



City Council Memorandum

To: Mayor Hicks & City Council Members
From: Adeline Schroeder, Deputy City Clerk
Date: March 16, 2016
Item: Renewal of Sidewalk Cafe Licenses with Liquor License Amendment for Bella Vista and The Busted Nut Bar and Grill

Council Action Requested:

Consider renewal applications for Sidewalk Cafe with Liquor License Amendment for Bella Vista and The Busted Nut Bar and Grill.

Background Information:

Both of the aforementioned establishments have submitted applications for Renewal Sidewalk Cafés with Liquor License Amendments and have met all the necessary criteria established by City Ordinance on Sidewalk Cafes. A Sidewalk Café License Insurance and Indemnification Agreement will need to be signed before issuance of the Renewal Sidewalk Café Licenses with Liquor Amendment.

Financial Impact:

N/A

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Sidewalk Café and Liquor License Amendment Applications for Bella Vista and The Busted Nut Bar and Grill
- Sidewalk Cafe License Insurance and Indemnification Agreements for each establishment.

Liquor License Amendment Sidewalk Cafes

City of Hastings, Minnesota
101 4th Street East
Hastings, MN 55033



Contact Information

Business Name (DBA) Due Oliver

Business Owner Jennifer + Bernardo Melecio

Telephone 651-319-0906

Applicant Pelle Viste

Applicant Mailing Address 101 2nd Str East Hastings Mn

Telephone 651-319-0906

Operations of Sidewalk Café Area to Serve Alcohol

1. Length & width within sidewalk café alcohol will be served

Street Name: Same as Before Length x Width Same as Before

Street Name: " Length x Width "

2. Staff have received required alcohol training: NO also YES _____

3. Procedure to ensure alcohol is contained within cafe: Ropes, plants + and staff watching closely

4. Days and Hours of alcohol service: Tue-Thur 11-9:00 Fri-Sat 11:00-10:00 Sun-10:00-8:00

Application Checklist

- Application form
- Proposed sidewalk café diagram of area to serve alcohol
- Proposed food and beverage menu
- Proof of insurance, including dram shop liability coverage and naming City as additional insured
- \$50 renewal fee if site modifications are being requested

Signature: [Signature] Date: 3.5.16

Return form to: Adeline Schroeder, Deputy City Clerk at aschroeder@hastingsmn.gov or by mail. Phone: 651-480-2343

Sidewalk Café Renewal Application

City of Hastings, Minnesota
101 4th Street East
Hastings, MN 55033



Contact Information

Business Name (DBA)

Due Olives
Bella Vista

Business Owner

Jennifer + Bernardo Melecio

Telephone

651-319-0906

Applicant

Bella Vista

Applicant Mailing Address

101 2nd Str East Hastings Mn

Telephone

651-319-0906

License Information

Will the sidewalk café offer alcoholic beverages for consumption? NO _____ YES _____ (if yes please submit liquor license amendment form and fee)

Operations

1. Length & width along street(s):

Street Name: Same as before Length x Width Same as before

Street Name: " Length x Width "

2. Proposed number of tables: 5

3. Proposed number of seats: 18

4. Days and Hours of operation: Tue - Thur 11:00-9:00 Fri - Sat 11:00-10:00 Sun 10:00-8:00

Application Checklist:

- Application form
- Liquor license amendment renewal and fee, if applicable
- Proposed sidewalk café diagram, including furniture specifications
- Proposed sound or entertainment
- Proposed food and beverage menu
- Proof of insurance
- \$50 renewal fee if site modifications are being requested

Signature: _____

J. Melecio

Date: _____

3.2.16

Return form to: Adeline Schroeder, Deputy City Clerk at aschroeder@hastingsmn.gov or by mail. If questions, please contact by phone at: 651-480-2343.



CERTIFICATE OF LIABILITY INSURANCE

VI-02

DATE (MM/DD/YYYY)

03/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Prescott Insurance Agency 119 BROAD ST N PRESCOTT WI 54021-1701		CONTACT NAME: Charla J Magee PHONE (A/C, No, Ext): (715) 262-3216 E-MAIL ADDRESS: info@prescottinsurance.com FAX (A/C, No): (715) 262-4447	
INSURED Due Olives LLC DBA BELLA VISTA 101 2ND ST E HASTINGS MN 55033-1203		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance NAIC # 15350 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		CPU2095452	04/22/2016	04/22/2017	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU- [] [] TORY LIMITS [] [] E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability	X		CPU2095452	04/22/2016	04/22/2017	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Hastings is listed as Additional Insured on this policy. Coverage extends to adjacent public sidewalk. As Additional Insured the City will receive at least a 10 day notice of Cancellation.

