

CITY OF BIWABIK

AGENDA

**WEDNESDAY OCTOBER 26, 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. Approval of Special Event Permit - Weinachtsfest**
- 3. Approval of Union Contract – Local 49**
- 4. General Discussion on Campground Operations**
- 5. Review and Action on Campground Operations**
 - A. Review and Action on Current Host Contract
 - B. Review and Action on Host Contract and Selection for 2023
 - C. Review and Action on On-Line Reservation System
 - D. Review and Action on Campground Amenities and Infrastructure
 - E. Review and Action on Campground Rates and Payment Policies
 - F. Review and Action on Seasonal Camper Practices
 - G. Review and Action on Campground Rules
 - H. Review and Action on End of Season Duties and Tasks
 - I. Review and Action on Campground Expenses
- 6. Adjourn**

DATE: October 26, 2022

AGENDA ITEM: Approval of Special Event Permit - Weihnachtsfest

BACKGROUND: The Biwabik Area Civic Association has submitted a special event permit application for this year's Weihnachtsfest events.

ATTACHMENTS:

- A. Special Event Permit Application

STAFF RECOMMENDATION: Approve as Presented

CITY OF BIWABIK
SPECIAL EVENT PERMIT
321 N. MAIN ST, BOX 529
CITY HALL
BIWABIK MN 55708
TELEPHONE: 218-865-4183 FAX: 218-865-4580

PLEASE CHECK ONE: NEW APPLICATION RENEWAL/CHANGE

I. TITLE PURPOSE AND BRIEF DESCRIPTION OF EVENT:

Weihnachtsfest 38th Annual Christmas Festival

REFER MEDIA OR CITIZENS INQUIRES TO: Peter Senarighi
TELEPHONE NUMBERS: 218-310-4748 (HOME) _____ (WORK)

II. APPLICANT AUTHORIZATION:

ATTACH A WRITTEN COMMUNICATION FROM THE ORGANIZATION IN WHOSE NAME THE EVENT WILL BE ADVERTISED WHICH AUTHORIZES YOU, THE APPLICANT, TO APPLY FOR THIS SPECIAL EVENT PERMIT ON ITS BEHALF.

APPLICANT'S NAME: Peter Senarighi TITLE President
ADDRESS: PO Box 335
MAILING ADDRESS: Biwabik, MN 55708
AFFILIATION: Biwabik Area Civic Association
DAYTIME PHONE: 218-310-4748

III. EVENT PRINCIPALS:

PLEASE LIST NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF ALL THE PRINCIPALS INVOLVED IN ANY WAY IN THE PROPOSED EVENT. INCLUDE PROFESSIONAL EVENT ORGANIZERS, EVENT PROMOTERS, FINANCIAL UNDERWRITERS, COMMERCIAL SPONSORS, CHARITABLE ORGANIZATIONS IN WHOSE NAME THE EVENT IS BEING ADVERTISED AND ALL OTHERS ADMINISTRATIVELY, FINANCIALLY OR ORGANIZATIONALLY INVOLVED AS PRINCIPALS IN THE PRODUCTION OF THE PROPOSED SPECIAL EVENT.

NAME Sarah Stackovich, Anneissa LeChevalier, Kari Mackey
AFFILIATION Committee Co-Chairs
MAILING ADDRESS _____
DAYTIME PHONE _____ EVENING PHONE _____

TITLE AND FUNCTIONAL RESPONSIBILITY WITH REGARD TO THE
EVENT Vendor selection, Vendor location selection, entertainment &
activities

WILL THIS PERSON HAVE AUTHORITY TO CANCEL OR GREATLY MODIFY EVENT PLANS? YES NO
WILL THIS PERSON BE PRESENT IN THE EVENT AREAS AND IN CHARGE OF THE EVENT AT ALL TIMES?
 YES NO

IV. REQUESTED EVENT COMPONENTS

- A. REQUESTED DAY AND DATE (FIRST CHOICE) December 3rd
- B. ALTERNATE DAY/DATE _____
- C. REQUESTED HOURS OF OPERATION FROM 9am TO 7pm
- D. SET UP BEGINNING DAY AND DATE 11-1-2022
- E. DESCRIBE THE NUMBER AND TYPE OF ANIMALS TO BE USED IN THE EVENT
0
- F. ATTACH A DRAFT OF ENTRY FORM FOR PARTICIPANTS/SPECTATORS.
- G. ANTICIPATED NUMBER OF PARTICIPANTS _____ AND SPECTATORS _____

Site Plan attached - Marked
Actual Placement Post
11-15-22

V. INSURANCE

ATTACH TO THIS APPLICATION EITHER AN INSURANCE POLICY OR A CERTIFICATE OF INSURANCE INCLUDING THE POLICY NUMBER, AMOUNT, AND THE PROVISION THAT THE CITY OF BIWABIK IS INCLUDED AS AN ADDITIONAL INSURED. On File

VI. SANITATION

ATTACH YOUR PLAN FOR CLEAN-UP/MATERIAL PRESERVATION. INCLUDE NUMBER, TYPE AND LOCATION OF TRASH CONTAINERS TO BE PROVIDED FOR THE EVENT. INDICATE WHO AND HOW MANY WILL BE RESPONSIBLE FOR EMPTYING AND CLEANING UP AROUND CONTAINERS DURING AND AFTER THE EVENT. INDICATE WHO AND HOW MANY WILL BE RESPONSIBLE FOR CLEANING UP AFTER ANIMALS IF THEY ARE USED IN THE EVENT. DESCRIBE THE NUMBER, TYPE AND LOCATION OF PORTABLE TOILETS TO BE PROVIDED FOR THE EVENT (OR PERMANENT TOILETS TO BE USED FOR THE EVENT). INCLUDE ANY OTHER PLAN YOU HAVE FOR ENSURING POST-EVENT CLEANLINESS AND MATERIAL PRESERVATION OF CITY FACILITIES, EQUIPMENT, PREMISES AND STREETS.

VII. LOCATION MAP

CIRCLE ITEMS BELOW THAT APPLY TO YOUR EVENT. INDICATE THESE ITEMS ON ATTACHED SEPARATE MAPS. USE, WHERE NECESSARY, A TO-SCALE DRAWING.

- A. IF A ROUTE IS INVOLVED, THE BEGINNING AREA, THE ROUTE (INDICATE DIRECTIONS WITH ARROWS) AND THE FINISHED AREA
- B. IF A ROUTE IS INVOLVED, THE PLACES WHERE BUSES ETC. NEED TO BE CONSIDERED
- C. IF A ROUTE IS INVOLVED, IT WILL EXPEDITE APPROVAL OF YOUR EVENT IF YOU ATTACH SEPARATE MAPS GIVING ALTERNATE ROUTES
- D. IF A RELAY IS INVOLVED, INDICATE HAND-OFF POINTS
- E. ENTERTAINMENT OR STAGE LOCATIONS
- F. ALCOHOLIC BEVERAGE CONCESSION AREAS
- G. NON-ALCOHOLIC CONCESSION AREAS
- H. FOOD CONCESSION AREAS
- I. GENERAL MERCHANDISE CONCESSION AREAS
- J. PORTABLE TOILET FACILITIES (INDICATE NUMBER)
- K. FIRST AID FACILITIES
- L. EVENT PARTICIPANT AND/OR SPECTATOR PARKING AREAS (INCLUDE HANDICAP PARKING AREA)
- M. EVENT ORGANIZER'S COMMAND POST
- N. FIREWORKS OR PYROTECHNICS SITE
- O. COOKING AREAS
- P. TABLES, ENCLOSURES, ETC.
- Q. TEMPORARY OR PERMANENT STRUCTURES CONSTRUCTED FOR THE EVENT
- R. SITE OF ELECTRICAL WIRING TO BE INSTALLED FOR THE EVENT
- S. TRASH CONTAINERS (INDICATE NUMBER _____)
- T. OTHER -- PLEASE DESCRIBE
Main Street Detour

