state of repair as the Premises were in at the time CBIC took possession, normal wear and tear excepted. All of CBIC's personal property remaining on the Premises after CBIC surrenders possession to the City shall become the exclusive property of the City.

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

- a. The Master Calendar (defined below);
- b. 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 CBIC;
- c. 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 CBIC;
- d. 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 CBIC;

e. Check reimbursing the City in full for all fees collected relating to all future events, rentals, permits and uses of the Premises or any portion of the Premises authorized by CBIC; and

f. Such other information and documents reasonably requested by the City.

B. Mutual Agreement

This Agreement may be terminated without cause by written, mutual 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 and after five (5) days prior written notice to CBIC, the City may remove all persons and property from the Premises. All of CBIC's 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 for the material breach by CBIC 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 CBIC 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 terminate this Agreement immediately by serving written notice to CBIC. In the event of default by CBIC, 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, and after five (5) days prior written notice to CBIC, the City may remove all persons and property from the Premises. All of CBIC's personal property remaining on the Premises after the five (5) days written notice shall become the exclusive property of the City.

2. CBIC shall be considered in default of this Agreement if: (a) CBIC conducts activities within the Premises in violation of this Agreement; (b) CBIC discontinues providing the Services; (c) CBIC files a petition in bankruptcy or other insolvency proceeding is filed by or against CBIC, without dismissal within thirty (30) days of filing; (d) CBIC makes any general assignment for the benefit of creditors or composition; (e) a petition or other proceeding is instituted by or against the CBIC for the appointment of a trustee, receiver, or liquidator of CBIC or of any of CBIC's property pursuant to laws for the benefit of creditors; (f) a proceeding is instituted by any governmental authority for the dissolution or liquidation of CBIC; or (g) CBIC violates any provision of this Agreement.

3. CBIC may terminate this Agreement for the material breach by the City of any provision of this Agreement, including its exhibits, if such breach is not cured to the satisfaction of CBIC within thirty (30) days of delivery of a written notice by CBIC (or such longer time as specified in the notice). The notice shall identify the breach and the necessary actions to remedy the breach. CBIC shall allow the City 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 CBIC within thirty (30) days, then CBIC may terminate this Agreement immediately by serving written notice to the City. In the event of termination of this Agreement pursuant to this paragraph, CBIC may vacate the Premises and remove its property from the Premises. All of CBIC's personal property remaining on the Premises after termination of this Agreement by CBIC shall become the exclusive property of the City.

VII. OPERATION AND MANAGEMENT OF THE PREMISES

A. CBIC shall be responsible for the following:

1. Provide the Services, at its sole cost and expense, described on Exhibit C. Upon written agreement between the Manager and the Executive Director, the Parties may amend Exhibit C from time to time. The amended Exhibit C shall be attached to this Agreement and replace the then-existing Exhibit C.

2. Employ at least one person who shall be competent to supervise alpine operations and the management of operations of the Chalet.

3. Maintain a management office at the Chalet.

4. At any time the Services are being offered, ensure that the Premises will be properly supervised and overseen by an employee or agent of CBIC with sufficient empowerment and decision-making authority to act on behalf of CBIC.

5. Comply with the reporting requirements outlined in Exhibit D.

6. Provide, at its sole cost and expense, all daily cleaning, minor repairs, and routine maintenance necessary to properly operate and maintain the public areas of the Chalet (including but not limited to all restrooms), the Garages and the alpine facilities, in a safe and reasonable state of repair, normal wear and tear excepted. This includes day-to-day janitorial cleaning on the dates that CBIC provides its Services and other minor maintenance not requiring a licensed or skilled tradesperson (e.g., plumber, electrician, carpenter, etc.). On weekends and days that the Services are not offered, these janitorial duties may be shared with the tenant(s) of the apartment located in the Chalet, as determined by the City. The public space in the top floor of the Chalet shall be maintained according to the health department standards for eating establishments, whether CBIC acquires an eating establishment license or not.

