



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Julie Flaten, Administrative Services Director**  
**Date: June 1, 2020**  
**Item: Sidewalk Café License, Renewal, and Sidewalk Café Liquor License Amendments**

**Council Action Requested:**

Consider and approve a new Sidewalk Café License for Fireside Social House, Sidewalk Café Renewal License for Geek Grind, and Sidewalk Café and Liquor License Amendments for The Onion Grille, The Busted Nut, Lock & Dam Eatery, and Spiral Brewery.

**Background Information:**

Due to the COVID-19 Pandemic, on March 17, 2020 bars and restaurants were closed for inhouse dining. Beginning on June 1, 2020, bars and restaurants may reopen with outside seating. The State guidelines include a 50-customer maximum capacity, social distancing must be observed, and workers must wear masks.

At the May 18, 2020 City Council meeting, Council discussed a plan submitted by the Downtown Business Association (DBA) for more sidewalk café space. The City Council approved the extension of sidewalk cafes into parking spaces in the downtown area. This provides an opportunity for establishments with liquor licenses to remain in compliance with the requirement that the space is compact and contiguous.

As part of the expansion of premise for businesses, the above-mentioned businesses have requested to add, renew, or expand the footprint of their sidewalk cafes. This will require an amendment to their liquor licenses. Staff recommends that the approval of the amendments to these liquor licenses be effective only until November 1, 2020 so that the City will have an opportunity to assess the situation at that time and determine if the expanded areas should be continued or if the sidewalk cafés should be returned to the areas they are currently allowed to occupy.

Establishments will be required to provide proof of insurance that covers the expansion area and sign an indemnification agreement with the City of Hastings. Approvals are also conditioned on compliance with all applicable laws including all Emergency Executive Orders that apply.

**Financial Impact:**

Fees will be waived.

