

CITY OF BIWABIK

AGENDA

**MONDAY OCTOBER 17, 2022
6:00 P.M. SPECIAL MEETING**

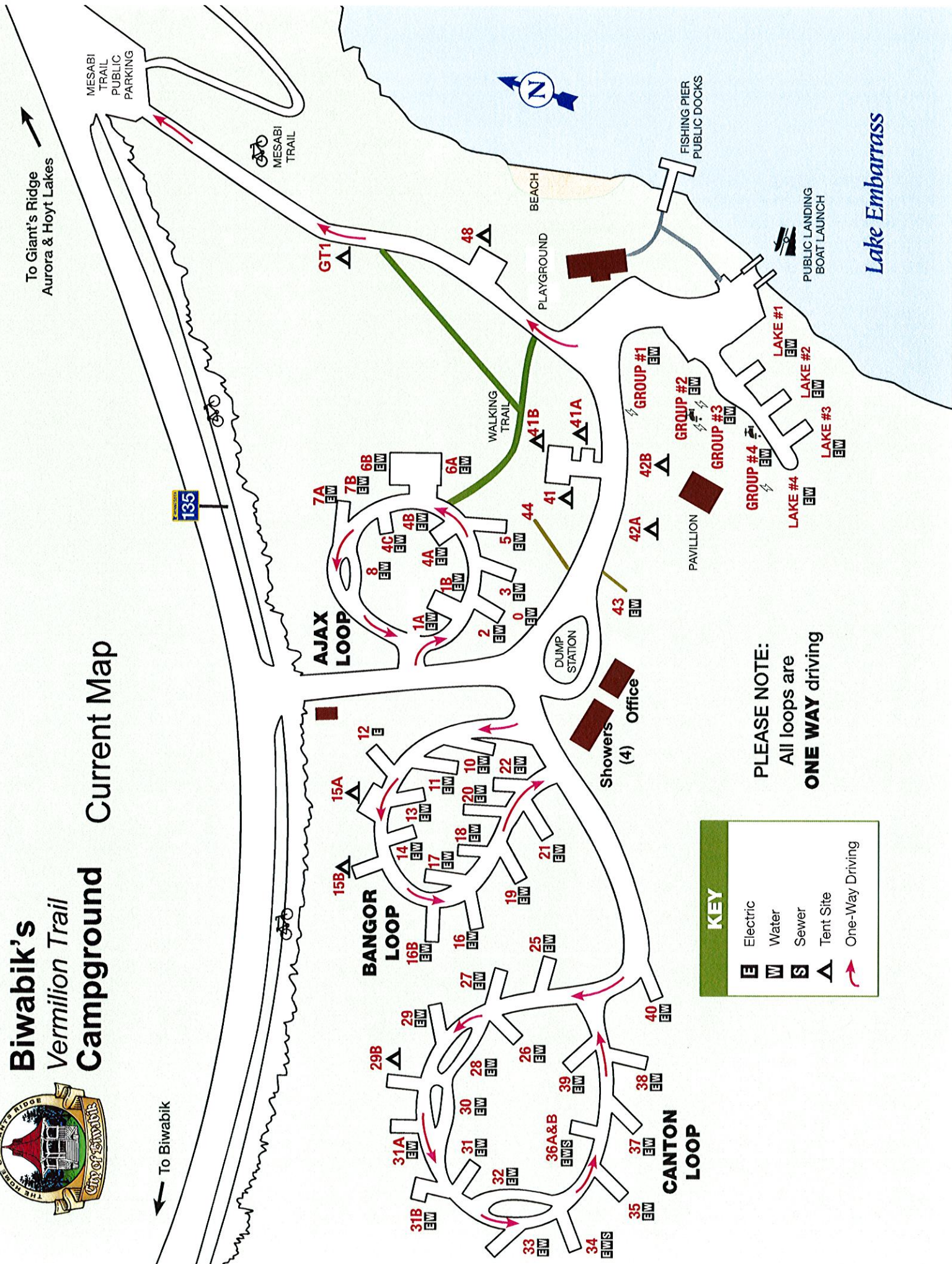
**BIWABIK CITY HALL
321 N. MAIN STREET
BIWABIK, MN**

- 1. Call to Order/Roll Call/Approve Agenda**
- 2. Campground Discussion**
 - A. Review of Campground Maps
 - B. Update on CampLife Reservation System
 - C. Review Minnesota Department of Health Inspection Reports
 - D. Review Police Activity in 2022
 - E. Review Revenue
 - a. YTD Seasonal
 - b. YTD Recreational
 - c. September 2022 Report
 - F. Discuss 2023 Camping Season
 - a. Date to Open Reservations
 - b. Number of Seasonal Sites
 - c. Date to Collect Seasonal Fees
 - d. Reservation Rates
 - e. 2023 Host Selection and Contract
- 3. Adjourn**



