

**MANAGEMENT AND OPERATIONS  
OF  
WILDCAT PARK AGREEMENT**

This CONTRACT, amendments, and supplements hereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter "COUNTY"), and Edward "Jake" Lonkoski, an individual, (hereinafter, "CONTRACTOR").

**WHEREAS**, COUNTY, pursuant to Minn. Stat. §375.18 et al, is empowered to procure from time to time certain professional/technical services; and

**WHEREAS**, COUNTY is in need of 24-hours/7-days a week management and operations of Wildcat Park, (hereinafter, "PARK") commencing on May 1st, 2022 and ending on midnight September 30, 2022; and

**WHEREAS**, the CONTRACTOR represents he is duly qualified and willing to perform the services set forth in this CONTRACT.

**NOW THEREFORE**, it is agreed:

**I. TERM**

This CONTRACT shall be effective on May 1, 2022 and shall remain in effect through September 30, 2022. The park/camping season may be extended by mutual written agreement.

**II. CONTRACTOR'S DUTIES**

CONTRACTOR shall perform all duties related to the management and operation of PARK, except as specified in III. below. CONTRACTOR agrees to perform the services of PARK manager in a professional manner, and to the satisfaction of COUNTY. In preparation for the 2022 park/camping season, Contractor may access Wildcat Park prior to May 1, 2022 and begin taking reservations.

A. CONTRACTOR is not required to be on-site at the PARK, 24 hours per day, seven days per week, but is be required to have a mechanism in place addressing how camper concerns will be handled and fees collected, when they are not present.

B. At all times while on PARK premises, CONTRACTOR and CONTRACTOR's employees or agents, shall conduct themselves in such a

manner that will not cause public scrutiny and/or embarrassment to COUNTY.

- C. CONTRACTOR, including employees and agents of CONTRACTOR, shall not in any way forbid or restrict members of the public from the full use and quiet enjoyment of the Park and its facilities unless park rules/regulations prohibit such use. CONTRACTOR shall perform all obligations set forth herein in compliance with State of Minnesota and federal law. CONTRACTOR shall not discriminate against any camper, employee or applicant for employment or person seeking access to the Park on the basis of their age, race, sex, creed, color, disability, national origin, marital status or sexual preference.
- D. Notwithstanding II. A. above, CONTRACTOR shall be diligently responsible for the "24-hour operation" of Wildcat Park. Responsibilities for the "24-hour operation" of Wildcat Park includes, but is not limited to:
1. The collection of fees for non-seasonal camping, camping with utilities, shelter use, shower use, parking and boat launch;
  2. Enforcing all park rules and regulations and providing supervision over park activities;
  3. Providing all tools, equipment, products, cleaning supplies and maintenance expenses except as otherwise provided in III. herein including mowing and weed trimming equipment and equipment gasoline. CONTRACTOR is responsible for all costs related to the purchase, maintenance, and repair of equipment. All equipment used by CONTRACTOR shall be maintained and operated in a safe manner including use of equipment safety shields during;
  4. Monitoring PARK and enforcing all park ordinances, rules and regulations including responding to visitor and camper concerns and complaints, and maintaining the safe and orderly use of the PARK for the quiet enjoyment of all campers. CONTRACTOR shall not conduct or allow any activities on PARK property which, are prohibited by law. As such CONTRACTOR shall promptly report suspected illegal activity to the Houston County Sheriff's Office;
  5. Maintaining the cleanliness of PARK facilities grounds, and beach area in a presentable and safe manner. This includes the daily checking, cleaning, and restocking of supplies for bathrooms and shower facilities and the cleaning and maintenance of shelters, CONTRACTOR shall mow, trim weeds, pick up of trash, litter, branches, debris, and cleanout fire pit/campfire rings, as needed;

6. CONTRACTOR shall monitor the use of dumpsters to ensure they are being used by campers only, and that only camping refuse is being dumped and timely communicate with COUNTY for refuse pick-up; and
  7. CONTRACTOR shall regularly monitor the use of the sewage dumping stations to ensure that these facilities are used by PARK campers only and timely communicate with COUNTY for station servicing. CONTRACTOR shall also be responsible for expenses incurred for CONTRACTOR's personal camper on the manager's site.
- E. CONTRACTOR shall be responsible for the timely payment of the monthly telephone bill for PARK.
- F. CONTRACTOR is responsible for all expenses related to the operations of concessions, vending, and wood sales.
- G. CONTRACTOR shall maintain compliance with Minn. Stat. §327.10 through §327.131 including obtaining and maintaining all required guest information.
- H. The collections of fees and timely payment of sales tax-
1. CONTRACTOR shall use sequentially numbered duplicate receipts, provided by COUNTY, for all fees collected from non-seasonal camping, camping with utilities, shelter use, parking, and boat launch.
  2. CONTRACTOR shall submit a monthly accounting report of the sequentially numbered duplicate receipts issued for all fees collected to COUNTY by the tenth of the following month.
  3. Subsequent to the collection of \$42,000.00, set forth in IV. below, CONTRACTOR shall submit, by the tenth of the month following fee collection, a check for 50% of the fees collected for non-seasonal camping, camping with utilities, shelter use, and parking to COUNTY.
  4. CONTRACTOR shall collect fees from boat launch use and provide 100% of these fees to COUNTY by the tenth of the following month in conjunction with the other collected fees, as set forth in APPENDIX A.
  5. CONTRACTOR shall possess a Minnesota Sales Tax number and remit all required sales tax for all collected fees to the State of Minnesota Department of Revenue, including the sales tax collected by COUNTY for seasonal sites.
- I. CONTRACTOR shall not make any additions or alterations to PARK facilities without written approval from COUNTY.

