

**PARK POINT BEACH HOUSE OPERATIONS AGREEMENT  
BETWEEN  
CITY OF DULUTH AND LAKE SUPERIOR YMCA**

THIS AGREEMENT (this “Agreement”) is by and between the City of Duluth, a Minnesota municipal corporation (the “City”), and the Lake Superior YMCA, a Minnesota non-profit corporation (the “YMCA”). City and YMCA are hereinafter collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, the City owns certain real property located on Minnesota Point, also known as Park Point, that contains several recreational amenities. The portion of the City’s property subject to this Agreement is located at 5000 Minnesota Avenue, Duluth, Minnesota 55802, and is depicted on the attached Exhibit A (the “Premises”). The Premises includes the Beach House (defined below), the Lifeguard Area (defined below), the immediately adjoining grounds to the Beach House, and all related equipment and other improvements owned by the City and located on the Premises; and

WHEREAS, the YMCA provides critical services to the community through its lifeguarding operations and management of the Premises; and

WHEREAS, City and YMCA wish for YMCA to provide certain lifeguarding and related services as described in this Agreement;

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

I. Administration.

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

II. Services: Premises, Beach House and Recreation Facilities.

A. The YMCA shall provide the following services (collectively, the “Services”): (i) providing and operating lifeguard services further described in this Agreement; (ii) providing onsite supervision during public hours of certain portions of the Premises, including but not limited to the beach house depicted and labeled on Exhibit A, including the immediately adjoining grounds, exterior walkways, exterior stairways, exterior access ramps, and deck areas, and all equipment and improvements located thereon, which are outlined in red on the attached Exhibit A (collectively the “Beach House”); and (iii) performing maintenance and other services set forth in this Agreement.

B. The YMCA accepts the Premises “as is,” in its present physical condition, without representations or warranties of any kind. The City makes no warranty, either express or implied, that the Premises are suitable for any purpose.

III. Term.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on May 1, 2026, and shall continue through October 31, 2026 (the “Term”), unless earlier terminated as provided for herein.

IV. Payment.

City shall reimburse YMCA up to \$106,036.95 for the YMCA’s costs incurred in providing lifeguarding and related services pursuant to this Agreement. Said funds from City shall be payable from Fund 205-130-1220-5310-CM205-PRGRMG-BCHSAF (Park Fund, Community Resources, Parks Capital, Contract Services, Capital Project, Programming, Beach Safety). City shall provide YMCA with initial advance reimbursement payment of Five Thousand Dollars (\$5,000.00) due and payable within 30 days of receipt of written invoice from YMCA. Subsequent reimbursement payments shall be made due and payable by City within 30 days of receipt of written invoice from YMCA.

V. Expiration or Termination.

A. Generally

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

B. Without Cause

This Agreement may be terminated without cause by either Party by serving at least ten (10) days’ written notice of termination upon the other.

VI. General Operation of the Premises.

A. The YMCA shall provide services pursuant to this Agreement between May 1, 2026, and September 30, 2026.

B. YMCA shall staff the Beach House and hold it open to the public daily from May 23, 2026, through September 7, 2026. The Beach House shall be open during staffed Lifeguarded times unless directed by the City. The portions of the Beach House open to the public during the Beach House Hours of Operation shall be the bathrooms and outdoor showers.

C. The YMCA shall provide the City with the name(s) and contact information of any on-site person(s) provided by the YMCA who will be responsible for the daily operation and maintenance of the Premises.

D. The YMCA shall work cooperatively in sharing any shared spaces within the Premises with other groups and the public, as applicable. The YMCA must share space with other City contracted operators to provide services in the Premises. City shall determine shared use of spaces.