Biwabik's Vermilion Trail Campground

Current Map



KEY	
E	Electric
W	Water
S	Sewer
T	Tent Site
→	One-Way Driving

PLEASE NOTE:
All loops are
ONE WAY driving

To Giant's Ridge
Aurora & Hoyt Lakes

To Biwabik

Lake Embarrass



To Giant's Ridge
Aurora & Hoyt Lakes



Biking Trail

To Biwabik

Biking Trail

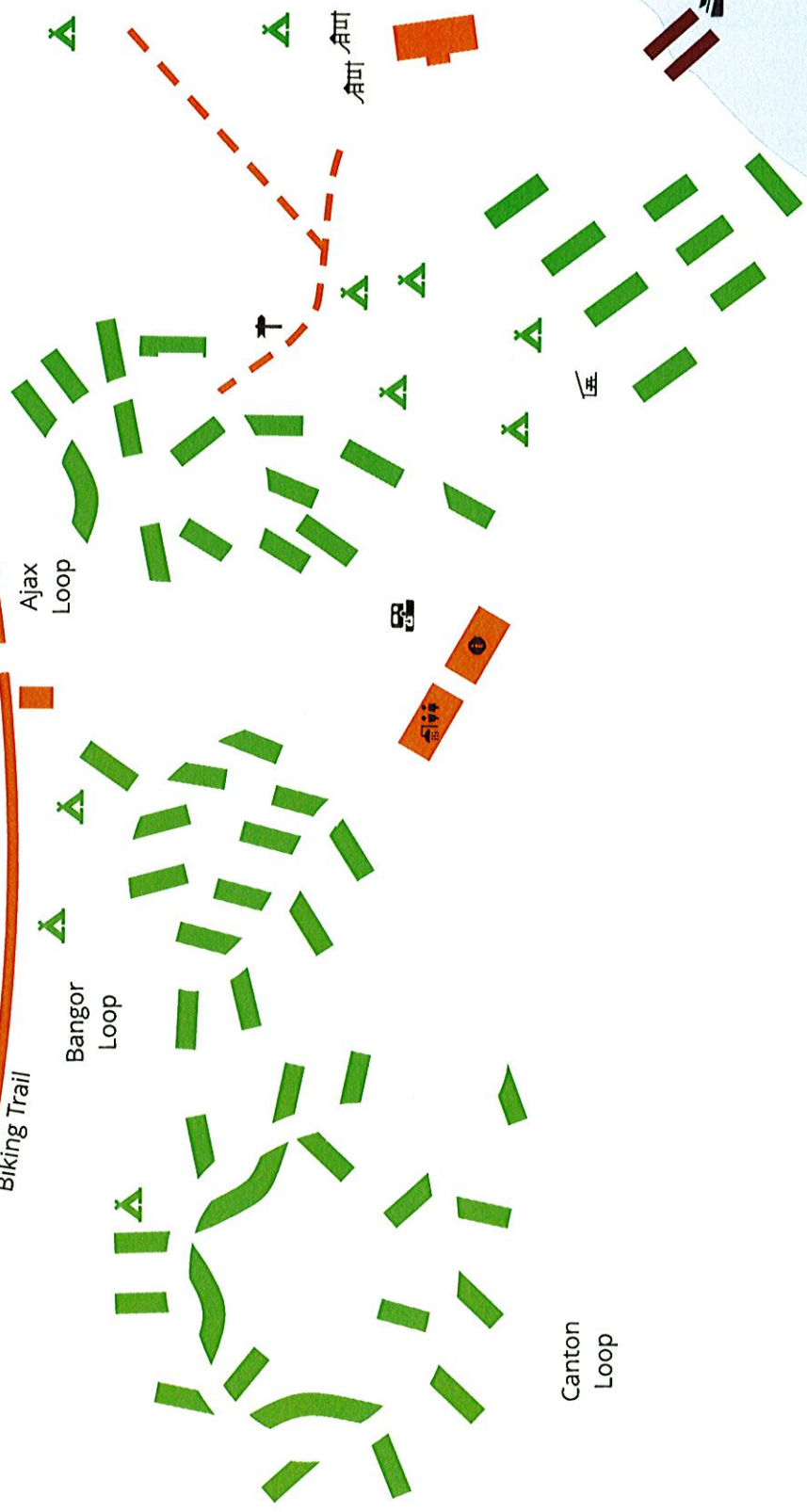
Ajax
Loop

Bangor
Loop

Canton
Loop

Beach

Lake Embarrass



CampLife - License Agreement

Licensee (Company Name): Biwabik's Vermilion Trail Campground

Property Name: Biwabik's Vermilion Trail Campground-

Primary Contact For Questions: Jeff Jacobson

Street Address:	PO Box 529, 321 N Main Street
City:	Biwabik
State/Province:	MN
Zip:	55708
Website:	www.cityofbiwabik.com
Country:	United States
Phone:	2188654183
Email for questions:	administrator@cityofbiwabik.com
Billing Contact Email:	administrator@cityofbiwabik.com

Number of Sites on CampLife:	59	Report/Rules Customization Hours with Plan	5
Implementation Fee:	\$ 2800.00	CampLife Features:	Premium
Monthly Fee:	\$ 249.00	Desired Go live date:	3/1/2022
Online Reservation Fee:	\$ 3.50	Max. Sites Before Price Increase:	150
Per Reservation Fee:	\$		

Additional Terms supersede any conflicts that may be in agreement below:

Term Length: Unless otherwise agreed upon in writing, this agreement is for one year and shall automatically renew each successive year in one year increments on the anniversary date of execution unless Licensee terminates the agreement by providing written notice thereof to CL not later than 60 days prior to the anniversary date of the agreement.

Payment Terms: Licensing fee will be taken by setting up an automatic draft of the Licensee's bank account or by credit card on a monthly basis.

CampLife, LLC.
LICENSE AGREEMENT

Service Provided by CampLife LLC: CampLife Reservations and CampLife Hub

Whereas Licensee desires to receive, and CampLife, LLC. as Licensor, (hereinafter, CL) desires to grant to Licensee, a non-exclusive license to make certain websites, web applications and software available for use to Licensee's Authorized Users in accordance with the terms and conditions set forth below, and in consideration of the above stated amount to be paid monthly, the parties hereby agree as follows:

SECTION I DEFINITIONS. The definition of terms set forth in this Section 1 shall apply when such terms are used in this Agreement, its exhibits, and any amendments hereto.

- 1.1 **"Authorized Users"** means Licensee's employees, agents and contractors.
- 1.2 **"Effective Date"** means the date on which CL executed this Agreement as set forth on the signature page.
- 1.3 **"Enhancements."** Changes, additions, upgrades, other than Maintenance Modifications, to the Licensed Software, Equipment, or Licensed Documentation that add significant new functions or substantially improved performance thereto by changes in system design or coding.
- 1.4 **"Equipment."** Any and all hardware provided by CL to the Licensee pertaining to the support, operation and functionality of the software in the course of the subscription of the Services.
- 1.5 **"Errors."** Problems caused by incorrect operation of; (i) the computer code of the Licensed Software, (ii) the Equipment provided by CL (where applicable), or (iii) an incorrect statement or diagram in Licensed Documentation that produces incorrect results or causes incorrect actions to occur.
- 1.6 **"Licensed Documentation."** The system documentation and the user manuals in whatever form available, currently available from CL, for the Licensed Software or any Equipment provided by CL,, and more particularly described at Exhibit A hereto *[to be provided in equipment purchase]*.
- 1.7 **"Licensed Software."** CL's "CampLife Reservations" and "CampLife Hub" web applications as well as any locally installed software that CL might deem necessary to provide for the performance of its Service. This further includes CampLife Kiosks or other approved Equipment including gate / site-control firmware, which Licensee may purchase as part of the CampLife System. This does NOT include network hardware or software, computer hardware or software, or Internet connection software required to access CL hosted software.

- 1.8 **“Maintenance Modifications.”** Modifications or revisions to the Licensed Software, Equipment, or Licensed Documentation that correct Errors therein.
- 1.9 **“Service.”** The entire scope of service provided by CL for and to the benefit of the Licensee as pertains to the licensing of the Service, which includes but is not limited to, the use of the Software, Equipment (where provided by Licensor), Manuals and other pertinent documentation, where provided, and solely as described under this Licensing Agreement or related documentation.
- 1.10 **“Online Reservation.”** For the purposes of this agreement and for billing clarification, an online reservation is a reservation that is completed by the guest of the park/campground through CampLife.com.

SECTION II LICENSE AND FEES

- 2.1 Subject to the terms and conditions of this Agreement, CL grants to Licensee a nontransferable, nonexclusive, limited right to access Software. This license is expressly conditioned upon Licensee’s compliance with the following requirements:
- 2.2 Licensee may not modify or alter the Software, or any components thereof, as they are provided by CL to Licensee.
- 2.3 Any use of the Software licensed pursuant to this Agreement by the Licensee and/or its Authorized Users will be subject to the terms and conditions of the CL Privacy Policy and Terms and Conditions that accompanies the Software. Licensee is responsible for ensuring that the “Privacy Policy and Terms and Conditions” is posted on Licensee’s website and that each authorized user is aware of, and complies with, the terms of the “Privacy Policy and Terms and Conditions.” Additionally, CL does not retain any credit card information as part of the Terms and Conditions and Privacy Policy and therefore, Licensee may not record credit card information in the Software in any format. CL will not be held liable for credit card information loss because it retains no credit card data.
- 2.4 Licensee agrees not to modify, reverse engineer, reverse compile, or otherwise disassemble the Software. Licensee may not use nor permit any other party to use, reproduce, sublicense, display, distribute or dispose of the Software, in whole or in part, other than as expressly permitted under this Agreement. Licensee further agrees that it will not display or distribute any screen shots of the Software without CL’s written consent.
- 2.5 Licensee acknowledges that the Software is the sole and exclusive property of CL and that it embodies valuable confidential and secret information of CL, the development of which required the expenditure of considerable time and money by CL. Licensee shall treat the Software and Licensed Documentation in confidence and acknowledges that CL retains all right, title, and interest in the Software, including without limitation all copyrights, patents, trademarks and other proprietary rights including data collected by

software. Except as expressly set forth herein, no other rights or licenses are granted or are to be implied and Licensee will not derive or assert any title or interest in or to the Software, proprietary equipment, or related documentation. This Agreement does not authorize Licensee to use CL's name or any of its trademarks.

- 2.6 If the Software and the related documentation are provided as an upgrade to an earlier licensed release of the Software, then you must have a valid license to operate such earlier release of the same version and edition as the upgrade to install or use the upgrade. All software being upgraded is deemed to be a part of the Software and is subject to this Agreement.
- 2.7 Licensee shall pay the license implementation fee set forth in this Agreement within 30 days of effective date of this Agreement. The license/monthly fee is subject to change after the expiration of the first year of Service as measured from the effective date of this Agreement.
- 2.8 The license fee specified in this Agreement hereof is exclusive of any federal, state, or local excise, sales, use, and similar taxes assessed or imposed with respect to the computer software licensed hereunder. Licensee shall pay any such amounts upon request of Licensor accompanied by evidence of imposition of such taxes.
- 2.9 Licensee shall make payments on or before required due dates for all payments including implementation fees, ongoing license fees, supports fees, and any other ongoing payments required by CL. If Licensee fails to make payments within 5 days of the due date, CL may charge a 15% late fee for each month delinquent as late fees. CL reserves the right to terminate Software service without notice to any Licensee for delinquent payments.
- 2.10 The preferred method of payment for monthly license fee(s) is either ACH or credit card. This is the payment method that will be used to automatically collect payment on a monthly basis as well as implementation fees. **Please select payment method.**

ACH Withdrawal
- 2.11 Any remitted payment that results in an NSF or a declined credit card shall subject licensee to an additional \$100 penalty fee.
- 2.12 CL will move the park to production 30 days after the demo build is available to begin testing or at the date requested by the park, whichever is earlier. Upon transfer to the production environment, CL will begin billing at the contracted monthly rate.