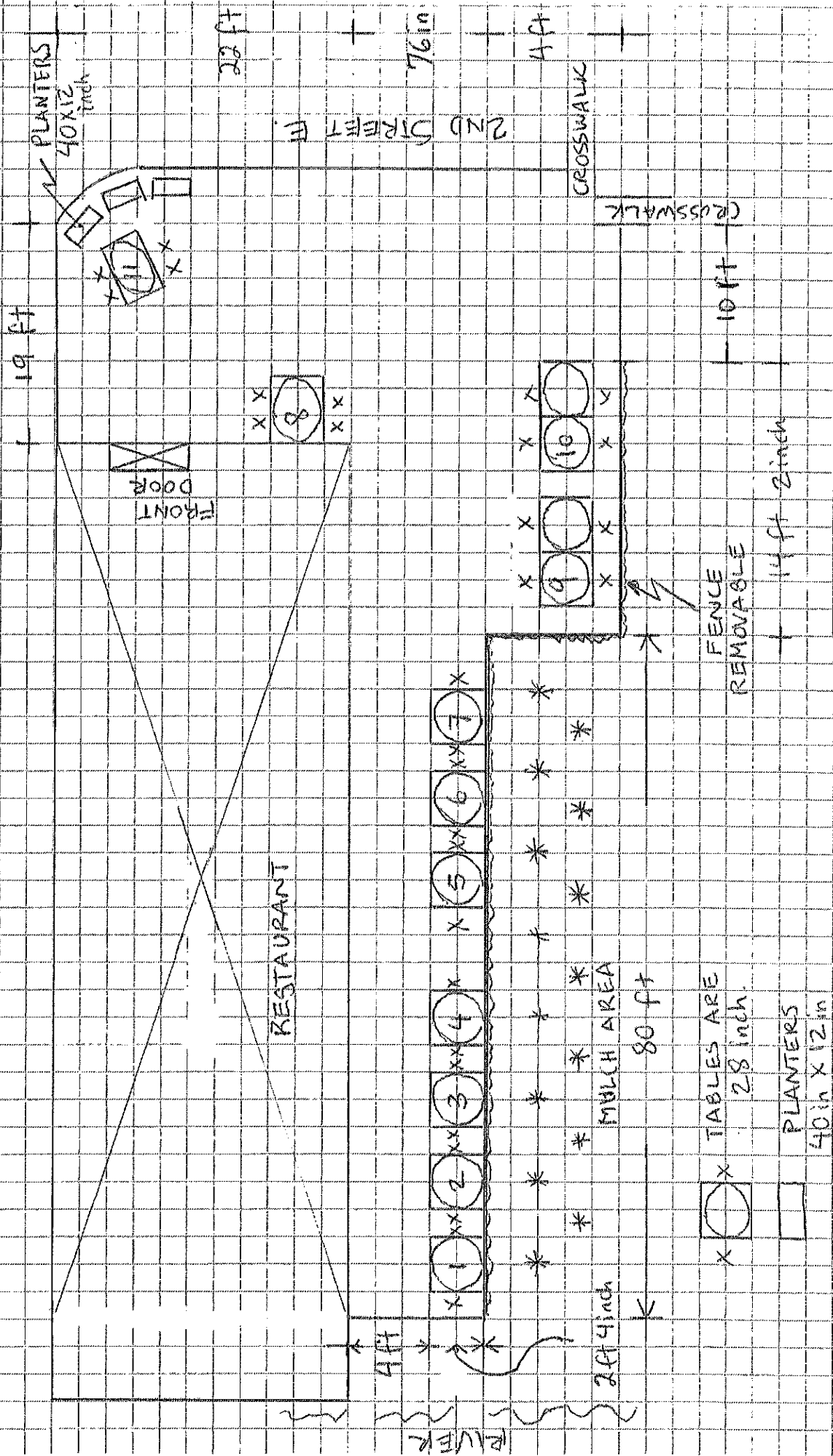
CERTIFICATE HOLDER**CANCELLATION**

City of Hastings 101 4th Street Hastings MN 55033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Charla J Magee
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BELLA VISTA SEATING CHART