**Advisory Commission Discussion:**

N/A

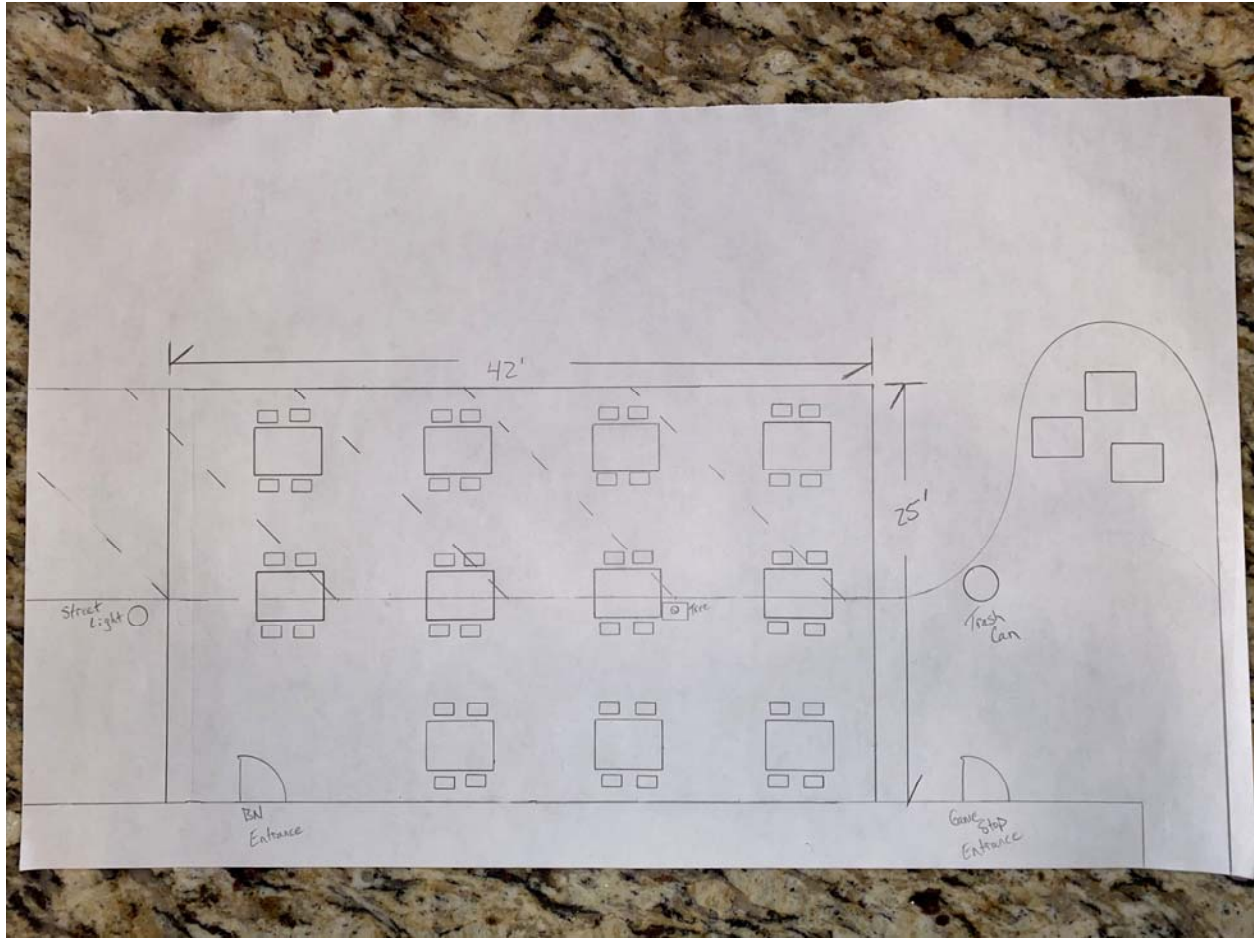
**Council Committee Discussion:**

N/A