SECTION III TERMINATION

- 3.1 This Agreement will continue until terminated pursuant to this section 3. Either party may terminate this Agreement at any time by providing written notice to the other party. This Agreement will automatically terminate in the event that Licensee becomes insolvent, has a receiver appointed, makes an assignment for the benefit of the creditors,

or becomes the subject of any proceeding under any bankruptcy, insolvency, or debtor's relief law.

- 3.2 In the event of any termination of this Agreement, all Licensee's rights granted herein shall immediately cease. No delay, omission or failure to exercise any right or remedy provided for in this Agreement shall be deemed a waiver thereof, nor shall it be deemed to be a waiver of any other or subsequent breach. The rights of the parties under this clause are in addition to any other rights and remedies provided by law or under this Agreement. Sections 1, 2, 3, 4, 5, and 6 shall survive termination of this Agreement.
- 3.3 In the event Licensee fails to pay the monthly fee above described, CL reserves the right to immediately terminate this contract. Both parties agree that CL does not waive this remedy or any other remedies should it decide to not take action.
- 3.4 If this agreement has a term for length of time listed on page 1 and the Licensee terminates the agreement before the end of the term without just cause, the Licensee will be responsible for the remaining payments of the term unless waived by CL.
- 3.5 In the event that CL determines it necessary to take legal action for collection of any or all outstanding amounts owed by Licensee, Licensee agrees to compensate CL for any and all such legal related expenses, including but not limited to court costs, reasonable attorney fees, and late charges and interest accrued on the outstanding amount(s) owed.

SECTION IV. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES

OTHER THAN A LIMITED ONE (1) YEAR WARRANTY PROVIDED BY CL FOR ITS EQUIPMENT, CL PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICE, INCLUDING BUT NOT LIMITED TO THE SOFTWARE, EQUIPMENT, OR MANUALS OR SUPPORTING DOCUMENTATION. THE SOFTWARE, EQUIPMENT, AND DOCUMENTATION ARE ALL PROVIDED "AS IS".

- 4.1 The Service, including but not limited to the Software, Equipment and Documentation, is licensed to Licensee on an "AS IS" basis. CL MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, REGARDING THE SERVICE LICENSED HEREUNDER, INCLUDING WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 4.2 As the exclusive remedy of Licensee for any nonconformity or defect constituting an Error in the Software for which CL is responsible, CL shall use commercially reasonable efforts to provide Maintenance Modifications with respect to such Error. However, CL shall not be obligated to correct, cure, or otherwise remedy any Error in the Software resulting from any (1) modification of the Software by Licensee, (2) misuse or damage of

the Software other than by personnel of CL, or (3) failure of Licensee to notify CL of the existence and nature of such nonconformity or defect promptly upon its discovery.

- 4.3 IN NO EVENT SHALL CL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT, THE SOFTWARE, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CL HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, LICENSEE ACKNOWLEDGES THAT THIS ALLOCATION OF RISKS IS A PART OF THE BARGAIN OF THIS AGREEMENT. CL's total liability under this Agreement, however arising, shall not exceed the lesser of five hundred dollars (\$500.00) or the annual license fee remitted by the Licensee.
- 4.4 DUE TO THE COMPLEXITY OF THE SOFTWARE, IT IS POSSIBLE THAT USE OF THE SOFTWARE COULD LEAD TO THE UNINTENTIONAL LOSS OR CORRUPTION OF DATA. IN NO EVENT SHALL CL BE HELD LIABLE FOR ANY SUCH LOSS OR CORRUPTION OF DATA OR INFORMATION RELATED TO ANY LICENSEES OR THIRD PARTIES WHO MAY USE THIS SOFTWARE. Although CL takes many precautions in order to protect this data including nightly backups to locations off-site from the hosted server, the warranties provided in this Agreement do not cover any damages or losses resulting from data loss or corruption, and CL shall not be held liable for the loss or corruption of such data.

SECTION V. INDEMNIFICATION

- 5.1 CL has no obligation to indemnify, defend or hold Licensee harmless from and against any claim that the Software licensed hereunder infringes any third party patent, copyright, trademark or other intellectual property right. Licensee will promptly notify CL of any such claim.
- 5.2 To the extent permitted by applicable law, Licensee will indemnify, defend and hold CL harmless from any and all claims, damages, losses, liabilities, costs and expenses (including reasonable fees of attorneys and other professionals) arising out of or in connection with Licensee's use of the Software, unless the claim arises solely out of the Software as originally provided by CL to Licensee. The foregoing exception will not apply to a claim arising out of the combination of the Software with any other software or hardware. CL will promptly notify Licensee of any such claim and will provide reasonable cooperation and assistance in connection with such claims.

SECTION VI. GENERAL TERMS

- 6.1 CL reserves the right to modify the Service as it may deem necessary or appropriate. CL reserves the right, without penalty or liability, to withdraw or discontinue any Service, without penalty or liability, from a Licensee who causes a system to malfunction or to a

Licensee who fails to make changes which, in CL's sole discretion, would prevent future malfunctions. CL reserves the right to service, repair, exchange, test, and perform quality assurance exams on all CL provided Equipment, if deemed necessary by CL both on and off the Licensee's premise(s) and at Licensee's expense throughout the duration of the Agreement. CL reserves the right to process test system on Licensee's behalf and at Licensee's expense in order to monitor performance and Quality Assurance. After the initial installation of any necessary Equipment, any relocation thereafter must be approved and/or performed by an authorized CL representative. Failure to comply will constitute grounds for termination of this Agreement and immediate repossession of all Equipment. Licensee is solely and completely financially responsible for any damage sustained to Equipment while such Equipment was in possession of the Licensee or on Licensee's property or storage, unless otherwise agreed upon in writing by CL.

- 6.2 CL shall not be liable for delays in performance under this Agreement or for failure to perform hereunder by reason of any third party's failure to provide CL with the data necessary for complete and proper transmission of the Service. In the event that CL shall be delayed, hindered in or prevented from the performance of any work, service or other acts required of CL under this Agreement due to strikes, walk-outs, telecommunications equipment and power failures, government restrictions, civil commotion, riots, acts of terrorism, acts of war, fire, or act of God, all of such activities being beyond the control of CL, then performances of such work, service, or other acts shall be excused for a period of such delay and the period for the performance of such work, services, or other acts shall be extended for a period equivalent to the period of such delay.
- 6.3 No action regardless of form, arising out of this Agreement, may be brought by either party hereto more than one year after the event giving rise to the cause of action except in the CL of nonpayment, in which the applicable statute of limitation for collection actions will be applicable.
- 6.4 NOTICES. Any notice required under this Agreement will be deemed given: (i) when delivered personally; (ii) by facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iv) via electronic mail; or (v) as otherwise expressly provided in this Agreement. All communications will be sent to the parties' physical or electronic addresses noted on the first page of this Agreement. Licensee shall inform CL in writing of any change in Licensee's physical or electronic address.
- 6.5 EXPORT. Licensee may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, Licensee represents and warrants that Licensee is not located in any such country or on any such list. Licensee also agrees that Licensee will not use the Software for any purposes

prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

- 6.6 INJUNCTIVE RELIEF. Licensee recognizes and acknowledges that any use or disclosure of the Software or Licensed Documentation by Licensee in a manner inconsistent with the provisions of this Agreement may cause CL irreparable damage for which remedies other than injunctive relief may be inadequate, and Licensee agrees that in any request to a court of competent jurisdiction by CL for injunctive or other equitable relief seeking to restrain such use or disclosure, Licensee will not urge that such remedy is not appropriate under the circumstances.
- 6.7 ASSIGNMENT. This Agreement will be binding on the assigns, heirs and successors (whether through merger or otherwise) of the parties, except that it may not be assigned by Licensee by any means, including without limitation, by operation of law or merger. Any attempted assignment of this Agreement in violation of this section will be void.
- 6.8 RELATIONSHIP OF THE PARTIES. Neither party may represent or bind the other party in any way and nothing stated in this Agreement will be construed as creating the relationships of joint ventures, partners, employer and employee, franchisor and franchisee, master and servant, or principal and agent.
- 6.9 PUBLICITY. Licensee agrees that it will not make any press releases or public announcements referring to this Agreement without CL's prior consent.
- 6.10 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee as applied to agreements entered into and to be performed entirely within Tennessee between Tennessee residents. Any litigation or other dispute resolution between the parties relating to this Agreement will take place in Nashville, Tennessee. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts within that District.
- 6.11 NO ORAL AGREEMENTS. This Agreement constitutes the entire Agreement between the parties concerning the use and distribution of the Software licensed hereunder. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.
- 6.12 CL reserves the right to market online reservations on behalf of the licensee.
- 6.13 The licensee grants that Camplife Reservations will be the only source for online reservations for their park. Email forms or other optional reservation options will be taken off the licensee's website.
- 6.14 For licensee's not contracted on the unlimited pricing plan, CL reserves the right to bill the licensee at the unlimited plan rate that is listed on the CL website

(www.getcamplife.com/pricing) at any time that the licensee does not have a readily apparent link to take online reservations on their website or if the licensee takes the online reservations link off of their website. Billing at the unlimited plan rate will continue until a readily apparent online reservations link to CampLife Reservations is added to the park's website.

SECTION VI. BILLABLE HOURS

- 7.1 Customization of the software will be billed at a negotiated hourly rate which will be determined at the time of the customization request. Prior to any customization being completed that will be billable, CL will notify the licensee for approval.

The Standard plan does not include any customization time. All customization of the software is billable.

A limited number of hours for customization of rules and reports are included in the premium and unlimited plans as outlined on page 1 of the License Agreement. Once those hours are used up, notification for billable hours will be sent to the licensee prior to any billable work being done. All unused hours will expire 6 months after the effective date of this Agreement.

Understood and agreed to by the duly authorized representatives of the parties:

LICENSEE:

By: *Jeff Jacobson*

Printed Name: Jeff Jacobson

Title: City Administrator

Institution: City of Biwabik

Date: Feb 22, 2022

CampLife:

By: *Tyler Duffy*
Tyler Duffy (Feb 22, 2022 11:35 CST)

Printed Name: Tyler Duffy

Title: President

Date: Feb 22, 2022

(Effective Date)












End User Agreement - CampLife

Final Audit Report

2022-02-22

Created:	2022-02-17
By:	Roguer Rosa (roguer@campgroundautomation.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC8RADBTQQ4nDL3AwOjvnALLR5VH5PRAc

"End User Agreement - CampLife" History

-  Document created by Roguer Rosa (roguer@campgroundautomation.com)
2022-02-17 - 10:19:02 PM GMT- IP address: 13.110.74.8
-  Document emailed to Jeff Jacobson (administrator@cityofbiwabik.com) for signature
2022-02-17 - 10:19:09 PM GMT
-  Email viewed by Jeff Jacobson (administrator@cityofbiwabik.com)
2022-02-17 - 10:19:38 PM GMT- IP address: 173.16.48.103
-  Email viewed by Jeff Jacobson (administrator@cityofbiwabik.com)
2022-02-18 - 11:03:40 PM GMT- IP address: 104.28.50.74
-  Email viewed by Jeff Jacobson (administrator@cityofbiwabik.com)
2022-02-19 - 10:27:27 PM GMT- IP address: 172.225.17.87
-  Email viewed by Jeff Jacobson (administrator@cityofbiwabik.com)
2022-02-20 - 11:13:34 PM GMT- IP address: 172.225.17.87
-  Email viewed by Jeff Jacobson (administrator@cityofbiwabik.com)
2022-02-21 - 10:35:58 PM GMT- IP address: 172.225.19.114
-  Document e-signed by Jeff Jacobson (administrator@cityofbiwabik.com)
Signature Date: 2022-02-22 - 5:35:10 PM GMT - Time Source: server- IP address: 173.16.48.103
-  Document emailed to Tyler Duffy (tyler@camplife.com) for signature
2022-02-22 - 5:35:12 PM GMT
-  Email viewed by Tyler Duffy (tyler@camplife.com)
2022-02-22 - 5:35:19 PM GMT- IP address: 66.85.227.156
-  Document e-signed by Tyler Duffy (tyler@camplife.com)
Signature Date: 2022-02-22 - 5:35:47 PM GMT - Time Source: server- IP address: 66.85.227.156

✔ Agreement completed.

2022-02-22 - 5:35:47 PM GMT



Minnesota Department of Health
Minnesota Department of Health
PO Box 64975
St. Paul, MN 55164-0975
651-201-4500

Type: Full
Date: 06/08/22
Time: 13:00:00
Report: 8010221007

Mobile Home/Recreational Camping Inspection Report

Page 1

Location:

Vermilion Trail Park Campgroun
P. O. Box 529
Biwabik, MN55708
St. Louis County, 69

Establishment Info:

ID #: 0022703
Risk: High
Announced Inspection: No

License Categories:

MDEP-54, MIND-2, MMRC

Expires on: 12/31/22

Operator:

City of Biwabik

Phone #: 2188654183
ID #: 28483

The violations listed in this report include any previously issued orders and deficiencies identified during this inspection. Compliance dates are shown for each item.

The following orders were issued during this inspection.

6 PLUMBING

06C1

4630.0700. Provide appropriate back-flow preventers on all threaded hose bibbs.
PROVIDE BACK FLOW PREVENTERS ON HOSE BIBBS WHERE THEY ARE MISSING.
Comply By: 06/08/22

7 SEWAGE DISPOSAL

07A4

4630.0800. Immediately cease the discharge of sewage onto the ground surface. Pump and haul sewage to an approved disposal site as required to prevent recurrence of the improper flow.
SITE 31B-A SEWAGE HOSE HOLDING LIQUID WAS CONNECTED TO THE SEWAGE/GRAY WATER OUTLET.
THERE IS TO BE NO DISCHARGE OF SEWAGE OR GRAY WATER ONTO THE GROUND SURFACE.
Comply By: 06/08/22