101 2nd St. Hastings, MN 55033



DRAWING IS NOT TO SCALE

**SIDEWALK CAFÉ LICENSE
INSURANCE AND INDEMNIFICATION AGREEMENT**

This License Agreement (“Agreement”) is made on March ____, 2016, by and between the City of Hastings, a Minnesota Municipal Corporation with a business address of 101 East 4th Street, Hastings, MN 55033 (“the City”), and Due Olives, LLC, a Minnesota limited liability company, doing business as Bella Vista Ristorante Italiano, having a registered office address of 101 2nd Street East, Hastings, MN 55033 (“Licensee”).

The City is owner of a platted and improved street and sidewalk right-of-way for 2nd Street East as the same is depicted on the plat of the Town of Hastings on file and of record in the Office of the County Recorder, Dakota County, Minnesota and the City has authority to regulate public access, parking and vending and commercial uses of the areas defined as the Parking and Plaza Area under Amendment #5 to MnDOT Cooperative Construction agreement #95243 (the 2nd Street right-of-way and the Parking and Plaza Area collectively referred to herein as “the Right-of-Way”).

Licensee operates a food and beverage establishment from property located generally at 101 East 2nd Street, Hastings, MN 55033 and legally described as the West 1/3rd of Lot 5, Block 4, Town of Hastings, according to the recorded plat thereof, Dakota County, Minnesota (“the Licensed Property”).

Licensee has been granted a license under City of Hastings Ordinance Section 90.16 to operate a Sidewalk Café within an identified portion of the public sidewalk or right-of-way immediately adjacent to the Licensed Property (“Sidewalk Café License”).

As a condition of the Sidewalk Café License, Licensee must comply with the following ordinance requirements:

All sidewalk café licensees must at all times maintain commercial liability insurance covering the licensed premises and the sidewalk café area with minimum policy limits for bodily injury or death of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate and for property damage of not less than \$50,000. Proof of the required liability insurance shall be in the form of a certificate of insurance or some other form acceptable to the City Attorney and City Clerk. All liability insurance policies required herein shall name the city as any additional insured and shall provide that there shall be no cancellation of the policy for any cause, by the insured or by the insurance company, without first giving 10-days’ written notice to the city, addressed to the City Clerk. Operation of a sidewalk café or liquor sales by a licensee without required liability insurance coverage shall be grounds for immediate suspension or revocation of the license. In addition, the licensee shall indemnify and hold harmless the city, the city’s public officials, employees and agents from any loss, costs, damages and expenses arising out of the use, design, operation or maintenance of the sidewalk café. These insurance and indemnification requirements shall be memorialized in a license agreement signed by the licensee prior to the initial issuance of the sidewalk café license and upon any renewal thereof, but failure of the city and the licensee to execute such a license agreement shall not alleviate the licensee of its insurance and indemnification obligations hereunder.

LICENSEE HEREBY AGREES to be bound by the above insurance and indemnification requirements of City of Hastings Ordinance Section 90.16. Licensee shall indemnify and hold the City, the City’s public officials, employees and agents harmless from and against any and all liability, claims, demands, actions, and causes of action, including expenses and reasonable attorneys’ fees, for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, Licensee’s use of the Licensed Property and the Right-of-Way area covered by the Sidewalk Café License, or any means of ingress or egress from such premises, except liability for personal injuries, property damages, or loss of life or property caused solely by the negligence of the City. Licensee shall implement procedures to ensure no alcohol is sold or provided to minors or allowed outside of the area subject to the Sidewalk Café License.

This Agreement is a condition of the Sidewalk Café License and confers no rights or benefits upon Licensee, including the continued right to occupy or conduct business operations within the Right-of-Way. The indemnification provisions of this Agreement shall survive expiration, suspension, revocation and any other termination of the Sidewalk Café License.

Dated this __ day of _____, 2016.

CITY

**CITY OF HASTINGS, A MINNESOTA
MUNICIPAL CORPORATION**

By: _____
Paul J. Hicks, Mayor

(SEAL)

By: _____
Julie A. Flaten,
Administrative Services Director

Dated this __ day of _____, 2016.