7. Subject to Article VIII below, schedule, coordinate, and pay for all routine maintenance, repairs, and inspections of the chair lift. CBIC shall procure and maintain receipts

or other documentation substantiating CBIC's expenses with the chair lift, which receipts or other documentation shall be provided to the City upon request.

8. Promptly notify the City of any maintenance or major repair work that is the responsibility of the City and immediately take actions to maintain the public safety, avoid injury to persons and limit damage to the Premises.

9. Removal of snow and ice from all sidewalks and pathways servicing the Chalet and the Garages.

10. Procure and maintain, at CBIC's expense, all licenses and permits necessary for carrying out the provisions of this Agreement.

11. Provide (i) the snow-making gun(s), which it shall repair, maintain and replace as needed, (ii) the personnel and volunteers necessary to operate the snow-making gun(s), which it shall supervise. The Parties acknowledge that the making of snow is a joint operation of CBIC and the City and that cooperation between the Parties is required. CBIC shall have no supervisory control over City staff provided by the City to support snow-making operations, or for any other purpose.

12. CBIC may purchase equipment to be used at the Premises. If CBIC desires to purchase equipment that will become a fixture, the equipment shall not be installed until CBIC has, by written instrument, offered the equipment to the City as a gift AND the gift has been accepted by resolution of the City Council. Within ten (10) days of acceptance of the gift, CBIC shall provide the City with all original receipts and/or invoices and all warranty information. Any equipment made a gift to the City shall become the property of the City.

13. CBIC may operate concessions on the Premises. If CBIC operates concessions, then it agrees to comply with all licensing requirements from the health departments of the State of Minnesota and County of St. Louis. CBIC is responsible to absorb all costs relating to the operation of the concessions, including paying all applicable license or permit fees. If required to do so, CBIC shall provide specialized disposal receptacles and related pick-up services through a competent vendor for the handling of liquid, oil, fatty, or other materials disposed of and requiring special and/or separate handling before, during, or after operation of the concessions. All equipment necessary to operate the concessions shall be provided by CBIC and shall remain the property of CBIC. The concession operations shall comply with all applicable laws and regulations.

14. For use of the Premises outside of the Chalet and Garages, CBIC shall coordinate the dates and times of such use with the City's Recreation Specialist for approval in advance. CBIC's requirements under this paragraph 14 shall apply to Community Festivals and all other uses of the Park.

B. Rental and Use of Chalet

1. CBIC shall be solely responsible for managing the rental and use of the Chalet (not including the apartment) by individuals, groups, clubs and other organizations.

2. CBIC's responsibilities for the rental and use of the Chalet (not including the apartment) shall include, but not be limited to:

a. Scheduling private parties, recreational and/or community events and programs (each an "Event") during the Term and after the Term. CBIC shall coordinate each Event with the Manager to avoid any conflicts with the City's scheduling of the Park and the Chalet.

b. Maintaining a master calendar (the "Master Calendar") that lists all future events, rentals, permits, and uses of the Chalet authorized by CBIC. Upon request by the Manager, an up-to-date version of the Master Calendar shall be provided to the Manager.

c. Collecting the rental fees and deposits for use of the Chalet, as applicable. All fees and deposits shall be separately managed and/or accounted for by CBIC in order to identify funds received or expended in the operation and maintenance of the Chalet.

d. Managing, overseeing, and supervising the use of the Chalet by the renters and all users of the Chalet (including guests, invitees and agents thereof) and ensuring compliance with all rules and laws. This includes, but is not limited to, ensuring that all required alcohol permits are obtained from the City if the rental activity will include the consumption of alcoholic beverages, and requiring that all renters and users of the Chalet comply with all laws regulating the consumption of alcohol.

3. CBIC may rent any portion of the Chalet, except the apartment, to individuals, groups, clubs or organizations and may, at its discretion, charge a rental fee and/or require a deposit, whether or not the event occurs before or after the expiration of the Term.

4. A schedule of rental fees for the use of the Chalet shall be created by CBIC and submitted to the Manager for approval prior to becoming effective, which approval shall not be unreasonably withheld or delayed.