Revenue/Expenditure
Audit Detail Brief

Audit 2022 January to 2022 October

Fund 101 GENERAL FUND

Revenue

R 101-45100-34710 Seasonal Campground Fees			Budget	Total
Period	Transactions	Batch Name	Tran Dr	Tran Cr
			\$0.00	\$74,975.00
2022-01	Rec	OmanCmpgndPy	\$0.00	\$1,250.00
2022-01	JE	OmanChrgBackC	\$1,254.00	\$0.00
2022-02	Rec	CampgrndDepFeb	\$0.00	\$320.00
2022-02	Rec	LuukonenCmpDe	\$0.00	\$1,280.00
2022-02	Rec	StachCmgDep	\$0.00	\$2,780.00
2022-03	Rec	SeasCmgDep	\$0.00	\$1,280.00
2022-03	Rec	SeasCmgDep	\$0.00	\$1,280.00
2022-03	Rec	OmanSeaspymt	\$0.00	\$1,260.00
2022-04	Rec	DaveauCmpgrnd	\$0.00	\$2,560.00
2022-04	Rec	OsbergCmpgrd	\$0.00	\$1,280.00
2022-04	Rec	SeasCmpgndDep	\$0.00	\$1,280.00
2022-04	Rec	SeasCmpgndDep	\$0.00	\$1,280.00
2022-04	Rec	SeasCmpgndDep	\$0.00	\$1,280.00
2022-04	Rec	SeasCmpgndDep	\$0.00	\$1,280.00
2022-04	Rec	SeasCmpgndDep	\$0.00	\$2,000.00
2022-05	Rec	CampgrndMayDe	\$0.00	\$2,560.00
2022-05	Rec	CampgrndMayDe	\$0.00	\$1,280.00
2022-05	Rec	CampgrndMayDe	\$0.00	\$1,350.00
2022-05	Rec	CampgrndMayDe	\$0.00	\$2,560.00
2022-05	Rec	CampgrndMayDe	\$0.00	\$1,280.00
2022-05	Rec	CampgrndMayDe	\$0.00	\$1,280.00
2022-05	Rec	CampgrndMayDe	\$0.00	\$1,280.00
2022-05	Rec	CampgrndMayDe	\$0.00	\$1,280.00
2022-05	Rec	SeascmpgndDep	\$0.00	\$1,280.00
2022-05	Rec	SeascmpgndDep	\$0.00	\$1,280.00
2022-05	Rec	SeascmpgndDep	\$0.00	\$1,280.00
2022-05	Rec	SeascmpgndDep	\$0.00	\$1,320.00
2022-05	Rec	FingeroosCkCam	\$0.00	\$1,280.00
2022-05	Rec	May12cmpgrndDe	\$0.00	\$1,280.00
2022-05	Rec	May12cmpgrndDe	\$0.00	\$1,280.00
2022-05	Rec	Mcfall-CodeCmpg	\$0.00	\$1,280.00
2022-05	Rec	FingeroosCk2mon	\$0.00	\$1,280.00
2022-05	Rec	FingeroosCkCam	\$1,280.00	\$0.00
2022-06	Rec	Jun28Svgs22	\$0.00	\$640.00
2022-07	Rec	July5CampgrndD	\$0.00	\$1,280.00
2022-07	Rec	July5CampgrndD	\$0.00	\$1,280.00
2022-07	Rec	July5CampgrndD	\$0.00	\$1,280.00
2022-07	Rec	Jul7CmpgndDep	\$0.00	\$1,280.00
2022-07	Rec	Jul7CmpgndDep	\$0.00	\$1,280.00
2022-07	Rec	Jul7CmpgndDep	\$0.00	\$1,280.00
2022-07	Rec	Jul6CampgrndDe	\$0.00	\$1,280.00
2022-07	Rec	Jul6CampgrndDe	\$0.00	\$680.00
2022-08	Rec	Aug3SvgsDep	\$0.00	\$1,344.00
2022-08	Rec	Aug1SvgsEFT	\$0.00	\$640.00
2022-08	Rec	Aug23SvgsDep	\$0.00	\$680.00
2022-08	Rec	Aug1SvgsEFT	\$0.00	\$1,280.00

Revenue/Expenditure
Audit Detail Brief

Audit 2022 January to 2022 October

R 101-45100-34710	Seasonal Campground Fees	Budget	Total	Balance
		\$0.00	\$74,975.00	-\$74,975.00

Period	Transactions	Batch Name	Tran Dr	Tran Cr	Comment
2022-08	Rec	Aug1SvgsEFT	\$0.00	\$1,280.00	
2022-08	Rec	Aug3SvgsDep	\$0.00	\$1,491.00	
2022-08	Rec	Aug3SvgsDep	\$0.00	\$1,280.00	
2022-08	Rec	Aug1SvgsEFT	\$0.00	\$1,280.00	
2022-08	Rec	Aug23SvgsDep	\$0.00	\$680.00	
2022-08	Rec	Aug23SvgsDep	\$0.00	\$680.00	
2022-08	Rec	Aug23SvgsDep	\$0.00	\$1,280.00	
2022-08	Rec	Aug23SvgsDep	\$0.00	\$680.00	
2022-08	Rec	Aug3SvgsDep	\$0.00	\$1,350.00	
2022-08	Rec	Aug3SvgsDep	\$0.00	\$560.00	
2022-09	Rec	Sept9SvgsDep22	\$0.00	\$640.00	
2022-09	Rec	Sept9SvgsDep22	\$0.00	\$1,344.00	
2022-09	Rec	Sept26SvgsDep	\$0.00	\$1,340.00	
2022-09	Rec	Sept26SvgsDep	\$0.00	\$680.00	
2022-10	JE	CodeChangeCam	\$0.00	\$1,280.00	
2022-10	JE	CodeChangeCam	\$0.00	\$640.00	
2022-10	JE	CodeChangeCam	\$0.00	\$680.00	

Total R 101-45100-34710	Seasonal Campground Fees	\$2,534.00	\$77,509.00
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R 101-45100-34720	Campground Fees	Budget	Total
		\$125,000.00	\$64,619.91

Period	Transactions	Batch Name	Tran Dr	Tran Cr
2022-01	JE	Jan22BankSvgs	\$0.00	\$9,000.00
2022-01	JE	JanAdjBank22	\$9,000.00	\$0.00
2022-03	Rec	Mar23SvgsDep	\$0.00	\$300.00
2022-06	Rec	June17SvgsDep	\$0.00	\$117.55
2022-06	Rec	June17SvgsDep	\$0.00	\$680.00
2022-06	Rec	June17SvgsDep	\$0.00	\$40.00
2022-06	Rec	June17SvgsDep	\$0.00	\$640.00
2022-06	Rec	June17SvgsDep	\$0.00	\$239.00
2022-06	Rec	Jun28Svgs22	\$0.00	\$274.28
2022-06	Rec	Jun28Svgs22	\$0.00	\$354.00
2022-07	Rec	Jul6CampgrndDe	\$0.00	\$99.34
2022-07	Rec	Jul6CampgrndDe	\$0.00	\$156.75
2022-07	Rec	Jul6CampgrndDe	\$0.00	\$100.00
2022-07	Rec	Jul6CampgrndDe	\$0.00	\$1,280.00
2022-07	Rec	Jul6CampgrndDe	\$0.00	\$195.92
2022-07	Rec	Jul6CampgrndDe	\$0.00	\$78.37
2022-07	JE	JE30-22	\$0.00	\$60,000.00
2022-08	Rec	Aug23SvgsDep	\$0.00	\$274.28
2022-08	Rec	Aug3SvgsDep	\$0.00	\$231.79
2022-08	Rec	Aug3SvgsDep	\$0.00	\$196.30
2022-08	Rec	Aug23SvgsDep	\$0.00	\$156.73
2022-08	Rec	Aug23SvgsDep	\$0.00	\$1,072.00
2022-09	Rec	Sept26SvgsDep	\$0.00	\$117.50
2022-09	Rec	Sept9SvgsDep22	\$0.00	\$115.00
2022-09	Rec	Sept26SvgsDep	\$0.00	\$80.00
2022-09	Rec	Sept9SvgsDep22	\$0.00	\$27.00
2022-09	Rec	Sept9SvgsDep22	\$0.00	\$80.00

**Revenue/Expenditure
Audit Detail Brief**

Audit 2022 January to 2022 October

R 101-45100-34720 Campground Fees			Budget	Total	Balance
			\$125,000.00	\$64,619.91	\$60,380.09
Period	Transactions	Batch Name	Tran Dr	Tran Cr	
2022-09	Rec	Sept9SvgDep22	\$0.00	\$235.10	
2022-09	Rec	Sept9SvgDep22	\$0.00	\$79.00	
2022-10	JE	CodeChangeCam	\$640.00	\$0.00	
2022-10	JE	CodeChangeCam	\$680.00	\$0.00	
2022-10	JE	CodeChangeCam	\$1,280.00	\$0.00	
Total R 101-45100-34720 Campground Fees			\$11,600.00	\$76,219.91	
Total Revenue			\$14,134.00	\$153,728.91	
Fund 101			\$14,134.00	\$153,728.91	

Campground - Monthly Report September 2022

Reservations YTD:

Gross Recreational Sales:	\$60,980.00	Total Tax:	\$ 5,807.53
Net Recreational Sales:	\$54,152.77	Refunds:	\$ 6,677.23

Your performance at a glance

 70

calls
+32%

 3

messages
+50%

 205

people asked for
directions
+3%

 548

website visits from
profile
-34%

 2,452

profile views
-36%

 990

searches
-37%

The month was down from the previous year because of the change of date of the disk golf tournament at Giants Ridge. Seeing the reservations for the 3rd weekend in September I reached out to Giants Ridge, and they said the event organizer moved it to another weekend in October. Then checking that weekend, and there was an increase for that weekend than most other weekends.