LICENSEE

**DUE OLIVES, LLC, A MINNESOTA
LIMITED LIABILITY COMPANY,**

By: _____
Jennifer Melecio
Its: _____

Sidewalk Café Renewal Application

City of Hastings, Minnesota
101 4th Street East
Hastings, MN 55033



Contact Information

Business Name (DBA)

Busted Out Bar & Grill

Business Owner

Tatia Nelson

Telephone

651 438-6887

Applicant

Tatia Nelson

Applicant Mailing Address

402 Third St. West Hastings Mn 55033

Telephone

651 335-9466

License Information

Will the sidewalk café offer alcoholic beverages for consumption? NO _____ YES X _____ (if yes please submit liquor license amendment form and fee)

Operations

- Length & width along street(s): Same as before
Street Name: 2nd St. East Length x Width 13' x 8'
Street Name: _____ Length x Width _____
- Proposed number of tables: 2
- Proposed number of seats: 4
- Days and Hours of operation: 7 days 11:00 am - 10:00 pm

Application Checklist:

- Application form
- Liquor license amendment renewal and fee, if applicable
- Proposed sidewalk café diagram, including furniture specifications
- Proposed sound or entertainment
- Proposed food and beverage menu
- Proof of insurance
- \$50 renewal fee if site modifications are being requested

Signature: _____

Tatia Nelson

Date: _____

2-25-16

Liquor License Amendment Sidewalk Cafes

City of Hastings, Minnesota
101 4th Street East
Hastings, MN 55033



Contact Information

Business Name (DBA) Busted Nut Bar & Grill
Business Owner Tatia Nelson
Telephone 651 438-6887
Applicant Tatia Nelson
Applicant Mailing Address 402 Third St. West Hastings Mn 55033
Telephone 651 335-9466

Operations of Sidewalk Café Area to Serve Alcohol

- Length & width within sidewalk café alcohol will be served
Street Name: 2nd St. East Length x Width 13' x 8'
Street Name: _____ Length x Width _____
- Staff have received required alcohol training: NO _____ YES X
- Procedure to ensure alcohol is contained within cafe: City Required
fencing in place and supervision of staff
- Days and Hours of alcohol service: 7 days 11:00 am - 10:00 pm

Application Checklist

- Application form
- Proposed sidewalk café diagram of area to serve alcohol
- Proposed food and beverage menu
- Proof of insurance, including dram shop liability coverage and naming City as additional insured
- \$50 renewal fee if site modifications are being requested

Signature: Tatia Nelson Date: 2-25-16

Return form to: Adeline Schroeder, Deputy City Clerk at aschroeder@hastingsmn.gov or by mail. Phone: 651-480-2343