VIII. CITY RESPONSIBILITIES

A. Subject to Section VII.A.7 above, the City shall reimburse CBIC for expenses incurred related to the routine maintenance, repairs and inspections of one chair lift. Payment is subject to the City's receipt of documentation substantiating CBIC's expenses. Major repairs or replacement of the chair lift will be addressed on a case-by-case basis. The City is not obligated to replace the chair lift should such replacement become necessary.

B. The City shall groom and maintain the alpine trails currently established on the Premises. The Parties agree to cooperate regarding the timing and scheduling of such grooming and maintenance. In the event of a disagreement over timing and scheduling, the City shall have

the sole final decision-making authority. If the City is unable to groom the alpine trails on a day that CBIC operates the Alpine Program, then it may necessitate CBIC closing the hill that day.

C. The City may, in its discretion, groom and maintain nordic ski trails at the Premises. The Parties agree to cooperate regarding the timing and scheduling of such grooming and maintenance. In the event of a disagreement over timing and scheduling, the City shall have the sole final decision-making authority.

D. The City shall provide assistance with snow-making operations as follows: (1) transporting, setting-up, taking down, and placement of the snow-making gun(s), and (2) maintenance of the water and power systems required for operation of the snow-making gun(s).

E. The City may, in its discretion, operate, groom, and maintain skating facilities at the Premises. The City shall have the right to exercise sole decision-making as to the operation of any skating facilities.

F. The City shall have the right to control the rental of the apartment located within the Chalet and all terms and conditions of such rental.

G. The City reserves the right to permit other user groups to use and/or rent the Premises. This right does not apply to the portions of the Premises that CBIC has the exclusive right to use.

H. Upon request, the City shall provide those items required for the daily operation, maintenance, and routine cleaning of the Premises, including but not limited to, cleaning supplies, interior light bulbs, garbage bags, paper products, plastic products, and other equipment and supplies.

I. The City shall, in its sole discretion, be responsible for routine repair of electrical, plumbing and mechanical systems, floors, walls, ceilings and glass replacement, for all structures and capital equipment on the Premises. The City shall also, in its sole discretion, be responsible for major maintenance, such as major roof repair or replacement, and major repair or replacement of mechanical, plumbing and electrical systems.

J. The City shall be responsible for maintenance and snow and ice removal of all roads and parking areas within the Premises.

K. The City shall be responsible for keeping all grass, weeds and other similar vegetative materials mowed or otherwise controlled on the Premises.

L. Except as otherwise provided herein, the City shall furnish CBIC, without cost to CBIC, necessary power, water, natural gas, telephone, and garbage service for operation of the Premises. The City shall not be obligated to provide for garbage service for any festival or event presented by CBIC.

M. The City may present a series of concerts in the Park. If so:

1. The City will schedule musicians and provide all equipment necessary to present the concerts.
2. The City will obtain valid ASCAP, BMI and SESAC licenses for the concert series.
3. In exchange for CBIC's provision of staff and volunteers to supervise concerts in the Park, CBIC shall be identified as a sponsor. The City will include the CBIC logo on all printed materials, printed promotional items, printed advertisement and banners. The City will recognize CBIC as a major sponsor in all press releases, media kits, radio and/or television advertising.

IX. FINANCIALS, REPORTING, AND TAXES

A. CBIC shall have the exclusive right to set prices for the Services it offers, as well as vendor fees at festivals and other events, and shall have the right to retain all proceeds generated from such operations. It is understood and agreed that charges and prices for the Services shall be family friendly in order to keep the Services financially accessible to the general community.

B. For satisfactory performance of CBIC's duties required under this Agreement, and in addition to all fees and revenues retained by CBIC pursuant to this Agreement, the City shall pay to CBIC an annual management fee of \$25,562 during each year of the Term (the "Annual Fee"), payable from Fund 205-130-1219-5319. The Annual Fee shall be paid in equal installments twice per year during the Term (each an "Installment"). Upon the City's receipt of an invoice from CBIC, the Installments shall be due and payable on January 15 and July 15 during each year of the Term.

