

January 21st Minutes

Hiawatha Lodge Alcohol Dispenser Agreement

Delaney said, included with the council packets is a copy of the Alcohol and Beverage Dispenser Agreement for the Hiawatha Lodge. He then explained the agreement between the City of Pipestone and the Hatfield Entertainment Group, LLC. Attorney Hill shared that he made a few minor changes to the agreement to ensure that there were protections in place for both parties.

Motion made by Thompson, seconded by Smidt and unanimously carried to approve the Hiawatha Lodge Alcohol Dispense agreement for 2025 between the City of Pipestone and the Hatfield Entertainment Group, LLC.

**ALCOHOL AND BEVERAGE DISPENSER AGREEMENT
HIAWATHA LODGE
HIAWATHA PAGEANT PARK**

This Alcohol and Beverage Dispenser Agreement ("Agreement") is hereby made and entered into by and between the City of Pipestone, a Minnesota municipal corporation (hereinafter "City") and Hatfield Entertainment Group, LLC (hereinafter "Contractor"), a Minnesota limited liability company, on this 21st day of January 2025.

WHEREAS, the City finds it necessary to retain the services of Contractor to provide alcohol and beverage dispenser services for the City-owned Hiawatha Lodge.

WHEREAS, the City desires to engage the Contractor to provide said services pursuant to the conditions of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows::

1. Scope of Work. The Contractor has been retained by the City to be the primary entity to provide alcohol and beverage dispenser services ("Services") at the Hiawatha Lodge ("Lodge"). These services can only be provided by a contractor with an approved Caterer's Permit with Alcohol issued by the State of Minnesota. Subcontracting of the Services outlined is permitted provided that subcontractor also has a Caterer's Permit with Alcohol approved by the State. A further description of services to be provided by Contractor is included herein as Attachment A, and incorporated herein as part of this Agreement.
2. Address and Phone Contact. The address (mailing and, if different, physical location) and phone number(s) of the Contractor is:

Hatfield Entertainment Group, LLC
340 2nd Street
Hatfield MN 56164
Business: 507-825-0069
Cell Phone: 605-209-7672 (Matthew Sibley)
3. Term. This Agreement shall be effective from the date first entered above and terminate December 31, 2025 or pursuant to the termination provision herein.
4. Notice of Intent to Renew. On or before November 1, 2025, the Contractor shall notify the City in writing if it does not intend to provide liquor serves at the Lodge for 2026. Failure of the Contractor to notify the City by this date shall permit the City to proceed to negotiate with the other entities to provide service. The provisions of this section do not restrict or prohibit the City's ability to terminate the Agreement in accordance with Section 6 below.
5. Performance Review. This Agreement will be reviewed on or before December 1, 2025 by the City. If any deficiencies are noted during the review process, the Contractor may be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).

6. Termination. The City may terminate this Agreement, with or without cause, upon thirty (30) days written notice, except that if the Contractor is in default and fails to cure the default within the period provided in the written notice of default as provided in this Agreement, the City has the right to terminate this Agreement immediately upon written notice of termination. If notified of termination, the Contractor shall immediately cease performing the Services. The Contractor will be paid for Services properly rendered prior to the effective date of termination. The following provisions of this Agreement shall survive expiration, termination, or cancellation of this Agreement: Indemnification; Insurance; Applicable Law; Audit; and Data Practices.
7. Conflict of Interest. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this Agreement and those documents incorporated by reference, the terms and condition of this Agreement shall govern.
8. Independent Contractor. The Contractor and its employees are not employees of the City. Nothing in the Agreement is intended or should be construed in any manner as creating or establishing the relationship as employer/employee, co-partners, or a joint venture between the City and the Contractor. It is agreed that the Contractor and its employees will act as an independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City. The manner in which the Services are performed shall be controlled by the Contractor; however, the nature of the Services and the results to be achieved shall be specified by the City..
9. Non-Agency. The Contractor, as an independent contractor, shall not be considered an agent or servant of the City for any purpose and shall have no authority to enter into any contracts, create any obligations, or make any warranties or representations on behalf of the City. To the extent applicable and contemplated in the delivery of the Services, the Contractor may apply for and obtain needed permits on behalf of the City at Contractor's own cost.
10. Data Practices. The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable laws relating to data privacy or confidentiality. The Contractor will immediately report to the City any data requests from third parties relating to this Agreement. The City agrees to work with the Contractor to respond to the data request. The Contractor agrees to defend and hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure, use or failure to produce.
11. Audit. The Contractor agrees that the City, the Minnesota State Auditor, and Minnesota Legislative Auditor, or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Agreement.
12. Contractor Representations. The Contractor represents and warrants, as inducement to the City to enter into the Agreement, as follows: (a) it has the legal authority to enter into this Agreement; (b) the person(s) executing this Agreement on behalf of the Contractor is duly

authorized to enter into this Agreement and to bind the Contractor to its terms; (c) all of the documents that constitute this Agreement are valid and binding on the Contractor; (d) it will comply with the terms and conditions of this Agreement; (e) it has the necessary licenses, personnel, experience, skill, tools, and equipment to complete the Services in accordance with the standards and timelines established in this Agreement; and (f) it is not involved in or aware of any action, claim, suit, or proceeding that is reasonably anticipated to interfere with Contractor's ability to provide the Services in accordance with the terms of this Agreement.