### III. COUNTY DUTIES

- A. Upon notification by CONTRACTOR, COUNTY will timely dispose of all refuse generated by the PARK.
- B. COUNTY is responsible for the payment of the pumping of the PARK's sewage holding tanks.
- C. COUNTY shall maintain all required licensing for the operation of PARK as a recreational camping area.
- D. COUNTY furnish all toilet paper and hand sanitizer for the public restrooms at PARK.
- E. Except for electricity consumed by individual seasonal campers, COUNTY shall be responsible for the payment of PARK's general electrical expenses.
- F. COUNTY shall remit the sales tax collected for the seasonal sites to CONTRACTOR by June 1, 2022.

### IV. CONSIDERATION AND TERMS OF PAYMENT

COUNTY shall compensate CONTRACTOR for all services provided pursuant to this CONTRACT as follows:

#### A. Compensation

- 1. CONTRACTOR shall retain the first FORTY-TWO THOUSAND and no/100 dollars (\$42,000.00) of the collected fees for non-seasonal camping, camping with utilities, shower use, shelter use, and parking. Thereafter, CONTRACTOR shall retain 50% of the gross receipts derived from the collection of fees for camping, camping with utilities, shower use, shelter use, and parking excluding those collected by the COUNTY collected for seasonal site fees. (CONTRACTOR shall not collect nor retain any portion of seasonal site fees.)
- 2. Proceeds from concessions, vending income, and wood sales shall exclusively be retained by CONTRACTOR.

#### B. Reimbursement:

The CONTRACTOR shall not be reimbursed for travel, subsistence, or any other expenses related to this CONTRACT except as expressly provided herein.

**V. CANCELLATION AND TERMINATION**

A. Without Cause-

This CONTRACT may be canceled by COUNTY OR CONTRACTOR at any time, without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro-rata basis, for work or services satisfactorily performed.

B. For Cause-

This CONTRACT may immediately be terminated by COUNTY in the event that the COUNTY's interests are not being met.

**VI. DEPOSIT**

CONTRACTOR paid a \$500.00 security deposit to COUNTY on March 28, 2008. The deposit will be refunded at the end of the last contract between the parties.

**VII. AUTHORIZED REPRESENTATIVES**

All official notifications, including but not limited to, cancellation of this CONTRACT must be sent to the other party's authorized representative.

A. COUNTY's authorized representative for the purpose of administration of this CONTRACT is:

Name: Donna Trehus, Auditor/Treasurer  
Address: Suite #116  
304 South Marshall Street  
Caledonia, MN 55921  
Telephone: (507) 725-5803  
E-Mail: [donna.trehus@co.houston.mn.us](mailto:donna.trehus@co.houston.mn.us)

Such representative shall have the authority for acceptance of the CONTRACTOR's services.

B. The CONTRACTOR's authorized representative for the purpose of administration of this CONTRACT is:

Name: Edward "Jake" Lonkoski  
Address: 109 Main St  
Hokah, MN 55941  
Telephone: (507) 482-6250; Off season (507)482-6201  
E-Mail: [lonkoski@ace.group](mailto:lonkoski@ace.group)

**VIII. RECORDS/AUDITS**

The CONTRACTOR shall maintain records and provide COUNTY with financial and service reports as requested by COUNTY. Under Minn. Stat. §16C.05, Subd. 5, the CONTRACTOR's books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this CONTRACT shall be subject to examination by COUNTY and the Office of the State Auditor, as appropriate for a minimum of six (6) years from the end date of the CONTRACT.

**IX. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that the relationship between the parties is that of an independent contractor. CONTRACTOR's employees and agents at all times remain under the direction and supervision of CONTRACTOR. COUNTY employees shall at all times remain under the direction and supervision of COUNTY.

Nothing in this CONTRACT is intended to create any partnership, joint venture, lease, or equity relationship, expressly or by implication, between the parties. Each party acknowledges that the other party will not withhold amounts paid pursuant to this CONTRACT any sums for the payment of federal or state income taxes, FICA, FUTA or SUTA. Each party shall have sole responsibility for the reporting and payment of these taxes for its own respective employees. In the event that the Internal Revenue Service or any other party should question the independent contractor status of the parties, each party hereto agrees that the other shall have the right to participate, at its own cost, in any discussions or negotiations regarding such status.