C. All revenues generated by the provision of the Services and related activities occurring on the Premises shall be placed in a dedicated fund administered by CBIC. CBIC shall use all such revenues solely to support CBIC activities occurring on the Premises.

D. CBIC agrees to promptly pay the undisputed portion of all invoices and expenses related to its activities and/or occupancy of the Premises in accordance with the terms of each applicable contract or, if no contract terms apply, within the time period set forth in Minn. Stat. § 471.425, Subd. 4a.

E. CBIC acknowledges that, as provided in Minnesota Statutes Section 16C.05, Subd. 5, all of CBIC's books, records, documents, and accounting procedures and practices related to the operation and maintenance of the Premises and provision of the Services are subject to examination by the City or the State Auditor for six (6) years from the date of termination or expiration of this Agreement. Upon twenty-four (24) hours advance written notice by the City, CBIC shall provide all requested books, records, documents, and accounting procedures and practices related to the operation and maintenance of the Premises and provision of the Services.

F. CBIC agrees to maintain all records relating to the Services and the Premises during the Term and for six (6) years after its termination, cancellation, or expiration.

G. CBIC agrees to pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of CBIC's operation and management of

the Premises and provision of the Services, including real property and sales taxes, if applicable. It is further agreed that the City may (i) pay the same on behalf of CBIC and immediately collect the same from CBIC, or (ii) reduce any amount owed to CBIC by the City pursuant to this Agreement in an amount equal to the payment made by the City on CBIC's behalf. CBIC shall further be obligated to 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.

X. ACCESS

A. To the extent permitted by law, City expressly reserves unlimited access to the Premises at any time and at its sole discretion.

B. The City shall be exclusively responsible for the upkeep of all door locking devices and the duplication and distribution of all keys for the Premises. CBIC is prohibited from duplicating any key provided by the City. Keys shall be distributed only to those individuals as may be designated by the City or the current official contact person of CBIC unless otherwise agreed by the City in writing. Except in the case of an emergency, the City shall notify CBIC in advance of any repair or maintenance activities that could interfere with CBIC's use of the Premises.

C. CBIC shall not interfere with public access to and lawful use of Premises and its facilities.

D. The City may occasionally schedule activities and events on or at the Premises when not in use or rented out by CBIC and shall not be charged any fee for such use, so long as such uses do not materially interfere with or limit CBIC's fee-generating activities or provision of the Services.

XI. ALTERATIONS AND IMPROVEMENTS

A. CBIC may, at its sole cost and expense, make suitable improvements or alterations to the Premises only with advance written approval from the 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, CBIC shall submit to the City a Project Proposal Request in the form attached as Exhibit E along with detailed plans. The Project Proposal Request shall be submitted to the City at least forty-five (45) days before the planned commencement of the proposed alteration or improvement. 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, and shall be completed in a professional and prompt manner.

B. CBIC agrees that not less than thirty (30) days prior to commencement of any construction on the Premises, CBIC will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney in writing before the commencement of any construction.

XII. INCIDENT REPORTS

CBIC shall promptly notify the Manager in writing of any incident of injury or loss or damage to the Premises or to any CBIC employee, agent, user, participant or invitee occurring on or within the Premises during the Term, except for damage to CBIC's personal property. All incidents shall be reported using the form of the Incident Report attached as Exhibit F, which form may be amended by the City from time to time.

XIII. COMMUNICATIONS

A. 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 this Agreement.

B. The Parties agree to meet during the Term to jointly inspect the Premises to determine whether the Premises are in all respects in proper condition and, if necessary, to review the terms and conditions of this Agreement.