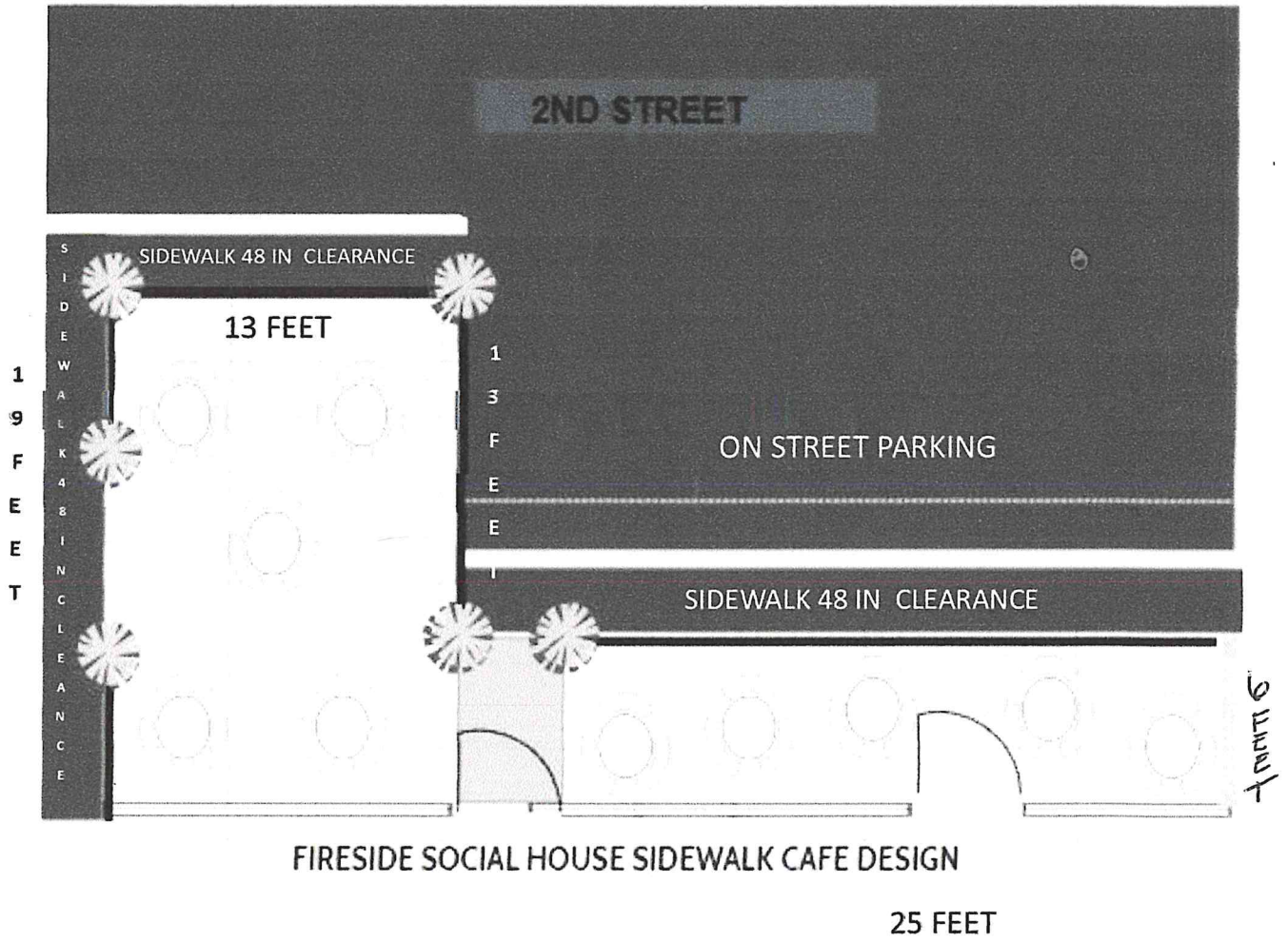
**Attachments:**

Proposed Sidewalk Café drawings/sketches

Sidewalk Café License