13. Not Exclusive. This Agreement does not constitute an exclusive contract between the City and the Contractor. The City remains free to contract for similar services from other consultants and the Contractor remains free to contract to provide similar services to others, provided that any such contracts do not interfere with the delivery of Services under this Agreement.
14. Amendments. No modification, amendment, deletion, or waiver in the terms of this Agreement, or any expansion in the scope of the Services, is valid unless it is in writing and signed by the parties.
15. Taxes. The Contractor acknowledges that it, and it alone, shall be liable for and shall pay, the applicable gross receipts and all other taxes due on all monies paid to it under this Agreement and that the City shall have no liability for payment of such tax. The Contractor also acknowledges that it, and it alone, shall be liable to the State and Federal governments and/or their agencies for income and self-employment taxes required by law and that the City shall have no liability for payment of such taxes or amounts.
16. Indemnification. The Contractor agrees to defend, indemnify and hold harmless, the City, its officials, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the Contractor, its offices, employers, agents, contractors or subcontractors or anyone directly or indirectly employed by them, or anyone volunteering for them, or anyone for whose acts or omissions they may be liable in the performance of the Services specified in this Agreement and against all loss by reason of the failure of the Contractor to perform fully, in any respect, all obligations under this Agreement. Nothing in this Agreement shall constitute a waiver by the City of any limits on or exclusions from liability available to it under Minnesota Statutes, chapter 466 or other law.
17. Insurance. The Contractor agrees to at all times during the term of this Agreement, have and keep or cause to have and be kept in force, and to cause all Contractors and subcontractors to do likewise, the following insurance coverages with at least the following limits:
 - (a) Liquor Liability Insurance in amounts of at least equal to the requirements set forth by Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division requirement for a Caterer's Permit with Alcohol.
 - (b) Commercial General Liability on an occurrence basis with Contractual Liability Coverage:

Limits

General Annual Aggregate	\$2,000,000
Products-Completed Operations	\$1,500,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence –	
Combined Bodily Injury and Property Damage	\$1,500,000

(c) Workers' Compensation and Employer's Liability:

(1) Workers' Compensation	Statutory
If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.	
(2) Employer's Liability. Bodily Injury by:	
Accident – Each accident	\$500,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000

The required coverage limits may be achieved through an excess or umbrella policy, provided such policy provides the same scope of coverages as the underlying policy. The insurance must be maintained continuously for a period of at least one year after the termination of this Agreement. The Contractor shall have the City named as an additional insured on its commercial general liability policy. The Contractor shall provide the City a certificate of insurance showing the required coverages, insurance limits, and additional insured endorsement before undertaking any Services under this Agreement. The Contractor will require that any subcontractors furnish certificates of insurance to the Contractor of the insurance coverages listed above, and provide updated certificates as coverages expire. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance that may be needed to satisfy its indemnification obligation or other obligations in connection with this Agreement. Copies of policies will be submitted to the City upon written request.

18. Assignment and Subcontracting. The Contractor shall not assign, transfer or subcontract any interest in this Agreement or attempt to assign, transfer or subcontract any claims for money due under this Agreement without prior notification and approval of the City.
19. Conflict of Interest. The Contractor agrees that it will not, during the term of this Agreement, enter into a contract or otherwise accept employment for the performance of any work or service with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.
20. Default by Contractor. Unless excused by City's default, the occurrence of an uncontrollable circumstance, or City issuing a written waiver of default, each of the following shall constitute default on part of the Contractor:
 - (a) The written admission by the Contractor that it is bankrupt; or filing by Contractor of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against the Contractor unless dismissed

within ninety (90) days. The Notice of Default and cure provision of this Agreement do not apply to this paragraph;

- (b) The making of any arrangement with or for the benefit of Contractor's creditors involving an assignment to a trustee, receiver or similar fiduciary. The Notice of Default and cure provisions of this Agreement do not apply to this paragraph;
- (c) Making a material misrepresentation in any of the documents submitted by the Contractor or in any other provisions or conditions relied upon in the making or modification of the Agreement;
- (d) The Contractor is found to persistently disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
- (e) Failure to make satisfactory progress towards completion of the Services; or
- (f) Failure to perform any other material provision of the Agreement.