VII. Public Beach House Hours.

The YMCA's responsibilities during public open hours use of the Premises are:

1. At all times the Premises are in use (except when occupied by another permitted party or under the supervision of authorized City staff), the Premises will be supervised by an adult person who is employed by or otherwise responsible to the YMCA.
2. Cleaning the Beach House during public hours. This includes the restrooms, floor, and any other space that is open to the public for the day.
3. Lifeguards or designated attendant will ensure that the Beach House is spot cleaned throughout the day and fully cleaned by 4:40 p.m. each day when there is a rental or by end of shift when there are no rentals.
4. Public hours start when posted Lifeguard hours begin.
5. Beach House public hours will end at 4:00 p.m. on days that there is an evening rental. It will stay open later when there are no rentals.
6. Lifeguards may access the lifeguard/shared office after 4:00 p.m. by going through the door that opens onto the patio so as to not disturb an evening rental.
7. Parks & Recreation or designee will notify and/or send a schedule to designated representative of YMCA of events happening in the Beach House.

VIII. Lifeguard and Beach Notification Services.

A. Lifeguard Services

The YMCA shall provide lifeguard services (the "Lifeguard Services") within the lifeguard area identified on Exhibit A (the "Lifeguard Area"). The Lifeguard Services shall be provided based on Exhibit B (the "Hours of Lifeguarding Schedule") and/or on other dates and times agreed upon in writing by both Parties in advance. The YMCA shall provide not less than two (2) on-duty lifeguards at all times. All lifeguards shall be trained and hold the required certification and licenses necessary to perform their job duties. The YMCA shall be responsible for hiring, screening, and supervising the lifeguards and ensuring that competent, certified lifeguards are present in sufficient number to safely and sufficiently serve the Lifeguard Area and its users.

B. Non-Lifeguarding Services

The YMCA shall provide staff on any days deemed unsafe for lifeguarding (Red Flag days, cold weather, or cold water days). Responsibilities include opening the Beach House to the public for restrooms and seating, and providing education on red flags or dangerous swimming conditions as they apply.

The Park Point Beach House may be closed and non-lifeguarding services not performed if one or more of the following conditions are met:

- Air temperatures fall below 55 degrees Fahrenheit
- Dense fog or heavy overcast
- Light rain to heavy thunderstorms

C. Beach Notification Services

1. The YMCA shall determine, based on water and weather conditions and in consultation with the City of Duluth Fire Department, the days and times that the Park Point Recreation Beach Area/Lifeguard Area shall be “open.” The City’s Fire Department shall have the final decision-making authority on beach closures. The YMCA shall develop and implement beach closing procedures based on the Duluth Fire Department flag warning system. The YMCA shall take the steps necessary to properly close the Lifeguard Area to swimming and notify beach users.

2. When the Lifeguard Area is open to swimming, the YMCA shall continuously monitor the conditions and report to the Fire Department if/when conditions deteriorate.

D. Use of Certain City Equipment

It is acknowledged that under prior agreements, the City permitted the YMCA to use certain lifeguarding and/or beach-related equipment, and the YMCA may continue to use such equipment under this Agreement. The YMCA shall be responsible for the replacement of any necessary equipment during the Term. Upon expiration or termination of this Agreement, whichever occurs first, the lifeguarding and/or beach-related equipment shall remain the property of the City.

E. Beach House Maintenance

YMCA shall:

1. Provide, at its expense, the cleaning and general maintenance supplies for their program needs, to properly operate and maintain the Premises in a safe and reasonable state of repair, normal wear and tear excepted. YMCA shall maintain the Premises in a neat and clean fashion, including but not limited to removing all litter or other waste and properly disposing of same into the disposal containers provided at or within the Premises, including the Lifeguard Area and that portion of the beach extending two hundred (200) feet in either direction of the Lifeguard Area.