Insurance and Indemnification Agreements



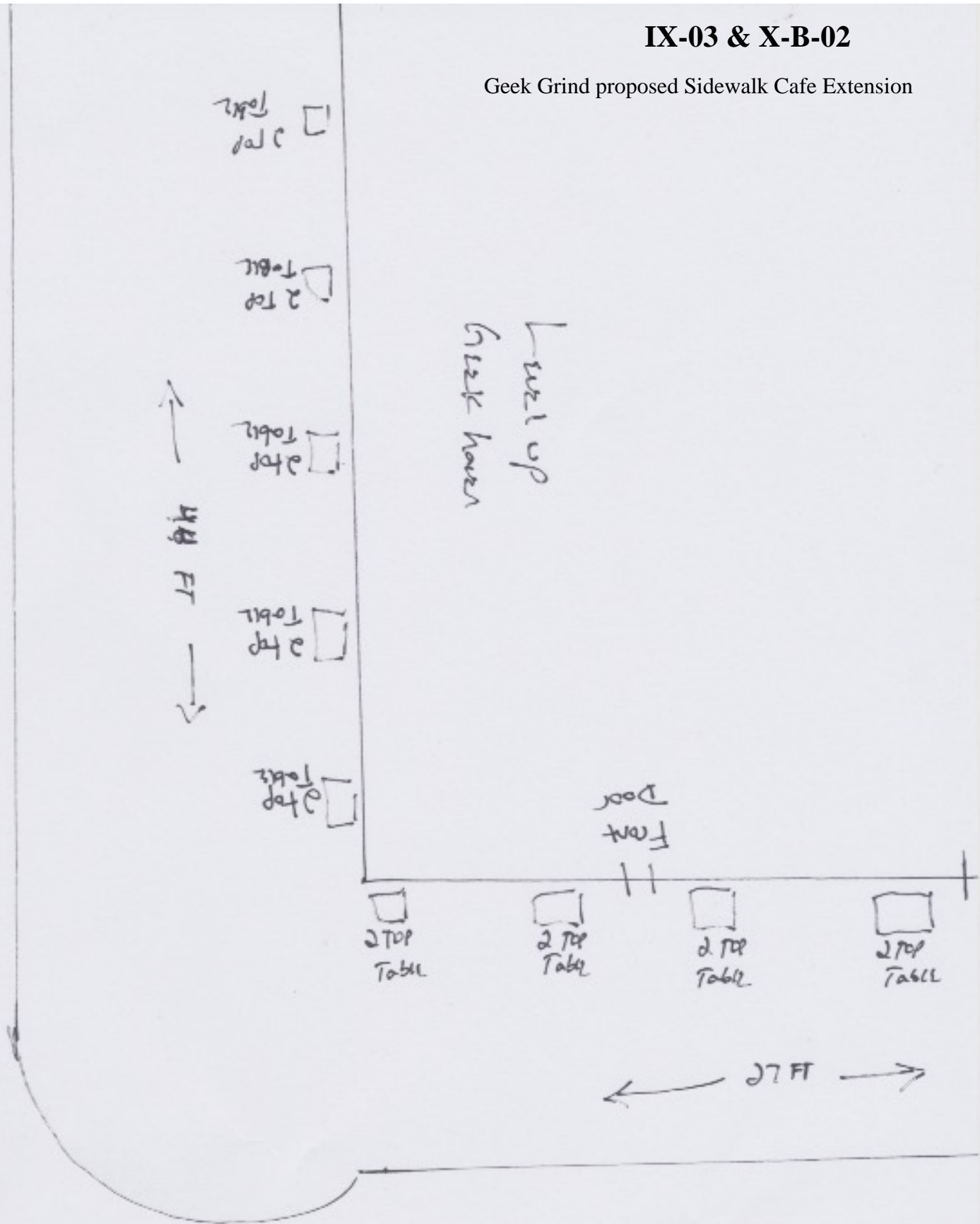
Fireside proposed Sidewalk Cafe Extension