C. Unless otherwise provided herein, notice to the City or CBIC 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
Attn: Property and Facilities Manager
1532 W. Michigan Street
Duluth, Minnesota 55806
(218) 730-4430

Chester Bowl Improvement Club
Attn: Executive Director
1801 E. Skyline Parkway
Duluth, Minnesota 55812
(218) 724-9832

XIV. INSURANCE

A. CBIC shall procure and maintain continuously in force a policy of insurance covering all activities on the Premises. CBIC shall procure and maintain in force Automobile and Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form with limits of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Insurance required in 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. CBIC shall provide Certificates of Insurance to the City evidencing the required insurance coverage. The insurance policies must be acceptable to the City Attorney and must include a 30-day written notice of cancellation, non-renewal, or material change provision in favor of the City. The Certificates of Insurance shall name the City as additional insured.

B. CBIC shall provide evidence of Statutory Minnesota Workers' Compensation Insurance as requested by the City.

C. The City reserves the right to require CBIC to increase the coverages set forth above and to provide evidence of such increased insurance to reflect the municipal liability limits set forth in Minn. Stat. § 466.04, as amended from time to time.

D. The City does not, by entering into this Agreement, intend to waive any legal immunities, defenses, or liability limits that maybe available.

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

XV. HOLD HARMLESS AND INDEMNIFICATION

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

B. CBIC shall indemnify the City for any damage to the City's property caused by CBIC, its employees, agents, volunteers, participants, users or invitees.

XVI. ALCOHOL, TOBACCO, AND DRUG USE

A. The possession, use, or sale of alcohol is permitted on the Premises only under the following conditions:

1. Alcohol may be sold, possessed, consumed or served only when the appropriate permit or license has been obtained from the City prior to the event and all application, fee and other requirements have been met.

2. At least thirty (30) days' written notice of a request to serve or sell alcohol shall be provided to the City before the event to give the City sufficient time to review the request. Requests that are not timely submitted may be denied.

3. Depending on the request, licensed peace officer(s) may be required to attend the event.

4. All state laws and Duluth City Code provisions shall be followed at all times.

5. The City reserves the right to prohibit the serving, sale, or possession of alcohol on the Premises.

B. CBIC acknowledges and agrees that there shall be no smoking or use of tobacco or illegal drugs whatsoever on the Premises or as otherwise prohibited by state or local laws.

XVII. INDEPENDENT RELATIONSHIP

It is agreed that nothing contained in this Agreement is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the Parties or of constituting CBIC as an agent, representative, or employee 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. CBIC's 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 CBIC's employees while so engaged and any and all claims whatsoever arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors, or employees shall in no way be the responsibility of the City. CBIC and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, or severance pay from or on behalf of the City.

XVIII. THIRD PARTY BENEFICIARIES

This Agreement is to be construed and understood solely as an agreement between the Parties 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, organization, or business 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 agreement of the Parties.

XIX. GOVERNMENT DATA PRACTICES

A. CBIC shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by CBIC under this Agreement.

B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by CBIC. If CBIC receives a request to release the data referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, CBIC must immediately notify the City and consult with the City as to how CBIC should respond to the request. CBIC agrees to hold the City, its officers, and employees harmless from any claims resulting from CBIC's unlawful disclosure or use of data protected under state and federal laws.

XX. COMPLIANCE WITH LAWS

A. CBIC shall make the Services available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the operation, maintenance or use of the Premises.

B. CBIC shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Premises.

C. CBIC agrees to operate the Premises in compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

XXI. SEVERABILITY

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

XXII. FORCE MAJURE

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

XXIII. GENERAL PROVISIONS

A. The right of CBIC to use, operate and maintain the Premises is subject to CBIC's compliance with the undertakings, provisions, covenants, and conditions set forth in this Agreement.

B. CBIC agrees that it shall neither assign nor transfer any rights or obligations under this Agreement without prior written approval of the City.

C. 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 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.

D. Any amendments to this Agreement shall be in writing and shall be executed by the same officers who executed this Agreement or their successors in office.

