



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Paige Marschall Bigler, Recreation Program Specialist
Date: July 20, 2020
Item: Special Event Designation

Council Action Requested: Designate American Cancer Society 'Relay for Life' as a Special Event on Friday, August 7, 2020 at Levee Park.

Background Information: The American Cancer Society's event organizer is requesting use of the Rotary Pavilion, Amphitheater and surrounding area at Levee Park to host their annual Relay for Life event, which has been modified this year to adhere to COVID-19 restrictions. The event will include: live music at the Rotary Pavilion, luminary bags along sidewalks within the park, survivor tent, food tent, and a fenced in beer/wine tent on the labyrinth. The registration table and canopy will be situated within the park near the entrance of the park off Ramsey Street. The application and walking route are included for reference.

Since 2017, the American Cancer Society has held their Relay for Life event at Levee Park and it has been a success. They would like to continue to hold their event at Levee Park for 2020 and years to come. City Staff are supportive of the event with the following conditions:

- The Rotary Pavilion, Amphitheater and surrounding area shall be for the exclusive use of the Relay for Life Event during the extended parks hours of 9:00 a.m. – 11:00 p.m. on Friday, August 7th 2020 for an estimated attendance of 100-200 people. The event is open to the public.
- Event organizers have developed and submitted their COVID 19 Preparedness Plan for this event.
- Event organizers will ensure all MDH, CDC, and MN Executive orders are abided and that this event remains allowable under guidance issued for the event dates.
- Event organizers will advise participants/spectators they must maintain appropriate social/physical distance and encourage the use of masks.
- Event organizers will post social/physical distance signage in the event space.
- All vendors must obtain a vendor license prior to the event, the cost of the licensure is the responsibility of the event organizer or vendor. Licenses can be obtained through the Deputy City Clerk at Hastings City Hall.
- Relay for Life has applied for a Temporary Liquor License for 2nd Street Depot to sell beer and wine. Hastings Public House has a catering permit to sell food at the event.
- The beer/wine tent will be enclosed with a controlled entrance where trained volunteers/staff will check ID and issue a wrist band. Access points to the enclosed

beer/wine serving area must be staffed with security personnel at all times during the service hours. Security personnel need not be uniformed but must wear some type of shirt or outerwear that identifies them as security. Security personnel may be employees of the events' liquor license or volunteer staff from the Organization.

- On the attached map, event organizers indicate the Relay for Life walk utilizing a portion of the Mississippi River Trail. They do not need the trail closed as walkers will be in small sporadic groups, allowing for general use of the Trail to continue.
- The City restroom facilities will remain open during the event and will be serviced by Parks & Recreation staff Friday afternoon. Arrangements will be made by event organizers to periodically check the condition of the facilities; extra supplies will be provided and event staff will re-stock and clean as necessary during the event.
- Portable toilets are recommended to be placed on-site to alleviate over-use of the indoor bathrooms.
- It is required to work with a hauler for trash and recycling containers on-site. Containers must be paired side-by-side and visually labeled as Trash and Recycling. All garbage generated from the event will be hauled off site by event organizers coordination with their hauler.
- Any tent or additional "structures" used within the park will need to be anchored with weights. No stakes due to underground irrigation, electrical and bedrock.
- A pre-event meeting will be conducted with event organizers and P&R staff no less than 1 week prior to the event date via phone or in person. Remaining logistics will be worked through at this meeting.
- Event organizers agree the site will be left in at least the condition it was pre-event.
- Liability Insurance certificate listing the City of Hastings as additionally insured has been provided to City Staff.
- No unauthorized vehicles on City trails or parked in Levee Park.
- All event supplies and equipment will be removed by event organizers directly following the end of the event.

Financial Impact:

This event, although requesting designation as a Special Event, will also be subject to a Park Rental Fee in accordance with the City's fee schedule for exclusive use of areas:

- Rotary Pavilion, Amphitheater and surrounding area (tax exempt): \$300.00
- Labyrinth area: \$35.00
- Total Charges: \$335.00

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

- Relay for Life - Special Event Permit Application
- Relay for Life – Event Map
- Written permission from private land owner
- Preparedness Plan & Signed Waiver



SPECIAL EVENT PERMIT APPLICATION

ADHERE TO COVID-19 GUIDELINES. The User represents & confirms that all requirements of the City and State of Minnesota related to COVID-19, including, but not limited to, Governor's Executive Order & State Agency Guidance, have been included in the User's COVID-19 Preparedness Plan which will be implemented and enforced while using any Facility in accordance this Agreement. User is responsible for monitoring & updating their COVID-19 Preparedness Plan should the requirements of the City or State of Minnesota be altered, updated, or otherwise changed.