IX-03 & X-B-02

Geek Grind proposed Sidewalk Cafe Extension

Sibley ST



L-shaped  
Geek Haven

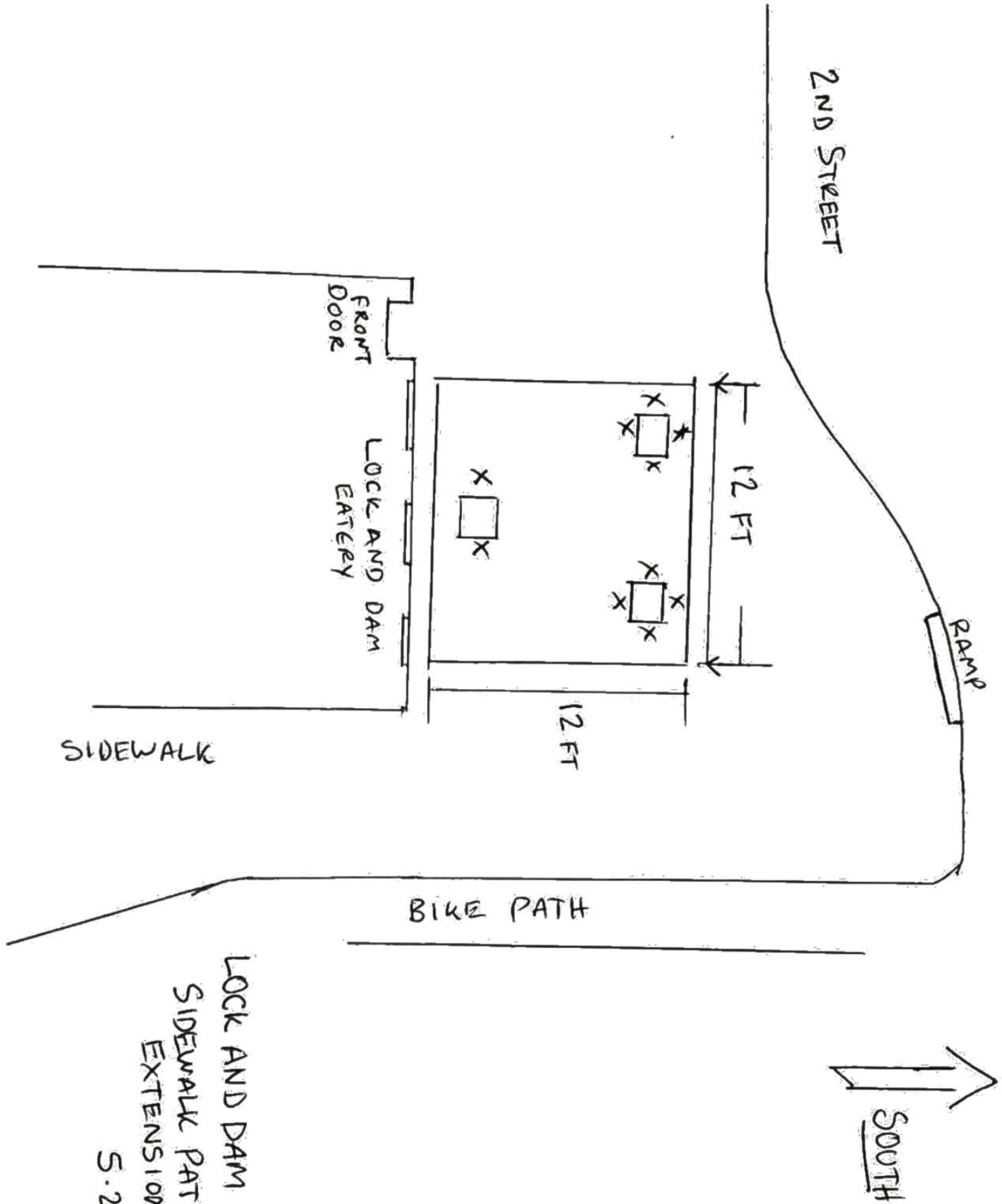
← 44 FT →

Front Door

2 Top Table   2 Top Table   2 Top Table   2 Top Table

← 27 FT →

2ND ST



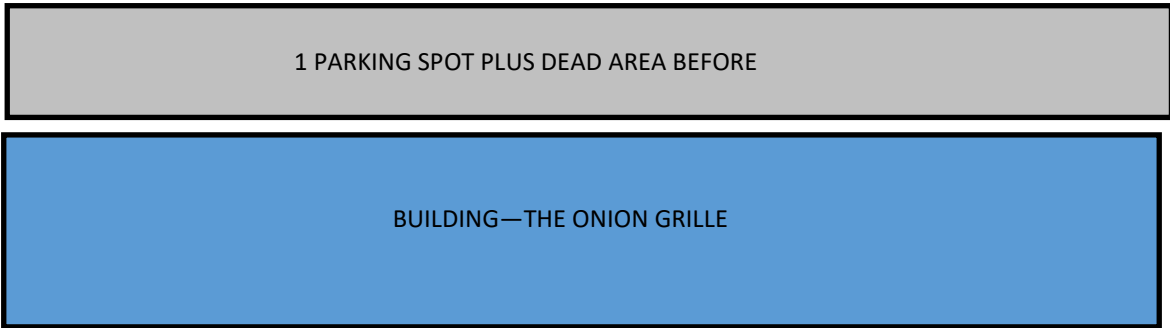
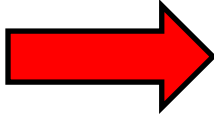
LOCK AND DAM EATERY  
SIDEWALK PATIO  
EXTENSION  
S.27.2020