E. The waiver by the City or CBIC 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 of this Agreement.

F. 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 are as follows:

Exhibit A	Depiction of Premises
Exhibit B	Inventory identifying City Equipment and CBIC Equipment
Exhibit C	Description of Services
Exhibit D	Reporting Requirements
Exhibit E	Project Proposal Request Form
Exhibit F	Incident Report Form

XXIV. HEALTH AND SAFETY PROTOCOLS

CBIC shall operate the Premises consistent with all public health recommendations and requirements from Federal, State, County, and City entities to ensure the health, safety, and welfare of all users of the Premises.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and date first shown below.

CITY OF DULUTH

CHESTER BOWL IMPROVEMENT CLUB

By: _____
Mayor

By: _____

Printed Name: _____

Attest: _____
City Clerk

Its: _____

Dated: _____

Dated: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney



Printed Date: 12/10/2021

The City of Duluth has tried 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. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

The City of Duluth requires that this map/data not be redistributed to any party in whole or in part, including any derivative works of products generated by combining the data with other data, unless authorized by the City of Duluth GIS office.



Exhibit A Premises



Exhibit B

Inventory identifying City Equipment and CBIC Equipment

Chester Bowl Improvement Club Equipment

Approximately 1,300 pairs of skis, boots, and poles
Approximately 130 sets of snowboards, snowboard bindings, and snowboard boots
Approximately 1,200 helmets
11 Snowskates
Racks for ski and snowboard equipment
Race timing equipment
2 snow guns and hoses
1 refrigerator, 1 standing freezer, 1 chest freezer, 2 microwaves, 1 cheese melter
4 laptops computers, 1 flat screen TV
3 folding picnic style tables in upstairs of chalet
Assorted sports equipment for summer camp
Assorted tools for maintaining premises- a partial list includes shovels, rakes, wheelbarrows, power drills, two welders, hydraulic grease gun, pipe cutter, saws-all
Office desks, chairs, and meeting table
6 plastic folding tables
Ski patrol medical equipment, including toboggan
Tower pads (protective pads for chairlift towers)
Approximately 20 radios with chargers
Ski calibrator, slip tester
Gates for ski and snowboard races
One small (10x10) folding tent
Outdoor concessions shed (temporary structure)

City of Duluth Equipment

City of Duluth truck often kept in Garage
City of Duluth Snow Groomer often kept in upper garage
Approximately 50 folding chairs
Appliances located within Apartment (stove and refrigerator)
Washer and Dryer located in basement of Chalet

Other Equipment Owned by Third Parties

1 drink cooler (Bernick's Pepsi)
1 commercial coffee maker (ARCO Coffee)

Exhibit C

Description of Services

A. Summer Youth Program.

CBIC may provide a summer youth program and shall provide all staffing for such program. CBIC shall be responsible for the selection, training, and supervision of the youth program personnel. CBIC shall be responsible for the supervision of all participants in such program. Personnel may include a team leadership volunteer model such as, but not limited to, the Incredible Exchange program through 4-H. Similarly, the CBIC may offer youth programs over Fall, Winter, or Spring breaks, or any other time school is not in session.

B. Alpine Program.

CBIC shall operate an alpine program and shall provide sufficient number of paid staff or volunteers to adequately staff offered services. The program may include skiing, snowboarding, and similar activities, including but not limited to:

1. Equipment rental, including but not limited to skis, snowboards, boots, helmets and poles. CBIC is responsible for purchasing such equipment and for all maintenance and disposal of such equipment. All such equipment shall remain the property of the CBIC. All such equipment shall be inspected and maintained by the CBIC. All rental forms shall clearly identify the CBIC as the entity responsible for the equipment rental.
2. Lessons. CBIC may provide lessons and shall provide all instructors for such lessons. CBIC shall be responsible for the selection, training and supervision of the instructors.
3. CBIC staff and Equipment. CBIC shall be responsible for the selection, training and supervision of its staff. CBIC shall provide all equipment and services necessary for the provision of such program.
4. City equipment. To the extent City equipment previously used for a ski program remains on the Premises, such equipment may be utilized by the CBIC. CBIC shall be responsible for the maintenance of all such equipment. As necessary, at such time as such equipment is no longer suitable for use, CBIC shall notify the City and the City shall have the right to determine the appropriate method of disposal of such surplus property. The City shall not be responsible for replacing equipment.
5. Ski Patrol Services. CBIC shall provide and be responsible to schedule ski patrol personnel during all times that the alpine operations are open. CBIC shall be responsible for the selection, training and supervision of ski patrol personnel. CBIC shall be responsible for all equipment necessary to provide such services. CBIC shall be responsible for determining the number of ski patrol personnel on duty during alpine operations.