VIII. AVAILABILITY OF FOOD, BEVERAGES AND/OR ENTERTAINMENT

A. IF THERE WILL BE MUSIC, SOUND AMPLIFICATION OR ANY OTHER NOISE IMPACT. PLEASE DESCRIBE, INCLUDING THE INTENDED HOURS OF THE MUSIC, SOUND OR NOISE.
9am to 7pm PA System with Music and Evening carols

B. ALCOHOLIC BEVERAGES TO BE SERVED? YES NO

C. IF YES, DESCRIBE WHAT SYSTEM WILL BE USED TO ENSURE THAT ALCOHOLIC BEVERAGES WILL BE CONSUMED ONLY BY THOSE PERSONS 21 YEARS AND OLDER (SEE CITY SPECIAL EVENTS LIQUOR LICENSE REGULATIONS)

D. IF YES, DESCRIBE HOW, WHERE, WHEN AND BY WHOM THE ALCOHOLIC BEVERAGES WILL BE SERVED:

E. IF A PARTY, A DANCE OR LIVE ENTERTAINMENT IS PART OF YOUR EVENT, PLEASE EXPLAIN

F. PLEASE DESCRIBE ALL OF THE ACTIVITIES OF YOUR EVENT FOR WHICH A LICENSE IS REQUIRED. FOR EXAMPLE, A CATERER'S LICENSE, A GENERAL MERCHANDISE CONCESSION LICENSE, LIQUOR LICENSE, ETC: (ATTACH TO THIS APPLICATION ALL REQUIRED LICENSES/COPIES OF LICENSES) Pyrotechnics display - Vendor permits will be supplied once vendor selection is complete

G.
H.

FOOD AND/OR NON-ALCOHOLIC BEVERAGES TO BE SERVED YES NO

IF YES, DESCRIBE SANITATION MEASURES, FOOD HANDLING PROCEDURES AND THE NATURE OF THE FOOD (SUCH AS PRE-PACKAGED FOODS, HOT DOGS, PREMIXED SODAS, UNPEELED FRUIT, RAW MEATS, VEGETABLES, FISH OR PEELED AND CUT FRUIT)

Biwabik FD Relief Association AS BFDRA President

I. IF YES, YOU MAY NEED TO HAVE A HEALTH PERMIT FROM EITHER THE STATE OF MINNESOTA OR ST. LOUIS COUNTY. ATTACH A COPY OF YOUR HEALTH PERMIT TO THIS APPLICATION.

J. IF YOU INTEND TO COOK FOOD IN THE EVENT AREA, DESCRIBE YOUR AREA LAYOUT, INCLUDING FUEL OR ELECTRICAL SOURCES TO BE USED

IX. SECURITY AND SAFETY PROCEDURES:

A. DESCRIBE YOUR PROPOSED PROCEDURES FOR SET UP, OPERATION, INTERNAL SECURITY AND CROWD CONTROL

Mainstreet Closure from 1700 - 1900, fireworks and Carols
Protestor area will be located along 5th Ave & Mainstreet
Should weather be an issue the event will take guidance from the Biwabik PD and proceed as directed.

B. IF THE EVENT IS GOING TO OCCUR AT NIGHT, DESCRIBE HOW YOU ARE GOING TO LIGHT THE EVENT AREA IN ORDER TO INCREASE THE SAFETY OF PARTICIPANTS AND SPECTATORS COMING TO AND LEAVING THE EVENT

Event is on main street at night, street lights and the light display will be enough to provide safety.

C. ATTACH TO THIS APPLICATION A COPY OF YOUR BUILDING PERMIT (OR PERMIT) IF YOU ARE INSTALLING ANY ELECTRICAL WIRING ON A TEMPORARY OR PERMANENT BASIS AND/OR IF YOU ARE BUILDING ANY TEMPORARY OR PERMANENT STRUCTURES. SUCH AS BLEACHERS, SCAFFOLDING, A GRANDSTAND, REVIEWING STANDS, STAGES OR PLATFORMS.

D. ATTACH A COPY OF YOUR FIRE DEPARTMENT PERMIT OR PERMITS TO THIS APPLICATION IF YOU WILL USE PARADE FLOATS, AN OPEN PLAN, FIREWORKS OR PYROTECHNICS, COOKING FACILITIES, ENCLOSURES (AND TABLES WITHIN THOSE ENCLOSURES), TENTS, AIR SUPPORTED STRUCTURES, CANOPIES, OR ANY FABRIC SHELTERS.

E. GIVE NAME, ADDRESS AND PHONE NUMBERS OF THE AGENCY OR AGENCIES WHICH WILL PROVIDE FIRST AID STAFF AND EQUIPMENT

NAME OF AGENCY 911 if needed

NAME OF REPRESENTATIVE

ADDRESS

PHONE NUMBERS

INDICATE MEDICAL SERVICES THAT WILL BE PROVIDED FOR THE EVENT:

MEDICAL SERVICE	HOW PROVIDED
AMBULANCE	
DOCTORS	
NURSES	
PARAMEDICS	
EMTS	

X. VENDORS OR CONCESSIONAIRES

A. DESCRIBE WHAT VENDORS OR CONCESSIONAIRES YOU WILL ALLOW IN CONJUNCTION WITH THE EVENT AND THE PURPOSE OR PURPOSES OF THESE CONCESSIONS

Arts, crafts, home based business

B. DESCRIBE HOW YOU INTEND TO REGULATE, MONITOR AND CONTROL THE TYPE, NUMBER AND QUALITY OF VENDORS/CONCESSIONAIRES WHOM YOU MAY PERMIT TO OPERATE IN CONJUNCTION WITH THE EVENT

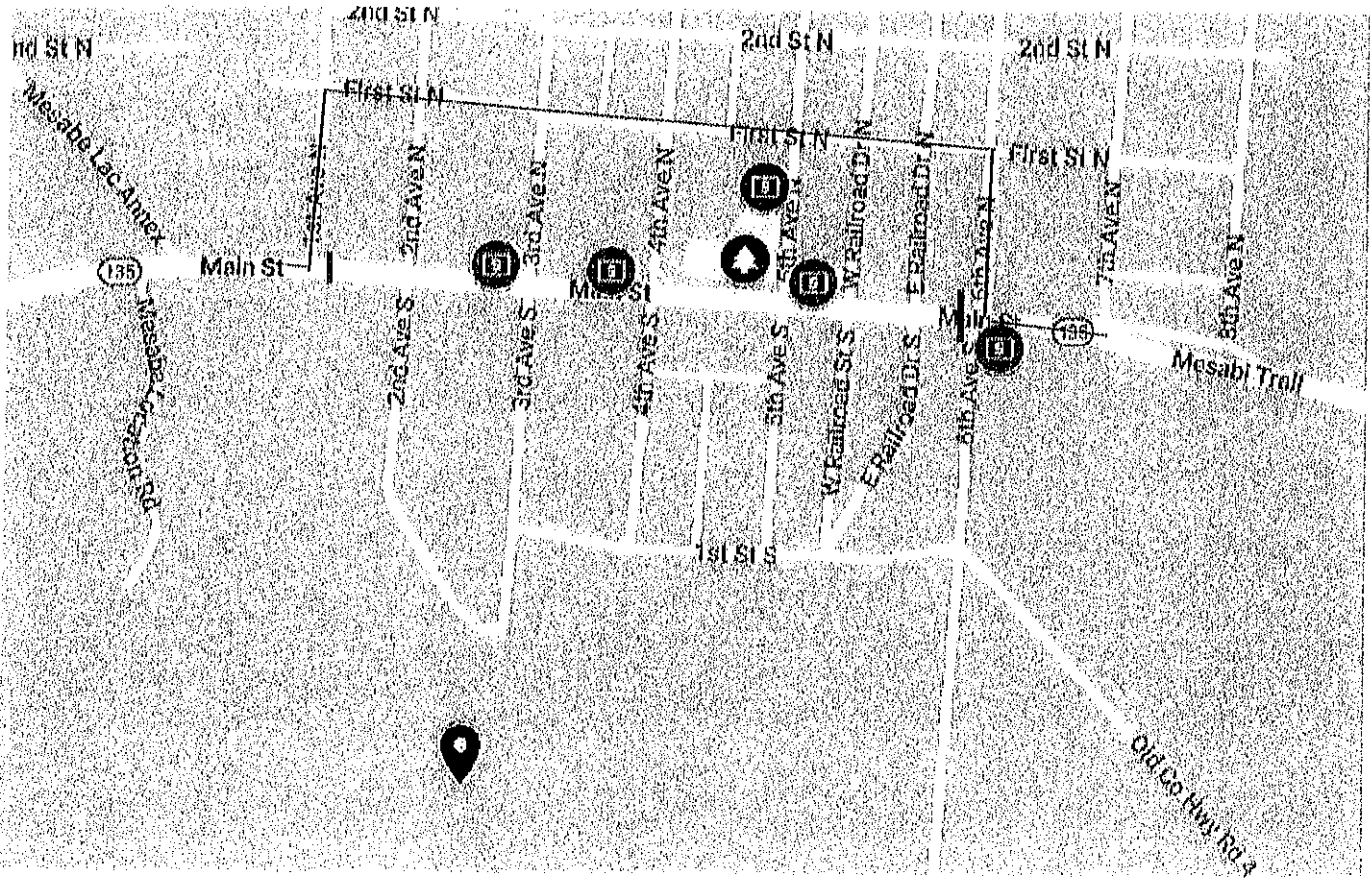
Vendor registration form and guidelines.