General Event Information			
Event Name:			
Name of Event Coordinator:		Home Phone: ()	
		Work Phone: ()	
Name of Organization /Business Hosting Event:		Cell Phone: ()	
		E-mail:	
Mailing Address:		Website:	
On Site Contact Name:		On Site Contact Cell Phone: ()	
Type of Event (mark all that apply): Downtown Event Race/Run/Walk Concert/Performance Fundraiser			
Other:			
Date(s) Requested:			
Date	Day of Week	Time	
		am/pm to am/pm	
		am/pm to am/pm	
		am/pm to am/pm	
Is this event: <input checked="" type="checkbox"/> Open to the public Private		Will this be an annual event? Yes <input checked="" type="checkbox"/> No	
Has this event been held in another City? Yes No			
If yes, when was it held and where? _____			
Will an admission fee be charged? Yes No		Will donations be accepted? Yes No	
What will proceeds from the event be used for?			
Anticipated Attendance: Total Per Day			
Will there be a tent(s) at the event? Yes No		If yes, how many and how big?	

Event Location Information
Location of the event (including the starting line, finish line and staging/disbanding areas):
List of any City parks/facilities to be used for the event:
Number of vehicles expected at the event:
Describe where participants will park:

If the event will take place on private property, has approval been obtained from the property owner(s)?	
Yes	No
Please include a site plan for the event location that show the location of the starting line, finishing line, staging areas, tents, vendors, parking areas, sound amplification equipment and any other areas that will be setup as part of the event.	
Recycling and Trash are required for collection at all events with waste. Recycling and Trash must follow the Best Management Practices including: paired and labeled containers. Questions? Please contact our City Recycling Coordinator 651-480-6182	
Will your event generate waste? If yes, we recommend contacting a Hauler for bins and waste pick-up.	
Yes	No

Event Route Information		
Does the event propose to require the use of any public right of way (crossing or traveling within)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
List all public right of way that will be used during the event:		
City Streets _____		
Trails/Sidewalks _____		
County Roads _____		
State Road _____		
Other Right of Way _____		
Have you received approval for the use of any County or State right-of-way?	Yes	No Not applicable
Does the route require the closing or partial closing of any streets, intersections or crossings?	Yes	No
If yes, please describe: _____		

(The City of Hastings reserves the right to require street closings)		
Please include a detailed map showing the proposed route. The route map must show what roadways, trails and sidewalks will be used and the direction the participants will travel. All street names must be clearly labeled.		

Event Safety Information		
Number of volunteers assisting with the event:		
Do you have a contingency plan if volunteers don't show up?	Yes	No
If yes, please summarize: _____		

Is the promoter aware of any problems that may arise during the event?	Yes	No
If yes, please summarize: _____		

Have arrangements been made for emergency medical services?	Yes	No
If yes, please summarize: _____		

Will alcohol be served or sold at the event?	No	Yes (a temporary beer or liquor license is required)
Will there be a raffle or other regulated gambling activity at the event?	No	Yes (a temporary gambling permit is required)
Will the event include the sale of any products or services?	No	Yes (please provide a list of your approved event vendors):

Will the event include the sale of any food or beverages?	No	Yes (health department permits are required, please provide a list of your approved food vendors):

Event Signage and Sound Information

Please include a route map detailing where all DIRECTIONAL signage will be placed for the event.

Please include a map detailing where all signs ADVERTISING the event will be placed.

Will any sound amplification equipment be used at the event? Yes No
If yes, please describe where in the event area the equipment will be used and what time the equipment will be used:

Insurance Information

Insurance coverage shall be maintained for the duration of the event with a minimum \$1,000,000 combined single limit and a minimum \$2,000,000 aggregate limit. If food or non-alcoholic beverages are sold or provided at the event the insurance policy shall also include an endorsement for product liability in an amount not less than \$1,000,000. Proof of insurance coverage must be provided at least 5 days prior to the event.