6. Chair-lift operation. The CBIC shall operate a chair lift and shall be responsible for the hiring, training and supervision of all personnel required for the operation of the chairlift. CBIC has the exclusive right to determine the schedule for chair-lift operation.
7. Lift ticket sales. CBIC shall sell daily lift tickets and season passes to the general public as part of the concession activity. Subject to the provisions of Section IX.A., CBIC shall have the exclusive right to establish the fee for daily lift tickets and season passes.
8. Cadet program. CBIC may coordinate and supervise a cadet program. The CBIC shall be responsible for the selection, training, and supervision of all participants of the cadet program and shall be responsible for all rules established for such program.

C. Community Festivals.

CBIC may present community festivals. The schedule of all such festivals must be submitted to the City for approval as part of the reporting requirements described on Exhibit D.

1. CBIC shall collect all fees for the festival events and shall use such fees to pay all festival expenses.
2. Festival events may consist of musical performances and other forms of entertainment appropriate to a family oriented community festival, food vendors, and other product vendors. For the “Music in the Park” series of concerts coordinated with the City, as described in Section VIII.M., CBIC shall be responsible for staffing the concerts, whether paid or volunteer.
3. The following general conditions shall apply to all community festival and concert events managed by CBIC:
 - a. City shall be identified as a major sponsor. CBIC will include the City logo on all printed materials, printed promotional items, printed advertisement and banners. CBIC will recognize the City as a major sponsor in all press releases, media kits, radio and/or television advertising.
 - b. No entry fee may be charged to the public for entering the park. However, CBIC may solicit donations.
 - c. CBIC shall be responsible for providing all traffic control and security, and shuttle buses for the festival events. Public parking may be prohibited within the park during large festival events. Vehicular traffic within the park during festival events may be limited to vendors, performers, vehicles transporting persons with disabilities, festival management and security. All authorized vehicular traffic shall be clearly identified as such.

- d. CBIC shall provide, at its expense, trash collection receptacles and attendant services in sufficient quantity to maintain Premises in a reasonable state of cleanliness before, during, and through the conclusion of the final cleanup of the entire Premises after the conclusion of the festival and concert events. If required by the St. Louis County Health Department, CBIC shall provide specialized disposal receptacles and related pick up services, through a competent vendor, for the handling of liquid, oil, fatty, or other materials disposed of and requiring special and/or separate handling before, during, or after its event. CBIC shall provide, at its expense, for the separation of recyclable plastic bottles, aluminum cans and cardboard boxes that is created at festival and concert events and for its removal from the site to the appropriate collection site.
- e. CBIC shall provide, at its expense, a sufficient quantity of portable toilet units, including a sufficient quantity of handicap accessible units, complete with ongoing cleaning and servicing throughout festival and concert events to provide safe, minimum standards of sanitation and public convenience.
- f. CBIC may sell 3.2 malt liquor beverages during festival events. All such sales are subject to all City and State laws and regulations regulating the sale of such beverages. If alcohol is sold on the Premises, CBIC must comply with the provisions outlined in Section XVI.A.
- g. CBIC may sublet or rent out a reasonable amount of space on said Premises to lawful and appropriate vendors, concessionaires or other business ventures. It shall be the responsibility of the CBIC to verify that each vendor, concessionaire, or business sublettee possess a valid City of Duluth Sales Tax Permit before allowing for the set up or subsequent sales activities of any such vendor, concessionaire or sublettee. CBIC shall ensure that all vendors, concessionaires or business sublettees meet all minimum St. Louis County Health Department requirements or any other requirements as may be required by any applicable laws, codes, or ordinances, in force at the time of said event.
- h. CBIC shall not drive stakes, excavate, or otherwise install any other underground apparatus into any of the grounds of the Premises without first providing a detailed, precise map to the City of all proposed underground locations at least Fifteen (15) days in advance of a festival or concert event.
- i. CBIC shall not proceed with any underground actions without first securing City approval and further having all underground utilities properly located by One Call prior to proceeding with said underground actions.
- j. CBIC shall limit the on-ground use of wires, hoses, etc. to only those areas which are not accessible to normal pedestrian traffic. In the event CBIC needs to allow the installation of on-ground utilities, CBIC shall first secure the permission of City and comply with all applicable codes and laws pertaining to said installations.