- 21. Written Notice of Default. Unless otherwise provided, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events, or failure constituting the default and a reasonable cure period.
- 22. Cure Period. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days or such longer period as may be provided in the Notice of Default, then this Agreement may immediately be terminated by the party not in default providing a written notice of termination to the party in default.
- 23. Withholding of Payment. Notwithstanding any other provision of the Agreement, the City may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is given, until the default is excused, waived in writing, cured, or the Agreement is terminated. The City shall not be responsible for paying any portion of the withheld funds upon translation for the Contractor's default if the services for which payment is being sought were deficient or are not usable by the contractor hired to complete the Services.
- 24. Preservation of Other Remedies. The rights and remedies of the City provided in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.
- 25. No Waiver. If the City fails to enforce any provisions of this Agreement, such failure does not waive the provision or the City's right to enforce it.
- 26. Nondiscrimination. Contractor agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. Chap. 363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment.

Violation of any of the above laws can lead to the immediate termination of this Agreement without needing to provide a cure period.

27. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this Agreement is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the court's findings.
28. Scope of Agreement. This Agreement incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement.
29. Applicable Law. This Agreement shall be governed by the laws of the State of Minnesota and the ordinances, resolutions, rules and regulations of the City. Any legal proceeding brought against the City arising out of this Agreement, shall be brought before the Fifth District Court, Pipestone County, State of Minnesota.
30. Applicable Liquor and Licensing Law. The Contractor is responsible for complying with all federal, state, and local laws encompassing the purchase, sale and transportation of liquor and shall protect and defend the City's interest.
31. Illegal Acts. It shall be unlawful for any Contractor to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise hereby prohibited.
32. Compensation and Consideration. No compensation shall be paid by the Contractor to the City. No compensation shall be paid by the City to the Contractor. Consideration for this Agreement is granting Hatfield Roadhouse use of the Lodge at no charge.

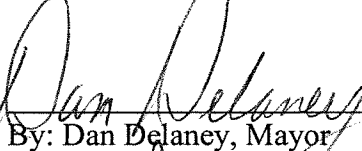
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HATFIELD ENTERTAINMENT GROUP, LLC

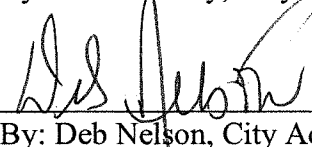
By: Matthew Sibley

Its: _____

CITY OF PIPESTONE



By: Dan Delaney, Mayor



By: Deb Nelson, City Administrator

ATTACHMENT A

Hatfield Entertainment Group, LLC (hereafter Contractor) agrees to the following supplemental Scope of Work for the provision of Alcohol and Beverage Dispenser Services at the City of Pipestone's Hiawatha Lodge.

1. The Contractor shall provide Alcohol and Beverage Dispenser service to events at the Hiawatha Lodge as authorized and coordinated by the City.
2. Contractor shall provide the City with a PDF electronic file and hard copy to be placed at the City offices, which includes a description of the Alcohol and Beverage Dispenser services provided, menus, business cards, price listings, and other information the Contractor wishes to provide to the client.
3. Information provided by the Contractor may be used on the City of Pipestone website. The Contractor shall provide professionally printed Alcohol and Beverage Sale Prices at the serving station.
4. The Contractor is responsible for installing replacement trash bags, breaking down all cartons and removing all trash, garbage, decorations, food and drink from the Hiawatha Lodge that was provided by the Contractor for the performance as the duties of the Contractor.
5. The Contractor shall not block any interior access points and comply with the fire code.
6. It is the Contractor's responsibility to report any violations of law and to notify the City of any such violations and reports.
7. The Contractor shall be required to train their employees on appropriate behavior and courtesies when providing alcohol and beverage dispenser services at the Hiawatha Lodge.
8. Contractor shall ensure that a sufficient number of employees are provided for each event to ensure alcohol and beverage dispenser service is provided in a timely manner and that the area used by the Contractor for the dispensing of the liquor (bar area and storage area for liquor) is cleaned up promptly following each event.
9. Illegal drugs and alcohol consumption by Contractor or employees and staff is not allowed in or on City property when using City facilities; violation of this policy is grounds for immediate termination of this contract.
10. No office space will be made available for use by Contractor.
11. Locked storage will be made available to the Contractor for the storage of supplies to provide alcohol and beverage dispenser service.
12. Contractor shall coordinate with the City all scheduled times whenever they expect to be in the Hiawatha Lodge. In particular, event set up times for both the Hiawatha Lodge and

Contractor must be coordinated in advance so that appropriate scheduling can be developed.

13. The Contractor shall provide written responses to customer complaints and/or negative customer evaluations within five (5) working days with copies of both the complaints and responses forwarded to the City.
14. The Contractor shall offer a Minnesota produced beer as required by Minnesota Statute 340A.909.
15. The Contractor shall notify law enforcement prior to any event as required by Minnesota Statute 340A.404, Subd. 12(d).