XI. CITY SERVICES/EQUIPMENT


DESCRIBE CITY SERVICES AND/OR EQUIPMENT REQUESTED FOR THIS EVENT, CITY BARRICADES, CONES, AND NO PARKING SIGNS MAY BE BORROWED ON AN AS-AVAILABLE BASIS. YOU SHOULD PLAN TO PICK UP AND RETURN THIS EQUIPMENT. IF YOU OR YOUR VOLUNTEERS CANNOT PICK UP AND RETURN THIS EQUIPMENT, PLEASE ATTACH A LETTER REQUESTING THESE SERVICES EXPLAINING WHY YOUR ORGANIZATION CANNOT PERFORM THEM. THIS WILL BE REVIEWED AND APPROVED OR DENIED BY THE CITY ADMINISTRATOR


Road barricades for mainstreet closure

XII. OTHER PERTINENT INFORMATION.




 Park Light Display

 Vendor locations

 New Fireworks Launch Location

West Park location recently built home became a concern.

 Mainstreet closure & Detour

DATE: October 26, 2022

AGENDA ITEM: Approval of Union Contract –Local 49

BACKGROUND: The negotiations with the Public Works department went very smoothly this year. The Personnel Committee feels that we have come to a very fair tentative agreement. The changes from the previous contract are shown in red and blue on the included draft.

ATTACHMENT:

- A. Updated 3 year Contract

STAFF RECOMMENDATION: Approve as presented.

A G R E E M E N T

Between

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL #49**

And

CITY OF BIWABIK

**Effective November 1, ~~2019~~ 2022 through October 31,
~~2022~~ 2025**

CITY OF BIWABIK

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This Agreement dated this 1st day of November ~~2019~~ 2022, entered into between the City of Biwabik, hereinafter referred to as the Employer, and Local 49 of International Union of Operating Engineers, ~~affiliated with the American Federation of Labor and Congress of Industrial Organizations~~, hereinafter referred to as the Union.

ARTICLE 1 PURPOSE OF THIS AGREEMENT

Section A. It is the intent and purpose of this Agreement to establish rules and regulations covering wages, hours of work and other conditions of employment.

Section B. Provisions of this Agreement constitute the sole procedure for the processing and settlement of any grievance by any employee, the Union, or the Employer of a violation of this Agreement.

Section C. New Section. Whenever any words are used in the Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and wherever any words are used in the plural they shall also be construed to include the singular.

ARTICLE 2 RECOGNITION

Section A. The Employer recognizes International Union of Operating Engineers, Local 49, ~~AFL-CIO~~, as the exclusive representative for collective bargaining purposes in the bargaining unit composed of all eligible employees of the City of Biwabik. No discrimination shall be exercised against any employee of the bargaining unit because of union membership, race, creed, color, sex or political affiliation.

Section B. It is hereby agreed that the Employer, during the duration of this Agreement, will not enter into, establish or promulgate and resolution, agreement, or contact with or affecting the employees of this bargaining unit which, in any way, conflicts with the terms and conditions of this Agreement or with the role of the Union as exclusive bargaining agency for such employees.

ARTICLE 3 RESPONSIBILITIES OF PARTIES

Section A. Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement. The Employer and the Union through this Agreement continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge to this dedication.

Section B. The Employer, the Union and the employees are firmly bound to observe the conditions of this Agreement.

Section C. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- (1) The applicable procedures of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.
- (2) There shall be no interferences by the parties to this Agreement with the rights of employees to become or continue as members of the Union.

ARTICLE 4 PROBATIONARY PERIOD

Section A. All new employees shall be placed on the seniority list after the completion of ninety (90) calendar days probationary period and shall be entitled to all benefits of permanent employees thereafter. However, during such ninety (90) calendar days probationary period such employees may be discharged by the Employer without cause and without the same causing breach of this Agreement or constituting a grievance hereunder. Seniority is to date back to the first day of employment.

ARTICLE 5 SENIORITY

Section A. A policy of seniority shall be formulated that will give employees with longer service an opportunity for promotion however, this shall not abrogate the Minnesota Veterans' Preference Act. In the event of lay-off due to lack of work or lack of funds, employees with the least seniority by job classification, shall be the first to be laid off, and in the event of rehire the last employee laid off shall be the first to be rehired. In the event of a job opening, the job should be announced by bulletin and the senior qualified employee with ability should be given the opportunity to step up for promotion. No employee shall be laid off out of turn on the Seniority list.

Section B. Lay-off and lay-off notice. In the event of necessary reduction in the work force, the City of Biwabik shall designate the classification in which the reduction will be initiated. All emergency or probationary employees in the classification shall be laid off before any permanent employee in the classification. Lay-off shall be in the inverse order of seniority in each classification. In the event of rehire the last employee laid off shall be the first to be rehired.

- (1) Employee Seniority-shall be the continuous, uninterrupted paid service as a permanent employee of the City of Biwabik. (This applies for vacation accrual only).

(2) City Classification Seniority-shall be the continuous, uninterrupted paid service as a permanent employee within a classification in the appropriate unit for the City of Biwabik. (Applies for layoff).

ARTICLE 6 CHECK OFF OF UNION DUES

Section A. The Employer agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card, a sum certified by the Secretary of Local 49, which are Union dues, such deductions to be made from the payroll period ending the first half of each month and transmit to the Secretary of Local 49, (address to be supplied by the Union from time to time), the total amount with any change of employees from whose pay deductions were made. An employee may terminate his payroll deductions by written notice delivered to the Secretary of Local 49 who shall forthwith transmit a copy of such termination to the City Administrator.

ARTICLE 7 HOURS OF WORK

Section A. The regular workday for employees shall be eight (8) hours worked.

(1) Employees shall be available for work at their work site on or before starting time, commonly accepted as 7:00 A.M. for an eight (8) hour shift and 6:00 A.M. for a ten (10) hour shift.

(1a) Work site shall be the City garage or any regularly scheduled site within the City, where the employee has been assigned to the end of the last shift in advance.

(2a) Employees will not leave their work site until quitting time commonly accepted as 3:00 P.M. for eight (8) hours and 4:30 P.M. for a ten (10) hour shift and will be actively working until five (5) minutes before quitting.

(3a) Employees will not be required to work split shifts.

Section B The normal work week for employees shall be forty (40) hours. Work hours from Memorial Day ~~June 1~~ through Labor Day ~~August 31~~ may be modified to a four (4) day work week of ten (10) hours per day at straight time when mutually agreed to. The employees shall request a four day "modified" work week by May 1st. A one-week advance notification period shall be given for deviation from the agreed to modified work week unless the general public good is adversely affected for which twenty-four (24) hour notification will then be required.

Section C The average hours per work month for employees for purposes of computing vacation, sick leave, and fractions of a month's work shall be One-hundred and seventy-three (173) hours.