2. Provide all staff and other equipment necessary to clean and maintain the Premises as required by this Agreement.
3. Comply with the City's guidelines relating to recycling, energy efficiency, and maintenance of the Premises.
4. Clean the Premises daily, including but not limited to hourly cleaning of the touchpoints within the bathrooms located on the Premises. At the end of Lifeguard hours, Premises shall be cleaned prior to departure.
5. Empty and maintain daily all trash containers inside and outside of the Beach House, including all stairs, deck, shower/changing area and plaza areas. Trash in restrooms should be emptied at the end of Lifeguard hours, prior to departure daily. This requirement shall not apply to the greenspace or recreational areas within the Premises.
6. Maintain the handicap access ramp leading to the Beach House and keeping all hard surfaces clear of sand and debris.
7. Close and secure the Beach House when not in use.
8. Provide day-to-day janitorial cleaning and other minor maintenance not requiring a licensed skilled tradesperson. These requirements will be provided by the City in a Facility Cleaning Task Guide.
9. Promptly notify the City of necessary major repair work, including any repair work that requires a licensed or skilled tradesperson, so that the City can make the necessary repairs or arrange for a service provider of the City's choice to make the repairs.

IX. City's Responsibilities.

- A. The City shall provide and pay for local telephone service, electricity, water, garbage/recycling pick-up, and sewer utilities for the Beach House.
- B. The City shall provide necessary major repairs and non-routine maintenance to the structural and mechanical components of all existing buildings and plumbing and electrical systems.

X. Independent Relationship.

Nothing in this Agreement is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting YMCA 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. YMCA's employees shall not be considered employees of the City, and any and all claims that may arise under the Workers' Compensation Act of the State of Minnesota 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. YMCA and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave, or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, or severance pay.

XI. Insurance.

A. The YMCA, at its sole cost and expense, shall procure and maintain continuously in force Liability Insurance written on an "occurrence" or "claims-made" basis under a Comprehensive General Liability Form in limits of not less than \$1,000,000 aggregate per occurrence for personal bodily injury and death and limits of not less than \$1,000,000 for property damage liability. Insurance required under this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. Insurance shall cover public liability including premises and operations coverage – protective contingent liability, personal injury, contractual liability covering the indemnify obligations set forth herein, and products – completed operations. YMCA shall provide the City with Certificates of Insurance evidencing the required insurance coverage. The required insurance policies are subject to approval by the City Attorney, shall name the City as an additional insured and shall provide for at least thirty (30) days' written notice to the City prior to the cancellation or modification of the policy. The YMCA shall provide copies of all insurance policies required by this Agreement within then (10) days of the City's written request. The City reserves the right to require the YMCA to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.06 are increased.

B. The City does not represent or guarantee that the types of limits of coverage required by this Agreement are adequate to protect the YMCA's interests and liabilities.

C. The City shall not be liability to the YMCA for any injury or damage resulting from any defect in the construction or condition of the Premises nor for any damage that may result from the negligence of any other person whatsoever.

D. The City does not intend to waive any legal immunities, defenses, or liability limits that may be available.

E. The YMCA shall provide evidence of Statutory Minnesota Workers' Compensation Insurance as requested by the City.

XII. Hold Harmless and Indemnification.

A. To the fullest extent permitted by law, YMCA agrees that it shall defend, indemnify, and hold harmless the City, its officers, employees, and agents, past or present, from and against any and all claims including but not limited to claims for contribution or indemnity, demands, suits, judgments, costs, and expenses (including attorneys' fees) asserted by itself or any person or persons including agent or employees of the City of Duluth or YMCA by reason of death or injury to person or persons or the loss or damage to property arising out of, or by reason of, any act, omission, operation or work of YMCA or its employees while engaged in the

execution or performance of services under this Agreement. Said obligations to defend, indemnify, and hold harmless shall include and not be limited to the obligation to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omission of YMCA, including but not limited to the failure to supervise, breach of warranty, the failure to warn, the failure to prevent such act or omission by YMCA, its employees, or its agents, and any other source of liability. Said obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. On ten (10) days' written notice from the City of Duluth, YMCA shall appear and defend all lawsuits against the City of Duluth growing out of such injuries or damages. YMCA shall not be required to indemnify City for amounts found by a fact finder to have arisen out of the sole negligent or intentional acts or omission of the City unless YMCA should fail to comply with its insurance obligations in this Agreement to the detriment of City, in which case YMCA shall indemnify, defend, and hold harmless the City for any and all amounts except amounts attributed to intentional, willful, or wanton acts of the City.