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER STEPAN AGENCY, INC. 407 VERMILLION STREET HASTINGS MN 55033	CONTACT NAME: SCOTT STEPAN
	PHONE (A/G, No. Ext): 651-480-1000 FAX (A/G, No): 651-480-0087 E-MAIL ADDRESS: stepanagency@gmail.com
INSURED RIVER INVESTMENTS, INC. DBA THE BUSTED NUT BAR AND GRILL 118 2ND STREET EAST HASTINGS MN 55033	INSURER(S) AFFORDING COVERAGE
	INSURER A: WILSON MUTUAL INSURANCE NAIC #
	INSURER B: EMPLOYERS
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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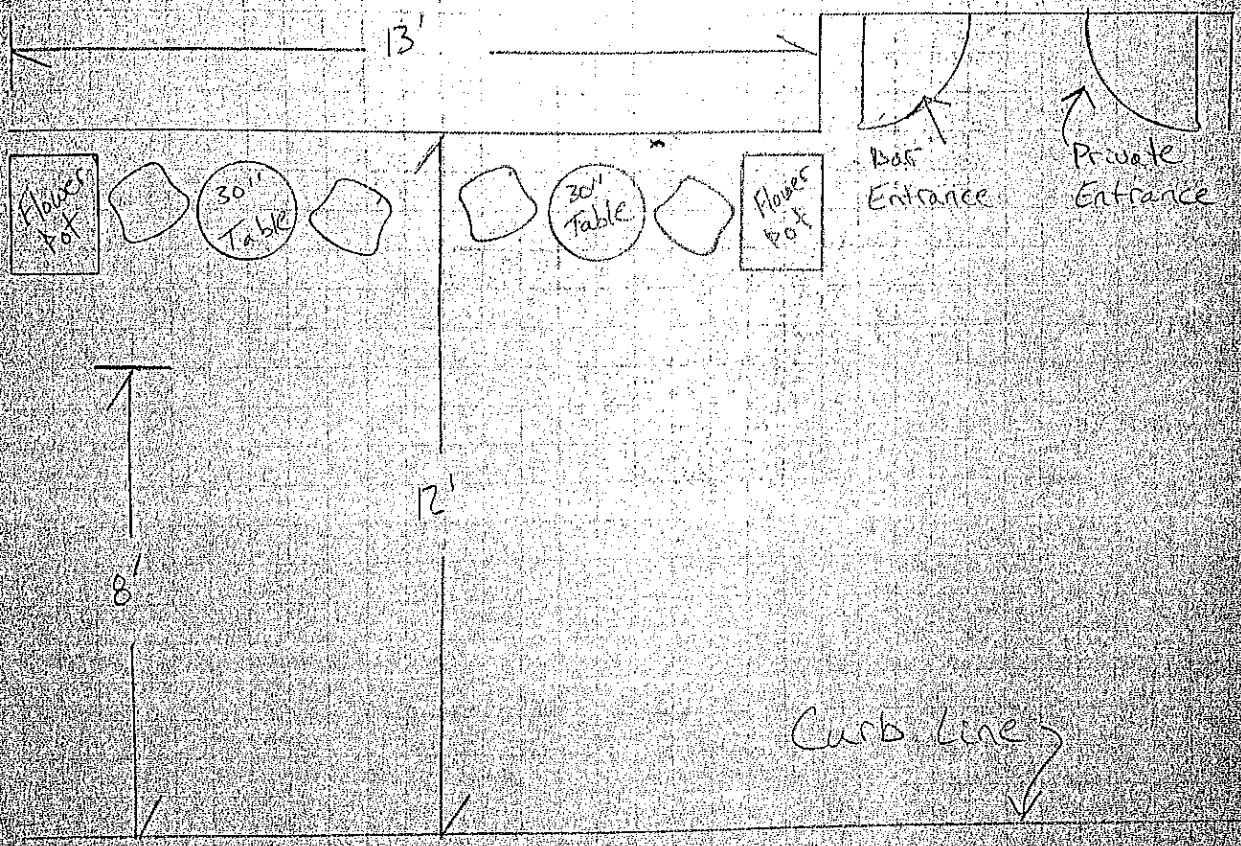
INSR LTR	TYPE OF INSURANCE	ADDL. SUBR INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	BR-232314	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (See occurrences) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:					GENERAL AGGREGATE \$ 2,000,000
	ANTOMOBILE LIABILITY	<input type="checkbox"/>				PRODUCTS - CCMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>	<input type="checkbox"/>				\$
	UMBRELLA LIAB	<input type="checkbox"/>				EACH OCCURRENCE \$
	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
	<input type="checkbox"/>	<input type="checkbox"/>				\$
	<input type="checkbox"/>	<input type="checkbox"/>				\$
	<input type="checkbox"/>	<input type="checkbox"/>				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	EIG 1624 291 0	07/01/2015	07/01/2016	PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MN) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>				E.L. EACH ACCIDENT \$ 100,000
		<input type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE \$ 500,000
		<input type="checkbox"/>				E.L. DISEASE - POLICY LIMIT \$ 100,000
A	LIQUOR LIABILITY	<input type="checkbox"/>	BR-232314	07/01/2015	07/10/2016	LIMITS-500,000/500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
COVERAGE IS INCLUDED FOR ANY LOCATION ON THE PREMISES INCLUDING LIQUOR SALES ON THE ADJACENT PUBLIC SIDEWALK
COVERAGE INCLUDED FOR LIQUOR SALES OFF PREMESIS.
CITY OF HASTINGS MN LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER MN DEPARTMENT OF PUBLIC SAFETY C/O ALCOHOL AND GAMBLING ENFORSEMENT 445 MINNESOTA STREET ST PAUL MN 55101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Scott Stepan</i> SCOTT STEPAN
---	--

DATE

PROJECT



**SIDEWALK CAFÉ LICENSE
INSURANCE AND INDEMNIFICATION AGREEMENT**

This License Agreement (“Agreement”) is made on March ____, 2016, by and between the City of Hastings, a Minnesota Municipal Corporation with a business address of 101 East 4th Street, Hastings, MN 55033 (“the City”), and River Investments, Inc., a Minnesota Corporation, doing business as The Busted Nut Bar & Grill, having a registered office address of 118 Second Street East, Hastings, MN 55033 (“Licensee”).