Section D. Employees shall be allowed one fifteen (15) minute rest period per eight (8) hour shift. Commonly accepted as 9:00 A.M. to 9:15 A.M. Employees shall be allowed two fifteen (15) minute rest periods per ten (10) hour shift. One rest period commonly accepted as 9:00 A.M. to 9:15 A.M. and another fifteen (15) minute rest period from 2:00 P.M. to 2:15 P.M. Employees may be requested to have their rest periods at the work site.

Section E. Normal lunch period per eight (8) hour shift shall be from 12:00 Noon until 12:20 P.M. Normal lunch period per ten (10) hours shift shall be from 12:00 Noon until 12:30 P.M. (unpaid) Normal lunch period may be changed at the discretion of the Public Works Superintendent because of extenuating circumstances. Employees may be requested to have their twenty (20) minute lunch break (when working eight (8) hours) at the work site.

Section F. Any eight (8) hour shift worked other than 7:00 a.m. to 3:00 p.m. employees would receive \$.50 per hour shift differential. (Example: If an employee was called to work from 6:00 a.m. to 2:00 p.m., 6:00 a.m. to 7:00 a.m. would receive shift differential.

Section G: Upon approval of the employee's supervisor, employees shall have the option of taking compensatory time off in compliance with the Federal Fair Labor Standards Act in lieu of overtime. With the approval of the City Administrator, forty (40) hours of compensatory time can be banked.

ARTICLE 8 OVERTIME

Section A. City of Biwabik employees normally work an eight (8) hour day, five days a week for a total of Forty (40) hours per week. Any work necessary for the completion of essential work assignments or to meet emergency conditions performed in excess of these required periods, time worked on holidays (except for those noted below in Section A(2)) and time worked on Sundays (unless scheduled as part of the regularly work week) is overtime which will be compensated for in accordance with the provisions of the overtime schedule as listed below:

- (1) All overtime hours worked by employees will be paid in pay versus comp time at one and one-half (1 1/2) times the regular rate of pay. (Time off with pay is considered as hours worked for the purpose of computing daily or weekly cash overtime).
- (2) The Employer agrees to pay two times the regular rate of pay for hours worked on New Year's Day, Thanksgiving Day, and Christmas Day

Section B. All overtime work must be approved by authorized supervisory personnel in advance (except in emergency situations) and must be recorded in official records in order to constitute a claim for payment. No private records will be recognized if it was not approved as above and recorded on the employee's official time sheet.

Section C. Compensatory leave (including vacation time and sick leave) will follow the steps listed:

- (1) Can be taken only during the regularly scheduled work week and normal workday.
- (2) Overtime earned or taken will be computed on the basis of one-hour units only; periods of thirty (30) minutes or more shall be recorded as one hour; periods of less than thirty minutes shall not be recorded.
- (3) Shall not be charged on calendar day in which eight (8) or more hours are worked.

Section D. **Call In:** Employees are to perform work as ordered unless properly excused and to recognize that overtime work is not a right or privilege or a way of increasing pay, but is performed solely in the interest of the City of Biwabik and only when the needs of the City of Biwabik require.

Section E. An employee called back to work after he has completed his regular work day or called out on his day off shall receive a minimum of three (3) hours pay, the three hour minimum shall be in effect until 12:00 midnight at which time a new day begins. Hours worked between 12:01 A.M. and the regular starting time of 7:00 A.M. will be paid on actual hours worked basis, except that a call out to check the Wastewater Treatment Facilities or the Water Distribution Facilities shall be a minimum of two (2) hours pay. A call out to check both the Wastewater Treatment Facility and the Water Distribution Facility shall be a minimum of three (3) hours pay. A maximum meal allowance of \$6.50 a meal will be allowed on overtime work that exceeds ten (10) consecutive hours. (Example: snowplowing and city special events).

Overtime shall be divided as evenly as possible between all employees in each job classification.

Employees on call will be paid one (1) hour of pay for each day on call at the time and one-half (1 1/2) rate.

Section F. When the day after the 4th of July celebration falls on a weekend or the actual holiday or designated holiday, all time worked will be paid at two (2) times the regular rate.

Section G. When the 5th of July falls on a Monday through Friday, all paid hours of employment will be paid at the regular hourly rate plus hour for hour compensation time.

**ARTICLE 9
VACATION**

Section A. Employees covered by this Agreement will be granted the following vacation with pay:

40 hours vacation after	1 year of service
80 hours vacation after	2 years of service
120 hours vacation after	5 years of service
160 hours vacation after	10 years of service
200 hours vacation after	20 years of service

All part-time employees will receive the above schedule on a pro-rated basis.

Section B. Vacation may be taken as weekly periods or as individual days as long as the periods chosen to meet the approval of the City Administrator.

Employees will be given an opportunity to select a vacation period in so far as it is possible or practical from a scheduling standpoint. The Employer may limit the number of employees on vacation at any one time.

Section C. If a holiday occurs during a full week of a vacation period, the employee will be paid for four (4) days of vacation at the regular rate and one (1) day holiday pay for a total of forty (40) hours regular pay.

Section D. Pro-rated vacation will be granted at the time the employee is laid off or retires. Voluntary quit without three (3) days notice, shall nullify this pro-rate provision.

Section E. It is understood that any employee having been granted a leave of absence does not accrue vacation or sick leave time during that period of absence.

Section F. All full-time employees will be allowed to use unused vacation at their discretion upon notice to and approval from the City Administrator.

Section G. All full-time employees will be allowed to carry over one week of unused vacation into the next year.

Section H. Upon retirement or separation, the employee shall choose to have all unused vacation hours cashed out or deposited into the Minnesota State Retirement System, Post Retirement Health Care Savings Plan in compliance with Mn Statute 352.98.

**ARTICLE 10
SICK LEAVE**

Section A. All full-time employees covered by this Agreement shall be granted one and one-half (1 1/2) days of sick leave with pay for each month eighteen (18) days per year) of employment and will be allowed to accumulate credit for earned sick leave up to one hundred fifty (150) days or one thousand two hundred (1200) hours, subject to the following provisions:

(1) Sick leave will be granted for actual sickness, temporary disability, serious illness in the immediate family and quarantine.

(1a) (Immediate family shall mean spouse, dependent children, parents or in-laws of the employee).

(2) Payment of sick leave may be withheld until proof or doctor's certificate or other proof by one of the foregoing conditions is presented to, and accepted by, the City Administrator or other person authorized to act on behalf of the City Council.

(3) Sick leave is charged off on a working day basis: for example, if an employee is absent because of illness for one week, only five days will be charged against his accumulative sick leave.

(4) Whatever sick leave balances have been accumulated by the present employees covered by this Agreement, before the enactment of this resolution will be grandfathered forward and will not be lost.

(5) In the event of job-related injuries entitling the employee to Worker's Compensation coverage, the City shall pay the difference between Worker's Compensation payment and the employee's regular rate of pay. Payment of said difference shall be made only with employee's approval and shall be taken from the employee's accrued sick leave.

(6) Upon retirement or separation, The City of Biwabik shall pay fifty percent (50%) of an employee's unused sick leave, up to a maximum of six hundred (600) hours into the Minnesota State Retirement System, Post Retirement Health Care Savings Plan in compliance with Minnesota Statute § 352.98.

Section B Sick Leave Incentive Program:

(1) An employee shall earn one-third (1/3) day paid vacation or one-third (1/3) day pay in lieu of said vacation, at the employees option (option selected in December of each year for the next calendar year) only if the beginning balance is one hundred thirty (130) days except for any month an employee takes sick leave and then said employee cannot earn the one-third (1/3) day stipulated for the month. The cash in lieu option will be paid if applicable in December of each year. December 1st will be the date used in calculating vacation or pay option of this program.

(2) Whatever sick leave balances have been accumulated by the present employees will be grandfathered forward.