- k. CBIC may make temporary improvements to the grounds such as erection of fencing, scaffolding, special platforms, or other apparatus necessary to ensure the success of the festival or concert event or the safety of staff, performers, and the general public. No construction, alteration, or improvement shall begin until approved by the City and all necessary building permits are secured. All construction or apparatus installed on said Premises shall conform to any and all applicable laws or building codes governing such installations. CBIC is responsible to restore the Premises after any temporary improvements are made.
- l. Except as set forth herein, CBIC agrees that it will obtain a valid ASCAP, BMI, and SESAC licenses (the Licenses) prior to offering any performances for which such license are required by state or federal law.

Exhibit D

Reporting Requirements

1. No later than June 1st each year of this Agreement, CBIC shall submit to the City its proposed program schedule.
2. No later than May 1st each year of this Agreement, CBIC shall submit to the City a schedule of community festivals
3. Prior to the execution of this Agreement and as changes or updates occur, CBIC shall submit to the City a current listing of all CBIC officers, board members, and a designation of the official contact person responsible for the administration of this agreement (including day-to-day scheduling and maintenance duties) along with addresses and phone numbers.
4. Prior to the execution of this Agreement and as changes or updates occur, CBIC shall submit to the City a current list of the identities of all key holders.
5. Prior to the execution of this Agreement and as changes or updates occur, CBIC shall submit to the City a current copy of CBIC's By-Laws, Articles of Incorporation, Constitution, or other document that defines CBIC as a viable Minnesota non-profit organization.
6. Prior to the execution of this Agreement and as changes or updates occur, CBIC shall submit to the City a current Certificate of Insurance listing the City as an additional insured. The exact details of this reporting requirement is further discussed in Section XIV in the Operation and Management Agreement.
7. Upon request, CBIC shall submit to the City a copy of CBIC's most recent Form 990 (informational return) filed with the IRS.
8. All other documentation as reasonably requested by the City, including all of the reporting requirements contained in the Operation and Management Agreement that are not specifically listed in Exhibit D.



EXHIBIT E

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?



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

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.

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:	

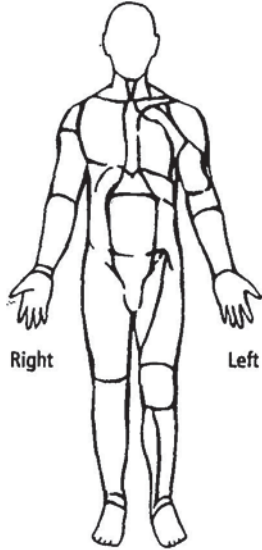
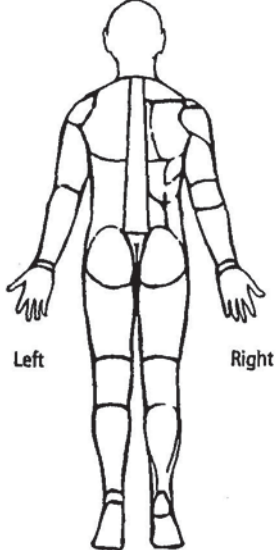
Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:	Date of birth:	
		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	

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?		

EXHIBIT F

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

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: _____