This Section, in its entirety, shall survive the termination of this Agreement if any amount of work has been performed by YMCA. Nothing in this provision shall affect the limitations of liability of the City as set forth in Minnesota Statutes Chapter 466. YMCA understands this provision may affect its rights and may shift liability.

B. To the extent permitted by Minnesota law, the City agrees to indemnify, save harmless, and defend the YMCA from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of YMCA, 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 YMCA arising out of, related to, or associated with negligent acts of the City.

### XIII. Reporting, Records Retention, and Government Data Practices.

A. All data collected, created, received, maintained, or disseminated for any purpose by the parties because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. YMCA shall comply with the Minnesota Government Practices Act.

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

C. YMCA agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement and the Services for six (6) years following the termination or expiration of this Agreement.

D. YMCA acknowledges that, as provided in Minn. Stat. § 16C.05 Subd. 5, all YMCA books, records, documents, and accounting procedures and practices related to this Agreement 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, YMCA shall provide all requested books, records, documents, and accounting procedures and practices related to this Agreement.

XIV. Incident Reports.

The YMCA shall promptly notify the Parks Manager and PFM Manager in writing of any incident of injury or loss or damage to the City's property or to any employee, agent, user, participant, or invitee occurring on or within the Premises during the Term. Such incident shall be reported using the form of the Incident Report attached as Exhibit C.

XV. Compliance with Laws.

A. YMCA 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 use of the Premises.

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

C. YMCA shall procure at its sole expense all licenses and permits necessary for carrying out the provisions of this Agreement.

D. The Services provided at the Premises shall be in compliance with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

XVI. Communications.

A. The Parties acknowledge that a full and complete exchange of information is necessary for a successful relationship, and each party shall communicate openly and regularly with the other with regard to this Agreement.

B. The Parties agree to meet during the last month of the Term to jointly inspect the Premises to determine whether the Premises are in all respects in proper condition.

C. For general questions about the terms of this Agreement or day-to-day questions about operation and maintenance of the Premises, the Parties agree that the following named persons shall be the primary contacts:

City of Duluth

Lake Superior YMCA

Attn: Alicia Watts  
Assistant Parks Manager  
411 W First Street, Ground Floor  
Duluth, Minnesota 55802  
(218) 730-4301  
[awatts@duluthmn.gov](mailto:awatts@duluthmn.gov)

Attn: Cheryl Podtburg  
Director of Compliance and Safety  
302 W First Street  
Duluth, Minnesota 55802  
(218) 722-4745 x115  
[cpodtburg@lakesuperiorymca.org](mailto:cpodtburg@lakesuperiorymca.org)

XVII. City Access.

A. After reasonable notice to YMCA by the City (except in the case of an emergency), YMCA shall permit the Manager, the Property Manager, and their designees, to access and inspect the Exclusive Space. YMCA shall permit the Manager, the Property Manager, and their designees, to access and inspect the Non-Exclusive Space at any time without prior notice. YMCA shall not change the locks or otherwise prohibit or inhibit the Manager's access to any portion of the Premises.

B. The City's Properties and Facilities Management Division shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution for the Premises. YMCA shall comply with the City's Key Control Policy, a copy of which shall be provided to YMCA, and is subject to unilateral change by the City during the Term.

C. YMCA shall not make copies of any keys for the Premises. All keys shall be promptly returned to the Property Manager upon termination or expiration of this Agreement.

XVIII. Taxes.

YMCA shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of YMCA's use of the Premises, including real property and sales taxes, if applicable. The City may pay the same on behalf of YMCA and immediately collect the same from YMCA, or reduce any amount owed to YMCA by the City under this Agreement. YMCA shall collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and file all required reports and forms in proper form related thereto on or before their due date.

XIX. Smoking, Tobacco, and Alcohol Use Prohibited.

No smoking, tobacco, or alcohol use is allowed on the Premises.