I have read and agree to all ordinances and rules associated with this special event permit. I certify that the answers are true and correct to the best of my knowledge.

Linda Kampa

Signature

Date

Please return completed form to Paige Marschall-Bigler at pmarschall@hastingsmn.gov or mail in to Parks Department 920 10th St W, Hastings MN 55033. Call 651-480-6182 with any questions.

OFFICE USE ONLY

Date application submitted: _____

Date application approved by CC: _____

Required resources:

- Police Reservists: _____

- Equipment: _____

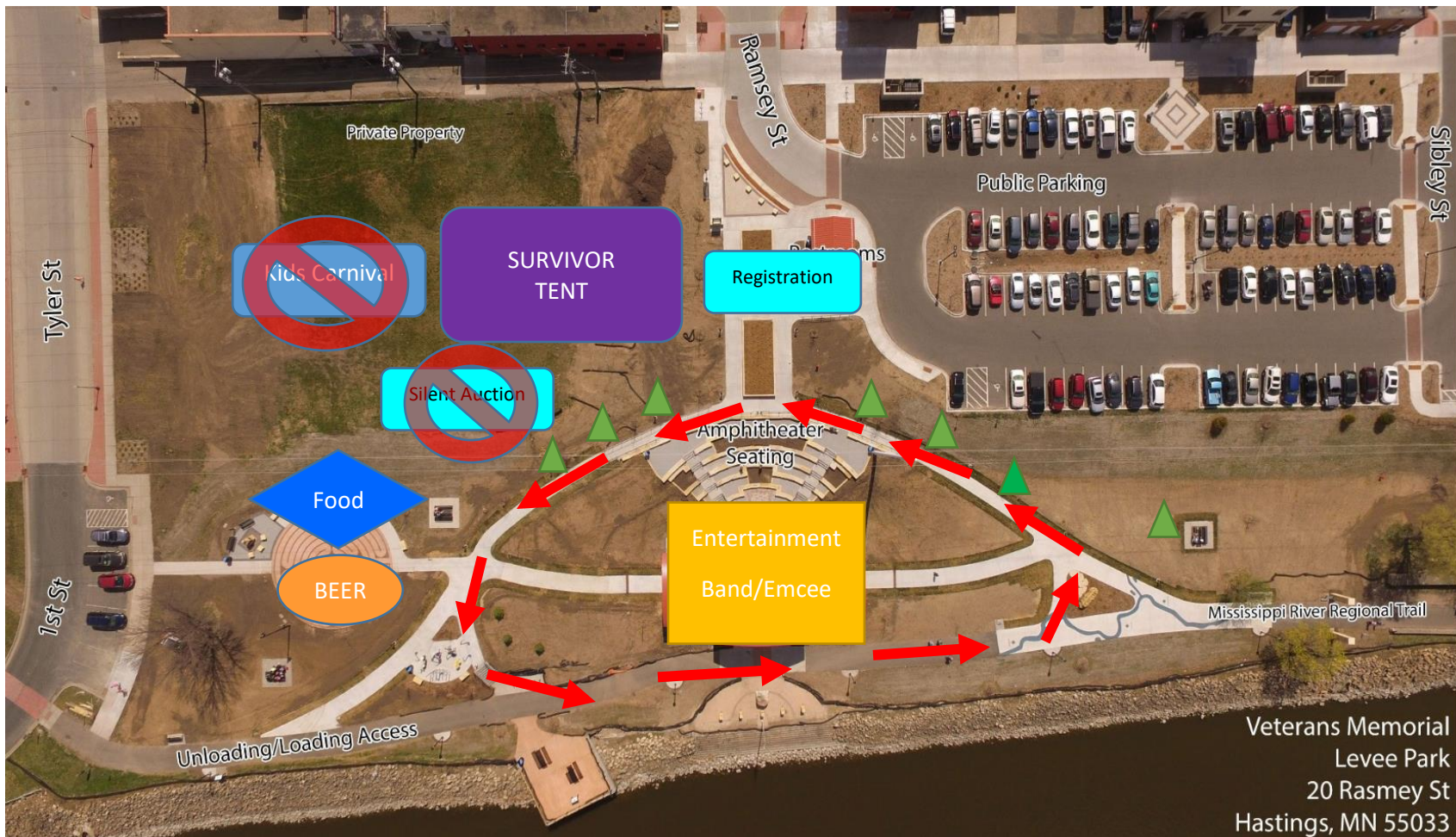
- City staff: _____

Insurance information received: _____

Licenses/permits obtained: _____

RELAY FOR LIFE OF HASTINGS, MN

Levee Park



Veterans Memorial
Levee Park
20 Rasmey St
Hastings, MN 55033

 = Walking Route



To: Kampa, Linda L <Linda.Kampa@allina.com>
Cc: Bobbi Abdo (r.abdo@mchsi.com) <r.abdo@mchsi.com>
Subject: RE: Levee Park Land Usage

Linda,

This should work. In addition to the cleanup and insurance certificate, all I ask is if credit for contributors are recognized, that my wife Bobbi and I also be on the list.

Thanks,

Bob

From: Kampa, Linda L [<mailto:Linda.Kampa@allina.com>]
Sent: Monday, January 13, 2020 6:02 AM
To: Bob Abdo <RAbdo@lommen.com>
Cc: Bobbi Abdo (r.abdo@mchsi.com) <r.abdo@mchsi.com>
Subject: Levee Park Land Usage

Dear Mr. Abdo,

My name is Linda Kampa and I am the Volunteer Event Lead for Relay For Life of Hastings. This is a team event to fight cancer sponsored by the American Cancer Society. This year's 26th annual event takes place Friday August 7, 2020 from 6pm – 11pm (although setup will begin around 9am).

I am writing you to ask for the use of your land adjacent to Levee Park again this year at our event. Last year you allowed us the use of your land and things worked out beautifully and we thank you very sincerely for that. I understand you may want an insurance certificate and we are happy to provide this to you.

Your assistance would so greatly appreciated for such an important event.

I look forward to hearing from you!!

Sincerely,

Linda Kampa, *Volunteer Event Lead*

Relay For Life, Hastings, MN

*Never doubt that a small group of thoughtful,
committed citizens can change the world;
indeed, it's the only thing that ever has.*

~ Margaret Mead

This message contains information that is confidential and may be privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail and delete the message.

Our plan for a safe and physically distanced event.