**ARTICLE 11
HOLIDAYS**

Section A. All full-time employees shall be granted leave of absence with regular pay on all legal holidays. These are:

New Year's Day	Independence Day	Thanksgiving Day
Martin Lutheran King Day	Labor Day	Day after Thanksgiving Day
Presidents Day	Columbus Day	Christmas Eve All Day
Memorial Day	Veterans Day	Christmas Day

For all full-time employees, the following personal holidays will apply:

After completing one (1) year of service, one (1) personal day off with pay (8 hours)
After completing two (2) years of service, two (2) personal days off with pay (16) hours.
After completing five (5) years of service, three (3) personal days off with pay (24) hours.

Section B. When any of the agreed holidays fall on a Sunday, the following Monday will be considered a holiday for all full-time employees.

Section C. When any of the agreed upon holidays fall on a Saturday, the preceding Friday will be considered a holiday for all full-time employees.

Section D. Pay for each of the specified holidays shall consist of eight (8) hours pay at the employees regular straight-time hourly rate, provided the employee has completed his probationary period on or before the date the holiday is celebrated, and is actively working for the city during the week in which the holiday is celebrated, and provided further, the employee has not absented himself without permission the last regular working day preceding the day on which the holiday is celebrated and has not absented himself without permission the first regular working day following the day on which the holiday is celebrated.

(1) Absence with permission shall include and be limited to absence previously authorized by the city, earned vacation, death in the immediate family, or personal illness or injury which can be verified by competent authority.

**ARTICLE 12
HEALTH & INSURANCE**

Section A. ~~Effective November 1, 2019, the employer shall contribute One Thousand five hundred and fifty seven (\$1,557.00) per month for each full-time employee into the International Union of Operating Engineers, Local 49 Health and Welfare Plan.~~

~~Effective November 1, 2020 the employer shall contribute One Thousand six hundred and seven (\$1,607.00) per month for each full-time employee into the International Union of Operating Engineers, Local 49 Health and Welfare Plan.~~

~~Effective November 1, 2021 the employer shall contribute One thousand six hundred and fifty seven (\$1,657.00) per month for each full-time employee into the International Union of Operating Engineers, Local 49 Health and Welfare Plan.~~

The Employer agrees to increase to Health Insurance caps as follows:

Effective Date:	Monthly cap
11/1/2022	\$1732.00
11/1/2023	\$1782.00
11/1/2024	\$1832.00

The Union and the City of Biwabik do hereby agree to the opening of this article for negotiation of the Health Insurance Benefit upon notification in writing that the Union Administered Health Plan is no longer in compliance with State and or Federal regulations.

The difference between the actual premium and the employer contribution will be deposited into a Health Reimbursement Account and administrated by the International Union of Operating Engineers, Local 49 Health and Welfare Fund on behalf of each individual employee.

Section B. All employees covered by this Agreement will be covered for life insurance by the City of Biwabik in the face amount of a minimum of Fifty Thousand Dollars (\$50,000)

Section C. Dental allowance in the amount of Three Hundred Dollars (\$300) shall continue to be provided by the City of Biwabik per year to all eligible employees. This Three Hundred Dollars (\$300.00) will be deposited into each full-time employee's Health Reimbursement Account annually. Current Heath Reimbursements will be made during the first pay period of each year.

**ARTICLE 13
GRIEVANCE PROCEDURE**

Section 1. The Employer and the Union shall attempt to adjust all grievances which may arise by virtue of these regulations or otherwise in the following manner:

Step 1. In order to be considered, any employee grievance must be presented to the department head or his designee within ten (10) working days of its alleged occurrence. Failure to present said grievance within ten (10) working days shall constitute a full and complete waiver of same.

Step 2. An effort shall be made within ten (10) working days of the date of presentation of any grievance to adjust same between the employee and his/her department head or his/her designee. If no agreement is reached the grievance shall be immediately reduced to writing and submitted to the department head or his designee.

Step 3. Absent a resolution of the grievance and reduction of said grievance in writing, the employee or his representative shall within ten (10) working days of the meeting referred to in Step 2, meet with the Employer's designated representative(s) in an effort to resolve the grievance.

Step 4. If no settlement is reached in Step 3, the grievance shall be submitted to arbitration within thirty (30) calendar days of its alleged occurrence or be forever waived. Upon timely submission the decision of the arbitrator shall be final and binding on the parties.

If either party of this Agreement requests a waiver of extension in writing of time limits as it applies to any step or steps of the grievance procedure, said extension or waiver shall be granted for a time mutually agreed by both parties.

If the parties are unable to agree upon the appointment of the arbitrators within five (5) days after submission of the grievance to arbitration, either party may then request the Bureau of Mediation Services to furnish a list of seven (7) prospective arbitrators. From this list of each party shall, in turn, strike one (1) name until one (1) name remains, and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first.

A hearing on the grievance shall be heard promptly by the arbitrator, and a decision shall be rendered by him within thirty (30) days of the date of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties.

Section B. Duly authorized representatives shall have the right to accompany the employee and/or the Union grievance committee at all times in the discussion or adjustment of grievances. And the Employer shall have the right to have its representatives present at all times in the discussion and adjustment of grievances.

Section C. All disciplinary actions shall be subject to the grievance procedure, if the employee involved so chooses. Just cause shall be applied to any discipline or discharge.

ARTICLE 14 GENERAL PROVISIONS

Section A. The Employer agrees to permit the negotiations or grievance employee to appear at all negotiating and/or grievance meetings with the Employer in negotiations or disputes without loss of pay. The negotiation or grievance committee shall consist of one (1) member.

Section B. Representatives of Local 49 of International Union of Operating Engineers, ~~AFL-CIO~~, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned.

Section C. The Employer shall erect and maintain a bulletin board of reasonable size where employees report for work, space upon such bulletin board shall be reserved for the use of the Union.

Section D. All matters not covered by this Agreement shall be settled by negotiations between the Employer and the Union.

Section E. The Employer will grant three (3) days funeral leave off with pay, per year, in the event there is a death in the immediate family. The employee shall be granted three (3) days' absence without loss of pay, and it is established that the employee attends such funeral. The immediate family shall be defined as spouse, dependent children, parents, stepparents, aunts, uncles, or in-laws of either the employee or his spouse. In the event that the employee takes funeral leave he must turn in some type of funeral notice. Any additional time to a maximum of three days per funeral needed for funerals throughout the year will be charged against the employee's sick leave.

Section F. The management of the City of Biwabik, and the direction of the working forces, including the right to direct, plan and control the city operations, to hire, recall, transfer, promote, demote, suspend, discipline and discharge employees for good and sufficient reason, to lay off employees because of lack of work or for other legitimate reasons, to change the existing operating methods and/or facilities and to manage the City of Biwabik in the traditional manner are vested exclusively in the City Council. Refer to MN Statutes 2008, Sec. 471.59 Subd. 10. The Employer agrees in the exercising of these rights it will not alter this Agreement.

Section G. Employees who are members of Veterans/Color Guards may be allowed to attend military funerals without loss of pay under the following circumstances:

- (1) Time off shall be granted for the time of the funeral.

- (2) Time off must be taken consistent with the needs of the City, and prior approval is necessary.

ARTICLE 15 COMPLIANCE WITH FEDERAL AND LOCAL LAW

Section A. Any Article, clause or statement herein contained that in anyway violates the laws of the United States or the State of Minnesota, or the Biwabik City Charter, and it's ordinances shall be disregarded and the laws of the United States or State of Minnesota and the opinions of the Supreme Court thereof, Attorney Generals, policies and rules and regulations of the Departments of the State of Minnesota or United States that are applicable thereto shall apply and become binding on both parties.

ARTICLE 16 DISCIPLINARY RULES AND REGULATIONS

Section A. Any employee failing to report to work, without first notifying the Working Foreman if the Public Works Director is not available, except in emergencies, will be subject to the following disciplinary action.

- (1) Incompetence or inefficiency in the performance of his duties.
- (2) Conviction of a criminal offense or misdemeanor involving moral turpitude.
- (3) Violation of any lawful or official regulation or order, or failure to obey any lawful direction made and given by his superior officers where such violation or failure to obey, amount to an act of insubordination or a breach of proper discipline, or has resulted or reasonably might be expected to result in loss or injury to the municipality or to the public.
- (4) Intoxication on duty, from alcohol or drugs.
- (5) Physical or mental defect which in the judgment of the appointing authority incapacitates the employee for the proper performance of the duties of his position. An examination by a licensed medical doctor may be required.
- (6) Wanton use of offensive conduct or language toward the public or Municipal Officers or employees.
- (7) Carelessness and negligence in the handling or control of municipal property.
- (8) Inducing or attempting to induce an officer or employee of the municipality to commit an unlawful act or to act in violation of any lawful and reasonable official regulation or order.