MN Airstream Rally:

The Airstream event was incredible. Only one pre-booked attendant did not make it due to medical issues. We did have one attendant from Grand rapids attend at the last minute. I charge the regular rate of \$35.50 per night whether they parked in an RV campsite or a group site. Did block out Ajax, Bangor, and below to the lake area for this group to choose a site once they go to the campground. When the organizing member of the leadership called to make the reservation for the weekend... it looked very different from how the event went. When booking attendees, they asked about the group areas and beyond what was planned in December 2021.

- For this group to add a high touch to their experience, I told all the incoming campers to leave their garbage outside their campers to have me pick it up vs. making them try to figure out where the dumpsters were.
- The event organizer was able to call me to discuss issues they were having with organizing the event in our area.
- They enlightened me on an issues in the campground... group site 4 has 2 of the 30amp outlets wired incorrectly and reversed. I can't help but wonder how these outlets had passed electrical inspection. I have not attempted to address this situation due to other potential issues behind the panel. Once I can turn off the main for that panel, I will resolve the issue.
- The week prior, I sent an email to the attendees addressing common campground questions and expectations for them. The group had been unaccustomed to the accommodation I provided.
- Economic impact: 25 pizza's from Poor Gary's, 64 meals at Northern Divide, Attendance at Honktoberfest. Rick's Pastie shop had told me several times that the Airstreamers had come to clean him out all weekend from Wednesday to Sunday; he made 80 to 100 a day and sold out each day which is unheard of for him... The number of them as they left on Sunday and, after that, told me they were going home with pasties was very interesting that most left with five or more in the freezer.

- F. Canton Loop was set aside for regular recreational camp spots adding vacated seasonal spots for those reservations.
- G. Return Rally... Not an option. This was a one-off event for some time. The organization does a spring and fall rally. Each rally is in a different area of the state. I was able to lock in this group as I had answered the phone on a December evening, and I was able to offer knowledge of the area and events going on in that timeframe. The bonus of that the call did not end up on a full voicemail queue was a shock to the event organizers.
- H. The organization's president was extremely thankful to me for making this event the highest-attended event they have had in years. And for my communication and attention to the membership.
- I. Education... I made the joke with many of them about black and grey tank care... a few of them knew exactly what I was talking about on using a quality concentrated degreaser in the gray tank and not using the pods in the black tank. Others I had enlightened in the benefits of using the right product in the tanks. I learned that small and some medium-sized Airstreams only have one tank and not a split tank system.

VERMILION TRAIL PARK CAMPGROUND OPERATION AND MANAGEMENT
AGREEMENT

THIS AGREEMENT, is made by and between Peter Senarighi an independent contractor, hereinafter referred to as “Contractor,” and the CITY OF BIWABIK, a municipal corporation organized and existing under the laws of the State of Minnesota, hereinafter referred to as “City.” The parties acknowledge the following:

- A. The City owns real property located at 6040 State Hwy 135 and legally described as: Section 1, Township 58, Range 16, Lot 8 Ex Ry R/W & Ex Part Lying N Of Hwy R/W Surface Only, and:Section 12, Township 58, Range 16, Lot 3 Ex That Part Platted As Vermilion Trail Estates & Ex Part Comm At The NW Cor Of Sec 12 Thence S01deg35'32"E Assumed Bearing Along W Line Of Sec 12 651.39 Ft To N Line Of The Plat Of Vermilion Trail Estates & The Pt Of Beg Thence N01deg35'32"W Along Said W Line 29.80 Ft Thence N64deg01'03"E 284.76 Ft Thence S48deg55'07"E 88.12 Ft Thence S22deg50'00"E119.90 Ft To The Intersection With The N Line Of Said Plat Thence N87deg50'31"W368.36 Ft To Pt Of Beg (the “City Property”).
- B. A portion of the City Property is more commonly known as “Vermilion Trail Park Campground” (hereinafter referred to as “Premises” or “Campground”) whereby users rent campsites and other amenities, such as, but not limited to, bicycles, kayaks, and boats, and use the Campground for recreational purposes.

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

I. PREMISES

City hereby grants to Peter Senarighi, subject to all provisions of this Agreement, the right to the full access and operation of the Campground or Premises, including all buildings and related site facilities and amenities located at 6040 Hwy 135, Biwabik, Minnesota 55708. The Campground or Premises is outlined in red and depicted on Exhibit A attached hereto and incorporated into this Agreement.

II. TERM

Notwithstanding the date of execution of this Agreement, this Agreement shall commence on, April 1, 2022 and shall continue through the end of the day on October 30, 2022

III. OPERATION AND MAINTENANCE

- A. Contractor agrees to be diligent in the operation and maintenance of the Premises and to provide its Services in the best interest of the City and the camping public.
- B. Contractor agrees to operate the Campground with the following schedule: “Camping Season” shall commence on May 1st and end with the close of business on October 1st, which dates are approximate based on determination of the City’s Public Works Department and/or City Administrator. Contractor agrees to keep open for business and to operate and maintain the Campground on a 24/7 basis, with

on-site staff in sufficient numbers to achieve a high level of customer service determined by the City. During the Summer Season, the Campground office will be open daily for camper check-in and checkouts, general assistance as requested or needed, along with performing all routine maintenance, as required. The following office hours shall be in effect for the summer season:

2:00PM to 8:00PM Monday - Thursday
10:00AM to 9:00PM Friday- Saturday
10:00AM to 7:00PM Sunday

During the shoulder seasons, the campground office shall be open from 3:00PM to 7:00PM daily. Spring shoulder season shall consist of May 1st to the Thursday before Memorial Day Weekend. Fall shoulder season shall consist of the period of time from the end of Labor Day Weekend until campers are no longer present.

Host's site shall be clearly marked, and its location shall be posted at the campground office.

Contractor must submit a staffing list including names, addresses, and phone numbers to City Hall so that someone can be reached 24/7. City Administrator should be notified of staffing changes on a regular basis.

- C. Contractor shall be responsible for the routine maintenance of the campground, including but not limited to the ongoing daily routine cleaning/maintenance of all indoor and outdoor spaces, washrooms, showers, lawn areas, campsites, picnic tables, campfire rings, campground office, portable toilets, etc. Contractor must also abide by all applicable cleanliness guidelines released by Federal and State Agencies

Contractor agrees to maintain all grass or turf areas in the Campground in a properly mowed condition, not to exceed four inches (4") in height in the Ajax Loop and 3 inches (3") in height in all other areas at any time while the campground is in operation. City shall assist with mowing group campsites. City shall provide two walk behind mowers for the camping season. Gasoline for mowers can be procured from City inventory. Contractor shall make minor plumbing, electrical and carpentry repairs when no building or other permit is required. A request can be made for Public Works to assist with non-routine maintenance repairs upon written submittal of a work order. A work order form will be provided by the City Administrator to the Contractor.

- D. City agrees to provide all necessary major repairs and non-routine maintenance to the structural and mechanical components of al
- E. I existing buildings and plumbing and electrical systems and subject to availability of City staff, to maintain all road surfaces into, within, and out of the Campground. Contractor agrees to make all minor repairs incidental to normal reasonable maintenance. Non-routine maintenance shall be defined as repair or replacement of whole systems, major building and/or assembly or upgrade of any fixed asset, road repair, locks and key changes, and winterizing water systems.

- F. Contractor shall not remove any tree without the written permission from the City. This does not include trees that have substantial damage or fallen down due to wind or storm damage.
- G. During the camping season the Contractor agrees to keep all washroom facilities cleaned and maintained a minimum of once each day and more often as needed. Washroom facilities will have their first daily cleaning prior to 10:00 am. The washroom facilities will also be checked prior to office closing and cleaned as needed. During the Winter Season washroom facilities shall be closed. The "Winter Season" is defined as that portion of the year exclusive of the Summer Season.
- H. Contractor may utilize the City's central purchasing process to obtain supplies necessary in maintaining safe and sanitary conditions including but not limited to floor detergents, sanitizing solutions, and all other supplies necessary for maintaining the washroom facilities, the remainder of the wash building and the office building in a clean and sanitary manner. Requests may be made to City Hall staff.
- I. Contractor agrees that it is responsible for providing written notification to the City's Administrator about any problems relating to the above City responsibilities in a timely manner so identified problems can be addressed.
- J. Contractor agrees to provide adequate security at the Campground, enforce campground regulations, and notify law enforcement when necessary.
- K. Contractor acknowledges and agrees that there shall be no smoking or use of tobacco whatsoever in any building on the Premises.