The City is owner of a platted and improved street and sidewalk right-of-way for Second Street as the same is depicted on the plat of the Town of Hastings on file and of record in the Office of the County Recorder, Dakota County, Minnesota (“the Right-of-Way”).

Licensee operates a food and beverage establishment from property located generally at 118 Second Street East, Hastings, MN 55033 and legally described as the West 1/3 of Lot 1, Block 13, Town of Hastings, according to the recorded plat thereof, Dakota County, Minnesota (“the Licensed Property”).

Licensee has been granted a license under City of Hastings Ordinance Section 90.16 to operate a Sidewalk Café within an identified portion of the public sidewalk or right-of-way immediately adjacent to the Licensed Property (“Sidewalk Café License”).

As a condition of the Sidewalk Café License, Licensee must comply with the following ordinance requirements:

All sidewalk café licensees must at all times maintain commercial liability insurance covering the licensed premises and the sidewalk café area with minimum policy limits for bodily injury or death of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate and for property damage of not less than \$50,000. Proof of the required liability insurance shall be in the form of a certificate of insurance or some other form acceptable to the City Attorney and City Clerk. All liability insurance policies required herein shall name the city as any additional insured and shall provide that there shall be no cancellation of the policy for any cause, by the insured or by the insurance company, without first giving 10-days’ written notice to the city, addressed to the City Clerk. Operation of a sidewalk café or liquor sales by a licensee without required liability insurance coverage shall be grounds for immediate suspension or revocation of the license. In addition, the licensee shall indemnify and hold harmless the city, the city’s public officials, employees and agents from any loss, costs, damages and expenses arising out of the use, design, operation or maintenance of the sidewalk café. These insurance and indemnification requirements shall be memorialized in a license agreement signed by the licensee prior to the initial issuance of the sidewalk café license and upon any renewal thereof, but failure of the city and the licensee to execute such a license agreement shall not alleviate the licensee of its insurance and indemnification obligations hereunder.

LICENSEE HEREBY AGREES to be bound by the above insurance and indemnification requirements of City of Hastings Ordinance Section 90.16. Licensee shall indemnify and hold the City, the City’s public officials, employees and agents harmless from and against any and all liability, claims, demands, actions, and causes of action, including expenses and reasonable attorneys’ fees, for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, Licensee’s use of the Licensed Property and the Right-of-Way area covered by the Sidewalk Café License, or any means of ingress or egress from such premises, except liability for personal injuries, property damages, or loss of life or property caused solely by the negligence of the City. Licensee shall implement procedures to ensure no alcohol is sold or provided to minors or allowed outside of the area subject to the Sidewalk Café License.

This Agreement is a condition of the Sidewalk Café License and confers no rights or benefits upon Licensee, including the continued right to occupy or conduct business operations within the Right-of-Way. The indemnification provisions of this Agreement shall survive expiration, suspension, revocation and any other termination of the Sidewalk Café License.

Dated this ___ day of _____, 2016.

CITY

**CITY OF HASTINGS, A MINNESOTA
MUNICIPAL CORPORATION**

By: _____
Paul J. Hicks, Mayor

(SEAL)

By: _____
Julie A. Flaten,
Administrative Services Director

Dated this ___ day of _____, 2016.

LICENSEE

**RIVER INVESTMENTS, INC., A MINNESOTA
CORPORATION,**

By: _____
Tatia Nelson

Its: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2014

VI-02

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PRODUCER Prescott Insurance Agency 119 BROAD ST N PRESCOTT WI 54021-1701		CONTACT NAME: Charla J Magee PHONE (A/C, No, Ext): (715) 262-3216 E-MAIL ADDRESS: info@prescottinsurance.com FAX (A/C, No): (715) 262-4447	
INSURED Due Olives LLC DBA BELLA VISTA 101 2ND ST E HASTINGS MN 55033-1203		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance NAIC # 15350 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	CPU2095452	04/22/2015	04/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability	X	CPU2095452	04/22/2015	04/22/2016	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Hastings is listed as Additional Insured on this policy. Coverage extends to adjacent public sidewalk. As Additional Insured the City will receive at least a 10 day notice of Cancellation.

CERTIFICATE HOLDER**CANCELLATION**

City of Hastings 101 4th Street Hastings MN 55033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Charla J Magee
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