**X. LIABILITY**

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify and hold harmless the other, its officers and employees against any and all liability, loss, costs, damages, expenses, or actions, including reasonable attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this CONTRACT. Nothing contained in this paragraph, however, shall be construed to release the CONTRACTOR from liability for failure to properly perform duties and responsibilities assumed by CONTRACTOR under this CONTRACT.

**XI. INSURANCE REQUIREMENTS**

CONTRACTOR agrees that at all times during the term of this CONTRACT to maintain:

- Comprehensive General Liability - \$1 million minimum per occurrence
- Umbrella Liability Coverage - \$2 million

The COUNTY shall be listed as an additional insured on the above policy by CONTRACTOR prior to the execution of this CONTRACT. Additionally, CONTRACTOR agrees to maintain the above required insurance and shall provide the COUNTY with thirty (30) days written notice of any proposed changes prior to cancellation, non-renewal or material changes. An ACORD Certificate of Liability Insurance for the above listed coverage shall be provided to COUNTY by CONTRACTOR for each calendar year covered by the term of this CONTRACT. See APPENDIX B.

**XII. ASSIGNMENT**

This CONTRACT may not be assigned by either party without the prior written consent of the other party; provided, that CONTRACTOR may assign this CONTRACT without the prior written consent of the other party to any CONTRACTOR affiliate or other entity that controls, is controlled by or is under common control with CONTRACTOR. Any purported assignment in violation of this clause is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this CONTRACT by its assignee.

**XIII. GOVERNMENT DATA PRACTICES ACT**

The CONTRACTOR and COUNTY must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it applies to all data provided by COUNTY in accordance with this CONTRACT, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this CONTRACT. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or COUNTY.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify COUNTY.

COUNTY will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

**XIV. AMENDMENTS**

Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, their successors in office or another authorized representative.

**XV. FORCE MAJEURE EVENT**

In no event will either party be liable for failure to perform hereunder due to acts of nature and contingencies beyond the party's reasonable control.

**XVI. SEVERABILITY**

In the event any provision of this CONTRACT is held to be invalid or unenforceable, the remainder of this CONTRACT shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the CONTRACT, to the extent that the absence of the invalid or unenforceable provision does not materially affect the purpose of the CONTRACT.

**XVII. CONTRACTOR STANDARDS**

As a condition of this CONTRACT, CONTRACTOR voluntarily agrees to submit to a criminal history background check. A record of conviction(s) for a crime of dishonesty or a conviction prohibited by the "Kari Koskinen Manager Background Check Act" as found in Minn. Stat. §299C.66 to §299C.71 will constitute cause for termination of this CONTRACT.

**XVIII. ENTIRETY OF CONTRACT**

This CONTRACT constitutes the entire CONTRACT between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understanding, whether oral or written, between the parties.

**XIX. JURISDICTION AND VENUE**

This CONTRACT, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings must be in Houston County, Minnesota.



**XX. SURVIVAL OF TERMS**

The following clauses survive the expiration, cancellation or termination of this contract: VIII., Records/Audits; IX., Independent Contractor; X., Liability; XIII., Government Data Practices; and XIX., Jurisdiction.

**IN WITNESS WHEREOF**, the parties have caused this CONTRACT to be duly executed intending to be bound thereby.

**CONTRACTOR**

**COUNTY**



Edward "Jake" Lonkoski



Greg Myhre, Board Chair

**Approved as to form and execution:**



Samuel Jandt, County Attorney

## APPENDIX A

### WILDCAT PARK RATES AND FEES

The following rates shall apply for the 2022 season:

Seasonal Rates actual cost of electricity	\$300.00 per month/\$1,500.00 per season, plus the (\$275.00 electricity deposit required)
Non-Seasonal Monthly Rate	\$425.00 per month
Electric Sites	\$40.00 per night
Primitive Sites	\$20 per night, per camping unit
Shelter Rental	\$50.00 per day plus tax; <i>A damage deposit may be required at the discretion of the Park Manager.</i>
Boat Launch Fee	\$5.00 daily fee and \$25.00 Season Pass <i>(Fine of \$100.00 for non-compliance of fee)</i>
Non-Camper overnight parking fee	\$5.00 per night

The fine for parking overnight without paying the appropriate fee in advance is \$25.00 per night.

Reservations will be accepted for a minimum of two nights on weekends. **Holiday Weekends (Memorial Day, Independence Day and Labor Day) require a three-night reservation.** However, any sites that remain available on the weekend may be rented out for one night at a time, per the discretion of the park operator.

It is also understood that if two campers share the same campsite, they should each be charged full-price.

Check-out time: 12:00 PM (Noon)

**APPENDIX B**  
**INSURANCE ACORD**