IV. CITY ACCESS

- A. Contractor shall permit the City, its officials, employees, or agents to access and inspect the Premises at any time. Contractor shall not change the locks or otherwise prohibit or inhibit the City access to any portion of the Premises. The City Administrator shall be exclusively responsible for the design of keying systems, lock changes, key fabrication and key distribution. Contractor shall promptly return all keys to the City Administrator upon termination of this Agreement.
- B. In addition, Contractor shall permit the City full access to the Premises for maintenance, repairs, and upgrades to the Premises.

V. CONCESSIONS

- A. Contractor shall have the right to sell ice, soda, firewood, confections, ice cream, coffee, laundry detergent, recreational vehicle supplies, liquid propane and similar items associated with the operation of the Campground, and any other item that is approved for sale by the City Administrator. At no time shall there be sold on the premises by the Contractor, or with its knowledge, acquiescence, or consent, any articles, the sale of which may be prohibited by law, local ordinance, or prohibited without proper license or permit.
- B. Contractor shall have the right to rent bicycles, canoes, or other watercraft on the

Premises to the general public throughout each Summer Season. Contractor shall be responsible to provide maintenance and repairs of all the rental equipment. Contractor shall be required to carry insurance to cover such rental operations, and the hold-harmless and indemnification provisions of Section XVI below shall apply to all aspects of such rental operation.

Contractor shall secure all necessary permits and licenses as required by law from the applicable governing agency including but not limited to the State Minnesota, Department of Natural Resources for any watercraft, Department of Health for food items served, and from the City Deputy Clerk for collection of sale taxes. The current City and State tax on all gross revenues shall be applied to the sale of all concession items and shall be collected by Contractor and remitted to the City and State.

VI. PAYMENTS TO CITY

- A. Contractor agrees to pay to the City, on a monthly basis, the following percentages each year this Agreement remains in effect:
 - 1. One hundred percent (100%) of the total gross revenues from all camping fees received, including deposits for any Summer Season after the expiration or early termination of this Agreement;
- B. Contractor shall have first right of refusal to provide the following additional, on-site services.:
 - 1. Non-coin concession sales;
 - 2. Rental of canoes, bikes, kayaks, small fishing and pontoon boats by registered Campground patrons through Vermilion Trail Park Campground; and
 - 3. Coin-operated vending equipment.
- C. Contractor shall keep track of all revenue and expenses related to providing these services, although no revenue split shall apply at this time. These numbers shall be included in the monthly report to the City Council.

VII. PAYMENTS TO CONTRACTOR

- A. City agrees to pay the contractor, as and for such services pursuant to this contract as follows:
 - 1. \$27,000 - Base Pay (On First \$50,000 of Revenue)
 - 2. \$10% - Incentive Sales Pay on Next \$50,000 of Revenue - Not to Exceed \$5000)
 - 3. \$32,000 - Max Earnings (If \$100,000 of Revenue Obtained)
 - 4. Any Additional Revenue Obtained Above \$100,000 - No Revenue Sharing (All to the City of Biwabik)
 - 5. One Campsite Provided to Host at No Charge (if Host Decides Not to Use it City reserves the right to rent that site for that season with no revenue sharing) Host cannot sublet or allow others to use the site. Host's site is designated as

- immediately adjacent to the campground office.
6. Compensation will be made in 6 payments.
 7. The first payment will begin in the month of May.
 7. Payments will be made with the first accounts payable disbursement in each month, May through October.
 8. Final payment will be given upon final submission of all required payments, paperwork, and proper end of season winterization of campground by the Contractor. All other monthly payments to Contractor will be made with the 1st accounts payable check run of that month.
- B. A final walkthrough will be completed with Contractor, a member of the Public Works Department, and the City Administrator in order to approve turnover of the campground back to the City for the winter season after the final camping weekend and no later than the 15th of November. Date of walkthrough will be scheduled by the City Administrator.

VIII. CAMPING RATES AND RESERVATIONS

- A. Contractor agrees to charge camping rates approved by the City. Camping fees shall be laid out in the City fee schedule. Any campsite reservations not made through the credit card processing vendor, shall be paid via check or money order payable only to the City of Biwabik.
- B. Contractor will respond as soon as possible and within 24 hours to requests for reservation and/or additional customer service questions during Summer Season.
- C. Contractor is required to adopt and enforce a campground policy approved by the City ("Campground Policy") prior to the start of each Summer Season that outlines the camping patron's responsibilities including, but not limited to pet owner responsibilities. The Campground Policy shall include actions taken if policy is violated. The parties acknowledge that any amendments to the Campground Policy shall be submitted to the City Administrator for review and approval by the City. A copy of the Campground Policy in effect at the time of execution of this Agreement is attached as Exhibit C.
- D. The City shall provide online reservations, the City shall provide a secure socket layer website for on-line reservations and shall be in compliance with all applicable laws, rules and guidelines governing such transactions. The City shall maintain a reputable vendor to provide an internet credit card transaction gateway.
- E. Contractor acknowledges and agrees that all reservations and all reservation data collected during the Term of this Agreement are the property of the City and Contractor shall hold all information associated with the reservations in strict confidence and all such information shall not be used by Contractor except to fulfill its obligations under this Agreement. Contractor shall not utilize reservation information stored by Contractor and provided by City to communicate with any individual except to provide stay related information to the individual.

IX. SPECIAL EVENTS

- A. All requests for special events to be held at the Premises shall be directed to the City. The City shall be responsible for approving or denying any special event requests and coordinating all aspects of the special event including ensuring that the necessary permits and insurance are obtained in accordance with the City's standard operating procedures. The City shall notify Contractor of the approved special events.
- B. All special events requiring insurance shall name the City and Contractor as additional insureds. The City shall be responsible for obtaining a copy of the Certificate of Insurance evidencing such coverage.

X. UTILITIES

The City shall be responsible for all necessary utilities to the Premises, including but not limited to electric service, gas, City water service, sewage, and trash collection. During the Winter Season, seasonal water will be discontinued for all campsites.

XI. RECORDS

- A. Contractor agrees to maintain detailed, accurate, and complete records of all monies received and disbursed, and all usage reports in the operation of the Campground and Contractor's related activities in a form mutually agreed upon between the parties. Such books and records shall be available to the City for inspection and audit upon request. The City agrees to provide a minimum of 24 hours' notice of such request. In addition, Contractor shall prepare an itemized monthly financial report of all monies taken in and disbursed in the Campground operations and shall submit such detailed report to the City, together with all payments provided in Section VII.
- B. Contractor agrees to provide to the City a monthly report which includes, but is not limited to the following: inventory of sales and merchandising, inventory of city property, maintenance and upkeep logs, lodging reservations, list of needed maintenance, and after action report addressing continuing problems, and successes.
- C. Contractor agrees to keep a daily record of sales and to submit to the City weekly and monthly sales reports.
- D. Upon completion of the camping season and prior to turnover to the City for the winter season Contractor agrees to provide to the City a detailed written report, which includes, but is not limited to the following: inventory of sales and merchandising, inventory of city property, maintenance and upkeep logs, lodging reservations, list of needed maintenance, and after action report addressing continuing problems, successes, improvements suggested for next season and lessons learned.

XII. ALTERATIONS OR IMPROVEMENTS

Contractor shall not make any alterations or improvements to the Property that are not herein described without the prior written consent of the City Administrator and upon the terms and conditions which may be imposed by the City Administrator. Contractor agrees to pay to the City upon demand the reasonable costs incurred by City to repair any damage done to the Premises by Contractor, its employees, volunteers, servants, agents, contractors, invitees, and licensees during the term of this Agreement.

- A. Contractor may, at its sole cost and expense, make suitable improvements or alterations to the Premises upon advance written approval from the City Administrator. All such improvements if not removed by host at the end of the term (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, Contractor shall submit to the City a Project Proposal Request along with detailed plans. These documents shall be submitted to the Contractor at least thirty (30) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and all applicable building codes.
- B. Contractor agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Premises, Contractor will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be filed with the City Administrator before the commencement of any construction hereunder.