(9) Taking any fee, gift or other valuable thing in the course of his work, or in connection with it, from any citizen for his personal use when such gifts, fee or other thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other citizens.

(10) Conduct in private life, which brings discredit upon the municipal service.

(11) Proven dishonesty in the performance of the employee duties.

(12) Violation of the provision of this Agreement.

(13) All employees shall accept a work assignment when given by Supervisor or Foreman. If in his opinion it is an unjust assignment, he shall refer this matter to the Steward and Business Representative for investigation.

(14) In the event of discharge, the employee or his representative shall be entitled to a hearing before the City Council; however, the employee or his representative must make known his grievance to the City Council and Administrator within twenty (20) days from the time that he has been discharged. If it is determined that the employee has been unjustly discharged, he shall be reinstated at once and all wages and other benefits lost during his time off shall be credited him.

(15) Any employee failing to report to work, without first notifying the Working Foreman of reason, except in emergencies, will be subject to the following disciplinary action.

(15a) First offense: Three (3) day suspension, without pay, with notification given to the employee, Union Steward and Business Representative.

(15b) Second offense: One (1) week suspension, without pay, with notification given to the employee, Union Steward and Business Representative.

(15c) Third offense: Termination of employment, with notification to employee, Union Steward and Business Representative.

(16) Insubordination is the failure to comply with a legal, lawful order given by the Public Works Superintendent or his designee.

(16 a) First Offense: Three (3) day suspension, without pay, with notification given to the employee, Union Steward and Business Representative.

(16b) Second Offense: One (1) week suspension, without pay, with notification given to the employee, Union Steward and Business Representative.

(16c) Third Offense: Termination of employment, with notification to employee, Union Steward and Business Representative.

(17) The City in arbitration proceedings will not make use of any personnel records of previous disciplinary action against the employee involved where the disciplinary action occurred five (5) or more years prior to the date of the event which is the subject of such arbitration.

ARTICLE 17 SAFETY AND SAFETY EQUIPMENT

Section A. The City of Biwabik will provide all employees with hard hats, liners, safety vests, non-prescription safety glasses and other required items as prescribed for wearing in designated areas.

Section B. City of Biwabik Employees will receive a Four Hundred Dollar (\$400.00) safety/clothing allowance to be issued with the first payroll following January 1st of each year.

Section C. One (1) pair of prescription safety glasses with standard frames will be provided by the City annually for those employees requiring them.

Section D. The using of safety equipment shall be a condition of employment.

ARTICLE 18 CLASSIFICATION AND WAGE RATES

<u>Classification</u>	<u>11-01-1922</u>	<u>11-01-2023</u>	<u>11-01-2124</u>
Working Foreman	26.31 \$29.31	27.06 \$30.56	27.81 \$31.56
H. Equip. Op	24.74 \$27.74	25.49 \$28.99	26.24 \$29.99
Mechanic Heavy Equip Op	25.31 \$28.31	26.06 \$29.56	26.81 \$30.56
Light Equip. Op.	20.24 \$23.24	20.99 \$24.49	21.74 \$25.59

Longevity: 1% after 10 years of service
2% after 15 years of service
4% after 20 years of service

New hires will be hired as a Light Equipment Operator. After one (1) year probationary period, they will go to eighty percent (80%) of the Heavy Equipment rate. Over the next three (3) years, increases of five percent (5%) will be incremented on employee's anniversary date yearly until they reach the Heavy Equipment Op. wage.

Section B. When an employee works in two classifications on the same day which have different wage rates, the employee shall be paid at the higher rate for the actual hours worked in the higher classification.

When operators are assigned or required to do Mechanic work, they will be paid the highest rate for all hours worked in that classification.

Section C. If the proposed "Comparable Worth Study-Amended" indicates a wage adjustment upward is required, then this Agreement may be reopened to negotiate that wage increase only.

Section D. When the Working Foreman is on vacation, sick leave, etc. the person in charge will receive fifty (\$0.50) cents per hour increase on their regular rate.

ARTICLE 19 MISCELLANEOUS PROVISIONS

Section A. Items contained in this Section are not clearly assignable elsewhere but are necessary as part of the Agreement.

Section B. Employees in the following job classifications must have a State of Minnesota Class "B" Driver's License and any additional license(s) which may be required as a condition of employment. The positions are:

Working Foreman
Mech./Heavy Equip. Op.
Heavy Equipment Operator
Light Equipment Operator

Employer will reimburse the employees in obtaining any new required license(s).

Section C. Employees must have current "CPR" training and maintain training on an annual basis therein. Employer to reimburse the employees in obtaining the initial and ongoing annual training as required. Further, the Employer will provide city time or compensate for additional time in accordance with the provisions of this contract. Employees must have current "CPR" training as a condition of employment.

Section D. A Supervisor's primary function is the direction of employees. However, this shall not prohibit a Supervisor from performing experimental work, work performed in connection with instruction and training, work required because of an emergency, or when regular employees are not available.

ARTICLE 20 I.U.O.E. CENTRAL PENSION FUND

Section A. Effective January 1, 2004 the City of Biwabik agrees to participate in the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

The employees of the City of Biwabik will have the opportunity as a group to deduct from their hourly wage increase annually to be determined by a majority vote of the employees. All contributions shall be paid on all hours paid.

Section B. The Central Pension Fund has a five (5) year vesting period. After One Thousand (1000) hours contributed on the employee's behalf, employees will receive total length of service in the Central Pension Fund from their date of hire for the purposes of determining vesting status.

Section C. Employer will deduct from each employee straight time hourly wage as follows.

Effective: 1/01/04 Twenty-Five Cents (\$.25) per hour

Employer will contribute for each employee's straight time hours worked.

Effective: 11/01/17 Two Dollars and Fifteen Cents (\$2.15) per hour to the Central Pension Fund.

Section D. Clarification of Central Pension Fund

- 1) The CPF is a supplemental Pension Fund authorized by Minnesota Statutes, §356.24, subdivision 1(10).
- 2) The parties agree that the agreed upon amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax employer contributions. Contributions from the City will not be funded from any source other than this wage reduction.
- 3) The Employer shall pay this contribution directly to the I.U.O.E. Central Pension Fund at 4115 Chesapeake Street NW, Washington, D.C. 20016.
- 4) For purposes of determining future wage rates, the Employer shall first restore the amount of the wage reduction, which is currently the CPF contribution rate of \$.25 per hour, then apply the applicable wage multiplier, then reduce the revised wage by the CPF contribution rate.
- 5) For purposes of calculating overtime compensation the Employer shall first restore the amount of the wage reduction (\$.25/hr.) then apply the applicable 1.5 wage multiplier required under the Fair Labor Standards Act and the collective bargaining agreement, then pay the resulting amount for overtime worked.
- 6) A contribution of \$2.40 per straight time hour worked prevents annual CPF contributions for individual employees from exceeding \$5,000.00 in a year and therefore complies with limitations set forth under Minnesota Statute § 356.24, subd. 1(10) as amended.
- 7) The parties agree that the Public Employees Retirement Association interprets employer contributions to the CPF as being included in determining "salary" for the purposes of the public pension.
- 8) The CPF Plan of Benefits and the Agreement and Declaration of Trust will serve as the governing documents.
- 9) Effective November 1, ~~2019~~ 2022, the contribution rate equals \$2.40 for all hours worked.

- 10) Members, by majority vote, may change the contribution rate at any time during the life of this agreement. The Union and the Employer will work together to implement member approved changes as soon as is practicable.