THE ONION GRILLE

100 Sibley Street

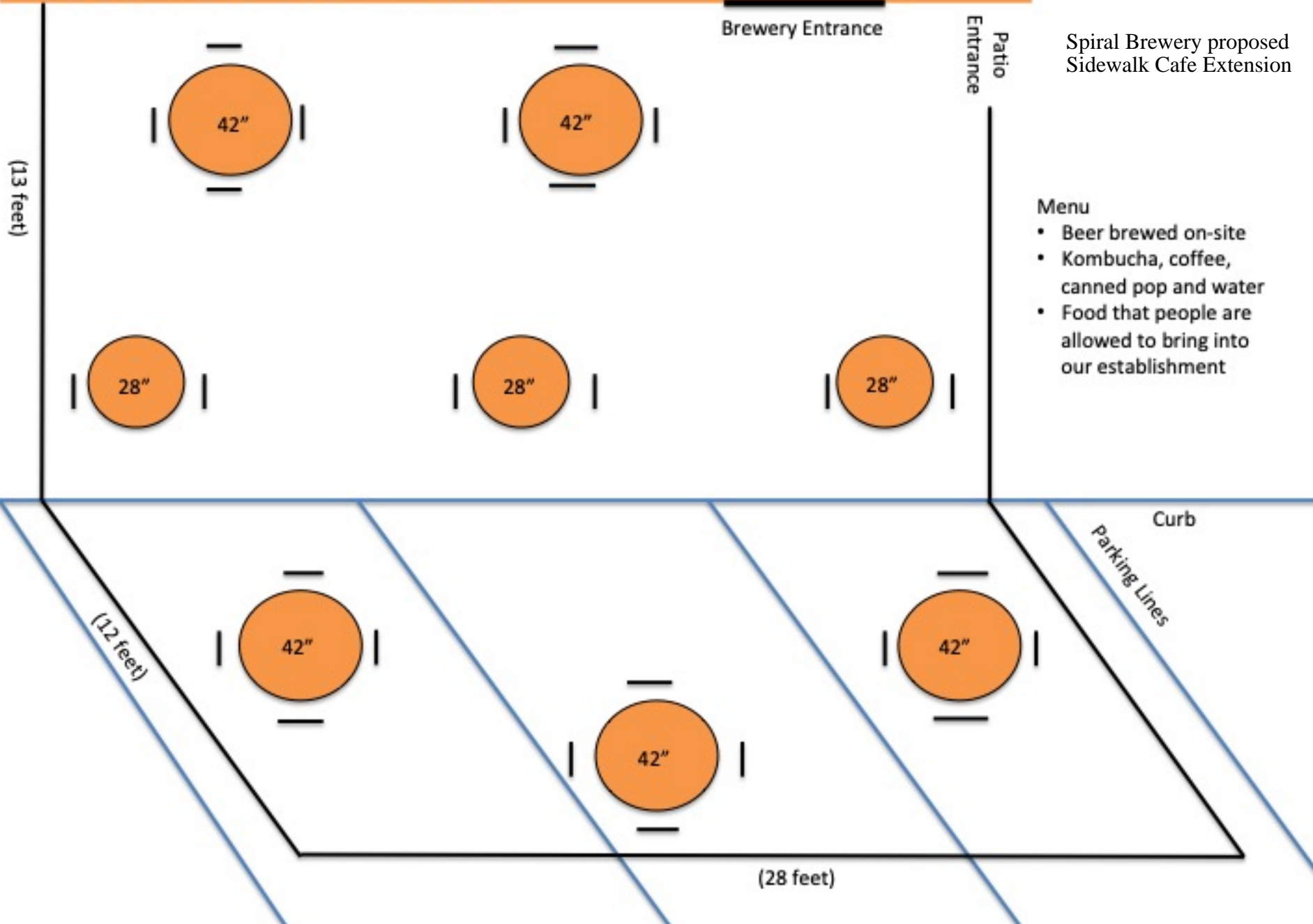
DIAGRAM FOR EXTENDED SIDEWALK CAFE

ALLEY AND SIBLEY STREET WITH  
SOUTHERN BUMP OUT



# Spiral Brewery Building

IX-03 & X-B-02



Brewery Entrance

Patio Entrance

(13 feet)

42"

42"

28"

28"

28"

### Menu

- Beer brewed on-site
- Kombucha, coffee, canned pop and water
- Food that people are allowed to bring into our establishment

(12 feet)

42"

42"

42"

(28 feet)

Curb

Parking Lines



**SIDEWALK CAFÉ LICENSE  
INSURANCE AND INDEMNIFICATION AGREEMENT**

This License Agreement (“Agreement”) is made on June \_\_\_\_, 2020, by and between the City of Hastings, a Minnesota Municipal Corporation with a business address of 101 East 4<sup>th</sup> 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 \_\_\_\_\_, 2020.