XIII. INSURANCE

- A. During the term of this Agreement, Contractor shall procure and maintain continuously in force, Public Liability Insurance written on an "occurrence" basis under a Comprehensive Liability Form in limits of not less than \$1,000,000 aggregate per occurrence for personal bodily injury and death and limits of \$1,000,000 for property damage liability. Said insurance shall cover liability to 3rd parties and shall include premises and operations coverage, personal injury, and cover the indemnity obligations of Contractor set forth herein. Contractor shall also maintain coverage as will protect the City against loss or damage to the Premises and property permanently located or exclusively used on the premises, against claims which may arise from Contractor's maintenance during this agreement. Contractor shall provide Certificates of Insurance to City evidencing the existence of said coverage. Such policy of insurance shall contain a condition that it may not be cancelled without thirty day's written notice to the City. All such policies shall name the city as an additional insured.
- B. City reserves the right to require Contractor to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.
- C. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.
- D. The City shall not be liable to Contractor 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.

XIV. HOLD HARMLESS AND INDEMNIFICATION

- A. Contractor hereby agrees to indemnify, save harmless, and defend the City and its officers, agents, and employees from and against any and all claims, suits, loss, judgments, and expenses by any person by reason of injury or death. Contractor also agrees to indemnify and defend City from all damages to property to whomsoever belonging, arising out of the management, maintenance or operation of the Premises by Contractor or performance of the obligations under this agreement.
- B. Contractor will indemnify the City for any damage to any City property on the Premises caused by Contractor, its agents, volunteers, employees, and invitees.

XV. TAXES

Contractor hereby agrees to pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Contractor's operations of the Premises, including but not limited to real property and sales taxes, if applicable. It is further agreed that City may pay the same on behalf of the Contractor and immediately collect the same from Contractor. Contractor 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.

XVI. INCIDENT REPORTS

- A. Contractor shall notify the City Administrator in writing of any incident of injury or loss or damage to the Premises or any of Contractor's participants or invitees occurring within the Premises during the term of this Agreement, except for damage to Contractor's personal property. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's to be provided by City Administrator.
- B. Contractor shall notify the City Administrator in writing when law enforcement have been requested or responded to an incident on the Premises.

XVII. TERMINATION AND/OR EXPIRATION OF AGREEMENT

- A. Generally
 - 1. Upon expiration or early termination of this Agreement for any reason, Contractor shall remove all of its personal property from the Premises pursuant to this section. Contractor 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 Contractor took possession, normal wear and tear excepted. All personal property remaining on the Premises after Contractor surrenders possession to the City shall become the exclusive property of the City.
 - 2. Upon expiration or termination of this Agreement for any reason, Contractor shall remit to the City within five (5) business days the following:
 - a. Dates, organization names, contact person(s), and contact

information relating to all future rentals, permits and uses of the Premises or any portion of the Premises authorized by Contractor;

- b. Copies of any permits, agreements or other documents relating to all future rentals, permits and uses of the Premises or any portion of the Premises authorized by Contractor;
 - c. Accounting of all fees collected relating to all future rentals, permits and uses of the Premises or any portion of the Premises authorized by Contractor;
 - d. Check reimbursing the City in full for all fees collected and other amounts due to the City under this Agreement, including but not limited to deposits and fees relating to all future rentals, permits and uses of the Premises or any portion of the Premises authorized by Contractor; and
 - e. Such other information reasonably requested by the City.
3. In the event this Agreement is terminated by the City during the Winter Season, Contractor shall be entitled to a reduction in the amount due under Section XX.3.d. above equal to Contractor's total documented, out of pocket expenses incurred during the then-current Winter Season with respect to its activities under Section VIII above, but not including wages or employment benefits. However, City is not responsible to reimburse Contractor in the event that Contractor's total documented, out-of-pocket expenses under Section VIII are greater than the amounts due to the City under Section XX.3.d. If this Agreement is terminated by the City during the Summer Season, there shall be no reduction in the amount due under Section XX.3.d.
- B. Without Cause
This Agreement may be terminated without cause: (1) by either Party by serving at least ninety (90) days' written notice of termination upon the other or (2) immediately upon mutual written agreement of the Parties.
- C. Immediately
The City may unilaterally terminate or suspend this Agreement immediately if the City believes in good faith that the health, welfare or safety of the Premises, its occupants, users or neighbors would be placed in immediate jeopardy by the continuation this Agreement. The City, in addition to other rights or remedies it may have, shall have the immediate right of reentry to the Premises. In the event of immediate termination of this Agreement, the City may remove all persons and property from the Premises. All personal property remaining on the Premises after the five (5) days written notice shall become the exclusive property of the City.

- D. For Cause
1. The City may terminate this Agreement: (i) if Contractor fails promptly to pay to the City any amount due under the terms of this Agreement or (ii) for the material breach by Contractor 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 Contractor seven (7) 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 seven (7) days, then the City may immediately terminate this Agreement by serving written or personal notice to Contractor. In the event of default by Contractor, the City, in addition to other rights or remedies it may have, shall have the immediate right of reentry to the Premises. In the event of termination of this Agreement pursuant to this paragraph, the City may remove all persons and property from the Premises. All personal property remaining on the Premises after the five (5) days written notice shall become the exclusive property of the City.
 2. Contractor acknowledges and agrees that a default of this Agreement includes the receipt by City of Significant Service Complaints (as hereinafter defined) from campers. For purposes of this Agreement, "Significant Service Complaints" means, in connection with any Summer Season, the receipt by City of complaints regarding the quality, nature, or performance by Contractor and/or its agents, vendors, contractors, subcontractors or employees of any services described in the Agreement from more than ten percent [10%] of the registered campers. In the case of Significant Service Complaints, City shall have the right to terminate this Agreement. In no event shall Significant Service Complaints relate to the costs/rates for camping, concessions, or items sold on-site.

XVIII. INDEPENDENT RELATIONSHIP

- A. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Contractor as agents, representatives or employees of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- B. Contractor and its employees shall not be considered employees of the City and any claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Contractor's employees or agents while so engaged shall in no way be the responsibility of City.

XIX. NOTICES

Unless otherwise provided herein, notice to the City or Contractor 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 Biwabik Attention: City Administrator, P.O. Box 529, Biwabik, MN 55708

Contractor: Peter Senarighi, PO Box 335, Biwabik, MN 55708

XX. GENERAL PROVISIONS

- A. City agrees to provide one (1) RV campsite, to be designated and clearly marked, to Contractor at no cost for Contractor's personnel.
- B. Contractor agrees to operate the Campground in strict compliance with the laws, rules, and regulations of the United States, of the State of Minnesota, St. Louis County and the City of Biwabik.
- C. Contractor agrees to procure at its own expense all licenses and permits necessary for the carrying out of the provisions of this Agreement.
- D. Contractor accepts total financial responsibility for any operating deficit they incur during operation of the Campground pursuant to this Agreement.
- E. Contractor shall not assign this agreement, nor any of the rights given to it hereunder to any person, association, partnership, or corporation, without first obtaining the written consent of the City Administrator, and any such assignment entered into without such consent shall be void.
- F. The waiver by the City or by Contractor of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.
- G. This instrument may be amended or modified only by an instrument of equal formality, signed by all duly authorized representatives of the parties.
- H. The City shall not be responsible to Contractor for any injury or damage resulting from any defect in the construction or condition of the herein described Premises.
- I. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.
- J. Any terms of this Agreement which by their nature extend beyond termination of this Agreement shall survive and bind the parties and their successors and assigns.
- K. Nothing in this Agreement shall be construed as a waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.
- L. This Agreement embodies the entire understanding of the Parties and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

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

- N. 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.

City of Biwabik:

Mayor

Date

City Administrator

Date

Contractor:

Date

2022 Rates:

Seasonals:

May 15th-Sept 15th

Regular: \$640/Month (4 Months)

Lake: \$675/Month

Additional days before and after available for \$20/day

Monthly:

regular sites – \$680/Month 1-3 Months

Group sites – \$1724/Month 1-3 Months

Nightly: (2 night Minimum)

Water/Electric: \$35.50 +Tax per night

Group Sites: \$90+Tax per night (3 households)

No Electric/Tent: \$25 +Tax per night