XX. Notices.

Unless otherwise provided herein, notice to the City or the YMCA 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: Manager of Parks and Recreation  
411 West First Street, Ground Floor  
Duluth, Minnesota 55802

Lake Superior YMCA  
Attn: CEO  
302 West First Street  
Duluth, Minnesota 55802

With copy to:  
City of Duluth  
Attn: City Attorney  
411 West First Street, Rm 440  
Duluth, Minnesota 55802

XXI. General Provisions.

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

B. The right of YMCA to occupy, use, and maintain the Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

C. The YMCA shall neither assign nor transfer any rights or obligations under this Agreement without prior written approval of the City.

D. 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 officer 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.

E. 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.

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

G. This Agreement, including exhibits, constitutes the entire agreement between the Parties and supersedes all prior written and oral agreements and negotiation between the Parties relating to the subject matter hereof. The exhibits to this Agreement are as follows:

- |           |                       |
|-----------|-----------------------|
| Exhibit A | Depiction of Premises |
| Exhibit B | Hours of Lifeguarding |
| Exhibit C | Incident Report Form  |

H. The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under the Agreement will be in and under those courts located within St. Louis County, Minnesota.

I. 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.

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

*[Remainder of this page left intentionally blank]*



Printed Date: 7/7/2020

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
- Lifeguard Area

0 90 Contract No. L 30655  
180 Feet

# May 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					<i>1</i>	<i>2</i>
<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>
<i>10</i>	<i>11</i>	<i>12</i>	<i>13</i>	<i>14</i>	<i>15</i>	<i>16</i>
<i>17</i>	<i>18</i>	<i>19</i>	<i>20</i>	<i>21</i>	<i>22</i>	<i>23</i> <i>12—5 pm</i>
<i>24</i> <i>12—5 pm</i>	<i>25</i> <i>12—5 pm</i>	<i>26</i>	<i>27</i>	<i>28</i>	<i>29</i>	<i>30</i> <i>12—5 pm</i>
<i>31</i> <i>12—5 pm</i>						

# June 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i> <i>12—5 pm</i>
<i>7</i> <i>12—5 pm</i>	<i>8</i> <i>12—5 pm</i>	<i>9</i> <i>12—5 pm</i>	<i>10</i> <i>12—5 pm</i>	<i>11</i> <i>12—5 pm</i>	<i>12</i> <i>12—5 pm</i>	<i>13</i> <i>12—5 pm</i>
<i>14</i> <i>12—5 pm</i>	<i>15</i> <i>12—5 pm</i>	<i>16</i> <i>12—5 pm</i>	<i>17</i> <i>12—5 pm</i>	<i>18</i> <i>12—5 pm</i>	<i>19</i> <i>12—5 pm</i>	<i>20</i> <i>CLOSED—</i> <i>GRANDMAS</i> <i>MARATHON</i>
<i>21</i> <i>12—5 pm</i>	<i>22</i> <i>12—5 pm</i>	<i>23</i> <i>12—5 pm</i>	<i>24</i> <i>12—5 pm</i>	<i>25</i> <i>12—5 pm</i>	<i>26</i> <i>12—5 pm</i>	<i>27</i> <i>12—5 pm</i>
<i>28</i> <i>12—5 pm</i>	<i>29</i> <i>12—5 pm</i>	<i>30</i> <i>12—5 pm</i>				