**CITY**

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

By: \_\_\_\_\_  
Mary D. Fasbender, Mayor

*(SEAL)*

By: \_\_\_\_\_  
Julie A. Flaten, City Clerk

Dated this \_\_ day of \_\_\_\_\_, 2020

**LICENSEE**

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

By: \_\_\_\_\_  
Tatia Nelson

Its: \_\_\_\_\_

**SIDEWALK CAFÉ LICENSE  
INSURANCE AND INDEMNIFICATION AGREEMENT**

This License Agreement (“Agreement”) is made on June \_\_\_\_, 2020, by and between the City of Hastings, a Minnesota Municipal Corporation with a business address of 101 East 4<sup>th</sup> Street, Hastings, MN 55033 (“the City”), and Thompson and Zeigler’s Fireside Pizza I, INC., a Minnesota corporation, doing business as Fireside Social House, having a registered office address of 108 2<sup>nd</sup> Street East, Hastings, MN 55423 (“Licensee”).

The City is owner of a platted and improved street and sidewalk right-of-way for 2<sup>nd</sup> 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 108 2<sup>nd</sup> St E, Hastings, MN 55033 and legally described as the Middle 1/3 of Lot 3, Block 13, Town of Hastings, 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 \_\_\_\_\_, 2020.

**CITY**

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

By: \_\_\_\_\_  
Mary D. Fasbender, Mayor

*(SEAL)*

By: \_\_\_\_\_  
Julie A. Flaten, City Clerk

Dated this \_\_ day of \_\_\_\_\_, 2020.

**LICENSEE**

**THOMPSON AND ZEIGLER'S FIRESIDE  
PIZZA I, INC., A MINNESOTA CORPORATION**

By: \_\_\_\_\_  
Kim Zeigler

Its: \_\_\_\_\_

**SIDEWALK CAFÉ LICENSE  
INSURANCE AND INDEMNIFICATION AGREEMENT**

This License Agreement (“Agreement”) is made on June \_\_\_\_, 2020, by and between the City of Hastings, a Minnesota Municipal Corporation with a business address of 101 East 4<sup>th</sup> Street, Hastings, MN 55033 (“the City”), and Geek Grind LLC, a Minnesota limited liability company having a registered office address of 120 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 beverage establishment from property located generally at 120 Second Street East, Hastings, MN 55033 and legally described as the East 1/3<sup>rd</sup> except the South 59 feet 9½ inches 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 \_\_\_\_\_, 2020.

**CITY**

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

By: \_\_\_\_\_  
Mary Fasbender, Mayor

*(SEAL)*

By: \_\_\_\_\_  
Julie A. Flaten, City Clerk

Dated this \_\_\_ day of \_\_\_\_\_, 2020.

**LICENSEE**

**GEEK GRIND LLC, A MINNESOTA LIMITED  
LIABILITY COMPANY**

By: \_\_\_\_\_  
Peter Maccaroni

Its: \_\_\_\_\_

**SIDEWALK CAFÉ LICENSE  
INSURANCE AND INDEMNIFICATION AGREEMENT**

This License Agreement (“Agreement”) is made on June \_\_\_\_, 2020, by and between the City of Hastings, a Minnesota Municipal Corporation with a business address of 101 East 4<sup>th</sup> Street, Hastings, MN 55033 (“the City”), and Due Olives, LLC, a Minnesota limited liability company, doing business as Lock and Dam Eatery, having a registered office address of 101 2<sup>nd</sup> Street East, Hastings, MN 55033 (“Licensee”).