**ARTICLE 21
EFFECTIVE DATE**

This Agreement shall be considered to be in effect as of 11/01/~~2019~~ 2022 and continue in force until, 10/31/~~2022~~ 2025.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 49, AFL-CIO CITY OF BIWABIK

Jason George, Business Manager

Jim Weikum, Mayor

Daniel Manick, Area Business Rep

Jeff Jacobson, City Administrator

	Councilor Wallert's Notes	Councilor Biondich's Notes	Councilor Lawien's Notes
Review and Action on Current Host Contract	Review current host contract and act on any changes that need to be made.	Approve Host Contract	Review and discuss 2022 host contract
Review and Action on Campground Host Contract and Selection for 2023	<p>By the first week of November, place advertisements seeking applications and letters of interest with resume' or experience listed for the host position for the 2023 camping season. Advertisements will include a link to access the host contract on the city website. Applications to be due by November 28th, 2022. By November 30, applications to be reviewed by campground liaisons or, if unavailable, at least two councilors and City Administrator. Interviews for top rank applicants to be conducted the week of December 5th in person or via Zoom by campground liaisons and City Administrator. Interviewed applicants will be ranked and top choice will be promptly presented to City Council to propose offering the host contract. If top ranked choice does not accept, offer to second choice and so on. Host employed (suggestion April 15, 2023 to October 15, 2023) expected to live on-site with (suggested) pay \$20,000.</p> <p>Discuss and identify the most appropriate supervisor for the campground host.</p>	Approve Host Selection Method	<p>Review and discuss 2023 host contract</p> <p>Take action on 2023 host contract</p>
Review and Action on On-Line Reservation System	<p>The CampLife reservation system is a priority to be ready to take reservations on January 5, 2023. All correspondence with CampLife should cc. Councilor Biondich and Wallert.</p> <p>Reservations will be open January 5, 2023 through the CampLife website.</p>	<p>Approve go live date for camplife/opening of reservations/</p> <p>Approve Campground Site numbering and placement of new signage</p>	<p>Review and discuss camplife website</p> <p>Take action on camplife website</p>

	<p>The map that illustrates the renumbering of sites at Biwabik's Vermilion Trail Campground will be provided to CampLife immediately.</p> <p>Future need to describe each campsite's amenities and take photos for improved CampLife listings.</p>		
Review and Action on Campground Amenities and Infrastructure	<p>Directional signs will be placed at the campground along with new site numbers. Discuss and act on opening vault toilets.</p>	<p>Listed as General Discussion/No Action Boat Parking Porta-Johns and long term plan for revamping bathrooms Dock plan</p>	Review and discuss needs of the campground and future project opportunities
Review and Action on Campground Rates and Payment Policies	<p>Any camper cancelling a reservation outside of 72 hours will pay a fee of \$20.00, inside 72 hours will not receive a refund. Recreational daily rate \$39.00 + tax, tent site \$29.00 + tax, group site (3 campers) \$95.00 + tax, group tent site \$49.00 + tax. Seasonal campers will have the option of a 4 month rate at \$2,560.00 for the dates May 15, 2023 to September 15, 2023 with a \$20.00 per night rate before or after these dates or a \$3000.00 rate beginning May 1 and including winter storage. Lakeside 4 month rate \$2700.00 or \$3200.00 with storage.</p>	<p>Approve 2023 Rate Structure Rate Structure to include: Updated cancelation fees, new seasonal rate structure, new recreational rates, schedule of opening/closing, due date for seasonal campers (while not available yet possibly add Boat parking/kayak rack)</p>	<p>Review and discuss seasonal prices</p> <p>Take action on seasonal prices</p>
Review and Action on Seasonal Camper Practices	<p>There will be 35 seasonal campsites available for the 2023 camping season.</p> <p>Letters will be sent out in November to 2022 seasonal campers stating they have until January 5th to reserve their seasonal site for 2023. Camp site rental rates will be outlined in this letter and payments must be received by April 1, 2023. If no response is received by January 5th, the site will</p>	<p>Approve set number of available Seasonal Sites (35)</p>	<p>Review and discuss seasonal contract</p> <p>Take action on seasonal contract</p>

	be open to other seasonal campers. If full payment is not received by April 1, 2023 site will be open to other seasonal campers.		
Review and Action on Campground Rules	The seasonal and recreational rules will be updated and voted on at the November meeting.		<p>Review and discuss seasonal campground rules</p> <p>Take action on seasonal campground rules</p> <p>Review and discuss campground rules</p> <p>Take action on campground rules</p>
Review and Action on End of Season Duties and Tasks	<p>Future discussion needed on close of season (based on Public Works discretion) and what happens if a winter storage camper doesn't renew their site by the deadline (when do they need to clear the site).</p> <p>Host will repair the bathroom fixtures and clean the bathrooms, including exhaust fans.</p> <p>Showerhead in bathroom must be repaired +currently taped to the grab bar).</p> <p>Host will clean fire rings of ashes and debris.</p> <p>Host will clean campground office and return to a functioning office space.</p> <p>Host will remove all personal property from the campground.</p>		
	Discuss and act on a less costly phone 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 all 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.

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Contractor agrees to provide adequate security at the Campground, enforce campground regulations, and notify law enforcement when necessary.
- J. 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

SEASONAL CAMPGROUND SITE ACCESS AGREEMENT

This Agreement is made and entered into between the City of Biwabik, Minnesota, hereinafter referred to as "City" and _____ an individual, hereinafter referred to as "Camper".

Whereas, City is the owner of Vermilion Trail Campgrounds and Camper is desirous of occupying a campsite on a seasonal basis for the summer of 2022.

- 1) Therefore, upon payment of the appropriate payment as set forth below, Camper is granted the right of admission to said campground and the right to place a recreational vehicle on Campsite Number _____, and to occupy said campsite until the end of the period stated in this Agreement, subject to all conditions and rules as herein set out. Camper is specifically assigned campsite _____ for the 2022 season.
- 2) The camper may use and occupy the site starting on May 15, 2022 and ending on September 15, 2022 unless terminated earlier by violation of this Agreement or any of its Attachments.
- 3) This Agreement is a contract which is binding on the parties, but this Agreement is not a lease of real estate. The Camper is not a tenant. This Agreement is a license to use the property of the City on the conditions stated in this Agreement.
- 4) Camper will pay to the City a four (4) month seasonal rental fee of \$_____ payable as follows: _____
Any fees that are not paid when due are subject to a late charge of 5% of the late payment.
- 5) City will provide Camper with all of the amenities and services provided to the campground generally and to site number _____ specifically as set forth on the attached campground map, which is Attachment #1 to this Agreement. Camper shall keep and maintain said campsite in a good condition at all times.
- 6) Camper is responsible for insuring any personal property kept on the site, including the recreational vehicle on site. City shall not be responsible for any damage to or loss of such personal property.
- 7) Camper shall not sublet or assign the assigned campsite to any other party and no recreational vehicle other than the original vehicle shall be placed on the assigned site during the term of this Agreement.
- 8) Camper shall comply with all the rules and regulations of the City as set forth on Attachment #2. Any violation of the terms of this Agreement and/or its Attachments shall be grounds for termination of this lease at City's option and all rent paid shall

be forfeited. Camper shall have seven (7) days from the notice of termination to remove all property from the site.

- 9) Camper is responsible for the actions and safety of any visitors/guests. City shall not be responsible for the actions or safety of Campers visitors/guests. Camper is responsible to make sure visitors/guests learn and understand the rules set out on Attachment 2 and abide by those rules.

Understanding all of the above, the parties have executed this Agreement on the following dates.

Date: _____
Camper

Date: _____
City of Biwabik

By: _____
Its Mayor

By: _____
Its Administrator

CAMPGROUND EMERGENCY CONTACT INFORMATION

CAMPER'S NAME: _____

HOME ADDRESS: _____

DAYTIME PHONE: _____

EVENING PHONE: _____

EMAIL: _____

EMERGENCY CONTACT IF YOU CANNOT BE REACHED:

NAME: _____

PHONE: _____

ATTACHMENT 2

VERMILION TRAIL CAMPGROUND SEASONAL CAMPER RULES

All rules will be enforced; any issues or emergencies that happen; a written report will be filled out and placed in your file for management/ owners to review. If there are numerous issues concerning any particular site/sites, it will warrant a visit from the host and may result in eviction without refund.