# July 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			<i>1</i> <i>12—5 pm</i>	<i>2</i> <i>12—5 pm</i>	<i>3</i> <i>11 am—6 pm</i>	<i>4</i> <i>11 am—6 pm</i>
<i>5</i> <i>11 am—6 pm</i>	<i>6</i> <i>12—5 pm</i>	<i>7</i> <i>12—5 pm</i>	<i>8</i> <i>12—5 pm</i>	<i>9</i> <i>12—5 pm</i>	<i>10</i> <i>11 am—6 pm</i>	<i>11</i> <i>11 am—6 pm</i>
<i>12</i> <i>11 am—6 pm</i>	<i>13</i> <i>12—5 pm</i>	<i>14</i> <i>12—5 pm</i>	<i>15</i> <i>12—5 pm</i>	<i>16</i> <i>12—5 pm</i>	<i>17</i> <i>11 am—6 pm</i>	<i>18</i> <i>11 am—6 pm</i>
<i>19</i> <i>11 am—6 pm</i>	<i>20</i> <i>12—5 pm</i>	<i>21</i> <i>12—5 pm</i>	<i>22</i> <i>12—5 pm</i>	<i>23</i> <i>12—5 pm</i>	<i>24</i> <i>11 am—6 pm</i>	<i>25</i> <i>11 am—6 pm</i>
<i>26</i> <i>11 am—6 pm</i>	<i>27</i> <i>12—5 pm</i>	<i>28</i> <i>12—5 pm</i>	<i>29</i> <i>12—5 pm</i>	<i>30</i> <i>12—5 pm</i>	<i>31</i> <i>11 am—6 pm</i>	

# August 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 <i>11 am—6 pm</i>
2 <i>11 am—6 pm</i>	3 <i>12—5 pm</i>	4 <i>12—5 pm</i>	5 <i>12—5 pm</i>	6 <i>12—5 pm</i>	7 <i>11 am—6 pm</i>	8 <i>11 am—6 pm</i>
9 <i>11 am—6 pm</i>	10 <i>12—5 pm</i>	11 <i>12—5 pm</i>	12 <i>12—5 pm</i>	13 <i>12—5 pm</i>	14 <i>11 am—6 pm</i>	15 <i>11 am—6 pm</i>
16 <i>11 am—6 pm</i>	17 <i>12—5 pm</i>	18 <i>12—5 pm</i>	19 <i>12—5 pm</i>	20 <i>12—5 pm</i>	21 <i>11 am—6 pm</i>	22 <i>11 am—6 pm</i>
23 <i>11 am—6 pm</i>	24 <i>12—5 pm</i>	25 <i>12—5 pm</i>	26 <i>12—5 pm</i>	27 <i>12—5 pm</i>	28 <i>11 am—6 pm</i>	29 <i>11 am—6 pm</i>
30 <i>11 am—6 pm</i>	31 <i>12—5 pm</i>					

# September 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 <i>12—5 pm</i>	2 <i>12—5 pm</i>	3 <i>12—5 pm</i>	4 <i>11 am—6 pm</i>	5 <i>11 am—6 pm</i>
6 <i>11 am—6 pm</i>	7 <i>11 am—6 pm</i>	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## 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:
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

What actions have been taken to prevent recurrence?

## City of Duluth Incident/Injury Report

**CAUSE**

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

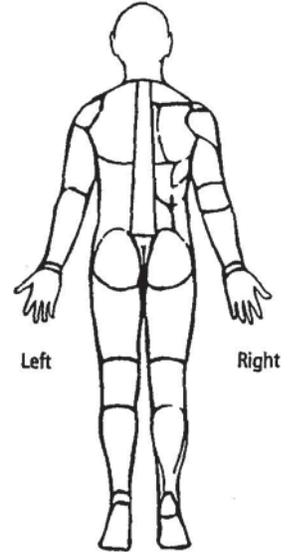
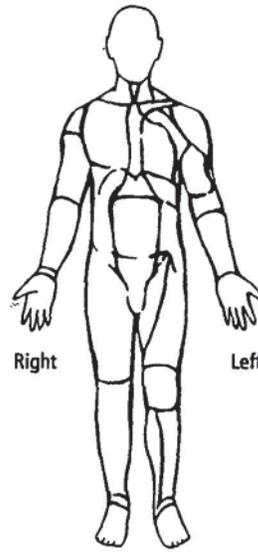
Other (specify): \_\_\_\_\_

**TYPE OF INJURY**

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

**MARK AREAS OF INJURY BELOW:**

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

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

**For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.**

Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)

Incident Location:		Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #:		
<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:			Contract No. L 30655

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

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to [accidentreporting@duluthmn.gov](mailto:accidentreporting@duluthmn.gov).

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

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

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

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