The City is owner of a platted and improved street and sidewalk right-of-way for 2<sup>nd</sup> 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 2<sup>nd</sup> 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 1/3<sup>rd</sup> 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 \_\_\_\_\_, 2020.

**CITY**

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

By: \_\_\_\_\_  
Mary D. Fasbender, Mayor

*(SEAL)*

By: \_\_\_\_\_  
Julie A. Flaten, City Clerk

Dated this \_\_ day of \_\_\_\_\_, 2020.

**LICENSEE**

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

By: \_\_\_\_\_  
Jennifer Melecio

Its: \_\_\_\_\_



**SIDEWALK CAFÉ LICENSE  
INSURANCE AND INDEMNIFICATION AGREEMENT**

This License Agreement (“Agreement”) is made on June\_\_\_\_, 2020, by and between the City of Hastings, a Minnesota Municipal Corporation with a business address of 101 East 4<sup>th</sup> Street, Hastings, MN 55033 (“the City”), and Taproot, LLC, a Minnesota limited liability company, doing business as The Onion Grill, having a registered office address of 1700 Tyler Street, Hastings, MN 55033 (“Licensee”).

The City is owner of a platted and improved street and sidewalk right-of-way for Sibley 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 100 Sibley Street, Hastings, MN 55033 and legally described as the North 50 feet of Lot 8, 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 \_\_\_\_\_, 2020.

**CITY**

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

By: \_\_\_\_\_  
Mary D. Fasbender, Mayor

*(SEAL)*

By: \_\_\_\_\_  
Julie A. Flaten, City Clerk

Dated this \_\_ day of \_\_\_\_\_, 2020.

**LICENSEE**

**TAPROOT, LLC, A MINNESOTA  
LIMITED LIABILITY COMPANY,**

By: \_\_\_\_\_  
Wendy Dodge

Its: \_\_\_\_\_

**SIDEWALK CAFÉ LICENSE  
INSURANCE AND INDEMNIFICATION AGREEMENT**

This License Agreement (“Agreement”) is made on June \_\_\_\_, 2020, by and between the City of Hastings, a Minnesota Municipal Corporation with a business address of 101 East 4<sup>th</sup> Street, Hastings, MN 55033 (“the City”), and Spiral Brewery, LLC, a Minnesota limited liability company, having a registered office address of 111 2nd Street East, Hastings, MN 55033 (“Licensee”).

The City is owner of a platted and improved street and sidewalk right-of-way for 2<sup>nd</sup> 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 111 2<sup>nd</sup> St E, Hastings, MN 55033 and legally described on the attached Exhibit A (“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 \_\_\_\_\_, 2020.

**CITY**

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

By: \_\_\_\_\_  
Mary D. Fasbender, Mayor

*(SEAL)*

By: \_\_\_\_\_  
Julie A. Flaten, City Clerk

Dated this \_\_\_ day of \_\_\_\_\_, 2020.

**LICENSEE**

**SPIRAL BREWERY, LLC  
A MINNESOTA LIMITED  
LIABILITY COMPANY**

By: \_\_\_\_\_  
Amy Fox

Its: \_\_\_\_\_

**EXHIBIT A  
LEGAL DESCRIPTION**

The real property in Dakota County, Minnesota, legally described as follows:

All that part of Lot 6, Block 4, Town of Hastings, lying east of the following described parcel, to-wit: Commencing at the southeast corner of said Lot 6; thence South 89 degrees 07 minutes 41 seconds West, bearing assumed, along the south line of said Lot 6, a distance of 21.62 feet to the point of beginning of the land to be described; thence South 89 degrees 07 minutes 41 seconds W, along said south line, a distance of 22.09 feet; thence North 0 degrees 50 minutes 02 seconds West a distance of 140.00 feet to the north line of said Lot 6; thence North 89 degrees 07 minutes 41 seconds East, along said north line, a distance of 22.16 feet; thence South 0 degrees 48 minutes 22 seconds East a distance of 140.00 feet to the point of beginning.

AND

The West 11 feet of Lot 7, Block 4, Town of Hastings, Dakota County, Minnesota;