Fees

All fees are to be paid on time or a late penalty will be applied.

Seasonal Camper Limit

In order to maintain a balance in seasonal and transient campers, a limit is imposed on the number of seasonal campers that are accepted each year.

Guests

Seasonal campers are permitted guests at no extra charge. All guests and vehicles must be registered at the office or with advanced notice in the event the office is closed. All guests must be accompanied by the seasonal camper while staying on the seasonal site.

Pets – The City of Biwabik requires all dogs be up to date on shots and be registered. Seasonal campers should have a copy of shots on record at the campground. All pets must be kept on a leash at all times. Owners are responsible to clean up after their pets. Pets are NOT to be left unattended at your site. Please control barking. NO pets are allowed at the beach area, any buildings or in the playground areas. Any pets that show aggression will be asked to be removed and not be permitted back to the campground.

Site Maintenance

Seasonal campers may use/build a non-penetrating deck for use at the campsite. Digging is strictly not allowed in the campground.

Seasonal campers are responsible for the maintenance of their own sites. If you require assistance, please go to the Office to request/fill out a Work Order form. Keep in mind that our Host has daily duties for our campground, please consider his time. They will attend to your request in a timely fashion.

If you have any leaves or pine needles from spring clean-up, please leave them roadside at your site. They must be in large paper leaf bags so they can be burned, no plastic, please.

Subleasing Site

Any camper permitting another person, who is not on their site lease contract, to use their seasonal pass will forfeit their camping privileges immediately and must remove themselves, their trailer, and belongings from the site immediately and no money will be refunded.

Landscaping, Planting Trees, Flowers, Vegetable Plants

Any form of landscaping including, but not limited to: landscape timbers, mulch, gravel, fill dirt etc. must receive prior approval from park management before being installed.

Trees - Campers wishing to plant tree(s) on their campsite are permitted and encouraged to do so, however, prior approval from the Host is required in regard to species and planting location. Any trees planted on a campsite become the property of the campground, and the city will assume the responsibility for their care upon vacating the campsite.

Flowers - Campers wishing to plant flowers on their campsite are permitted to do so. All dead plant material must be removed at the end of the growing season or upon vacating the campsite. Transplanting wildflowers from the property is prohibited.

Vegetables - Campers wishing to plant vegetable plants may do so only if the total area planted covers no more than one (1) square yard (3' x 3'). All dead plant material must be removed at the end of the growing season or upon vacating the campsite.

Addition Or Removal Of Fill Material

Campers will not be permitted to add or remove fill material from their campsite without the expressed written consent of the host. If fill is added it will become the property of campground. Any approved fill which may become disturbed by Campground staff in order to make improvements or repairs will be the responsibility of the camper to replace. Every effort will be made to minimize any damage done to the campsite.

Grey/Black Waste Water

All grey or black must be safely contained within the camping unit tank or transfer tank. A camper may not dump waste water on the ground. Transfer service is available from the campground host.

Hazardous or Toxic Materials

Camper shall not cause or permit any flammable or explosive material, oil, radioactive material or hazardous or toxic waste substance to be brought upon, used, stored or dumped on the site or within the Park. Camper shall be responsible for any required repair, clean-up or detoxification of the site caused by Camper.

Electricity & Water Usage

Your site rental fee includes utility fees for the appliances in your camper. However, if you wish to have additional freezers, refrigeration or the use of your A/C while your away there will an extra fee for that based on usage.

Please help keep costs low by turning off outdoor lights, AC, heaters while away from the area for extended periods of time.

Camper acknowledges he/she has read and understands these rules and agrees to comply with the rules.

Camper

Site Number: _____

Welcome to Biwabik's Vermilion Trail Campground

Campground Rules and Guidelines

To ensure a great experience by all visitors the following rules and guidelines must be adhered to:

1. The campsite Check In time is 2:00 PM or later, and the Check Out time is no later than 12:00 PM.
2. No person shall camp without first having registered and paid for their site.
3. The speed limit in the campground is 10 mph. Please drive carefully and watch out for children.
4. The quiet hours are from 10:00 PM to 8:00 AM. Please respect your fellow campers by observing the quiet times.
5. Keep your campsite clean and your trash properly secured.
6. Campfires must remain within the campfire ring.
7. For the safety and enjoyment of all guests, we ask that you keep all campfires within the fire rings provided in each campsite. Please do not burn any trash, plastic, cans, or fish remains in your campsite. A site cleanup fine of \$35 will be charged if garbage is found in your firepit. – This fine is imposed by the Gilbert Police Department.
8. No firearms or fireworks shall be discharged at the campground.
9. We take the protection of our environment very seriously. Please do not cut, strip, or permanently damage any trees or brush in the campground. We also require that ALL wood burned in the campground be purchased at the Campground office or within the City of Biwabik to avoid all agricultural invasive species.
10. Please be considerate of all guest and refrain from loud yelling and profanity.
11. Be respectful and kind to all guests.
12. No black or gray water disposal is allowed at any site. Please make sure that all black and gray water is released appropriately into the campground dump station.
13. To conserve water and keep costs lower power washing is not allowed.
14. No smoking inside the office, shower buildings or any outbuildings
15. Swimming at the boat landing or fishing docks is not allowed.
16. Temporary clotheslines should be tied to tree trunks and large limbs only. Be aware of safety and ensure your clothesline is not a tripping or strangling hazard.
17. To conserve energy and keep costs lower all air conditioners, lights, and patio lights are to be turned off while away from your site.
18. All external lighting should be turned off while sleeping and during daylight hours.
19. All fish shall be cleaned within the fish cleaning areas. Dumping of fish guts and skins is not allowed.
20. Camper shall not cause or permit any flammable or explosive material, oil, radioactive material or hazardous or toxic waste substance to be brought upon, used, stored or dumped on the site or within the campground area. Camper shall be responsible for any required repair, clean-up or detoxification of the site caused by Camper.
21. No one under the age of 18 years old shall be allowed to camp without a guardian present.
22. Alcohol use by underage campers in the campground and beach areas is not tolerated and will be reported to local law enforcement. All violators will be asked to leave the park.

Rules Violation:

Violation of campground rules and policies could result in eviction from the campground. A refund will not be given.

The campground rules are subject to change without notice based on City Administration or Council decision.

ATV & Golf Carts:

All ATVs and golf carts must be licensed and operated within state and local guidelines.

Pets:

1. All pets must be on a leash at all times.
2. All pets must be collared and have the owners up-to-date contact information on it.
3. All pets must be immediately cleaned up after. Failure to remove pet waste will result in a \$35 site clean-up fine. – This fine is imposed by the Gilbert Police Department.
4. Pets cannot be left unattended outside at your site.
5. Pets are not allowed at the beach area.
6. Pets creating a disturbance or being a nuisance will not be tolerated and will result in eviction from the campground.
7. No pets will be allowed inside any of the campground and beach buildings at any time with the exception of service animals.

Emergency Services:

The campground is patrolled on a regular basis by both the Gilbert Police Department and the St. Louis Co. Sheriff. Please call 911 with your emergency.

Extra Camping Units:

One (1) tent may be used in addition to a wheeled camper/RV. A maximum of six (6) adults or two (2) adults and minor children permitted per campsite, additional people are allowed at the group camping rate.

Recreation:

1. The beach, boat launching area, and park are common areas and are available for public use.
2. The campground pavilion is for available for reservation with the City Hall.

Recycling:

Please recycle and drop off aluminum cans across from the office.

Reservation Cancellation:

Reservations canceled within 72 hours of arrival will not receive a refund. Reservations cancelled prior to the 72 hours of arrival will receive a \$5.00 reduction in their refund. No refunds due to late cancellation or weather.

Sanitation:

Dumpsters are provided for disposal of household trash while camping. Prior to departing...make sure, your campsite is free of litter. Use dump station located at the office for dumping black water, gray water or waste.

Showers:

Open 24 hours a day. Please keep showers clean for the next person. If there is an issue in the shower house please see the host prior to your shower to get it resolved.

Please enjoy your stay with us and come back again soon.