1. We have cancelled all kid-specific events such as bouncy house, face painting, blow up chair, etc.
2. Teams will be separated into their own "area" and asked to distance themselves within that area by family clusters.
3. Food will be served and waiting lines will be clearly marked to allow for 6' between each person.
4. Spectator area will be clearly marked for people just listening to music in the seating area.
5. Tables under the tent will be a minimum of 6' apart and will be clearly marked to be used by family / friend units.
6. We have cancelled our in-person silent auction, opting for an online version.
7. We will have a plan to allow only one team at a time on our "walking path".
8. Survivors for the survivor lap will be spaced out a minimum of 10'.

**Paige, I am waiting to hear back from Bob Abdo. He was on board, but my computer crashed at work and I had to email him again.

Linda Kampa, Event Lead
Relay For Life of Hastings, Party on the River



Waiver, Release, and Indemnification Agreement

This Waiver, Release and Indemnification Agreement (“Agreement”) is entered into between the City of Hastings (“City”) and _____ (“User”) for use of the following City facilities: _____ (“City Facilities”) by the User for the following events and/or activities: _____.

THIS IS A WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT. THE USER MUST READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

User is using certain City Facilities for Events and Activities and prior to such use, City requires the release and indemnification of the City as set forth in this Agreement;

NOW, THEREFORE, in consideration for being permitted to use the City Facilities and engage in the above-described Events and Activities on the City’s property, User and its members, participants, representatives, servants, agents, successors, predecessors, assigns, employees, invitees, guests, officers, and directors (collectively referred to herein as “User”) hereby acknowledge, represent, and agree as follows:

- (1) User agrees to comply with all rules, regulations, policies and guidelines for use of City Facilities, including those related to COVID-19.
- (2) The User represents and confirms that all requirements of the City and State of Minnesota related to COVID-19, including, but not limited to, Governor’s Executive Order(s) and State Agency Guidance, have been included in the User’s COVID-19 Preparedness Plan which will be implemented and enforced while using any City Facility in accordance this Agreement. User is responsible for monitoring and updating their COVID-19 Preparedness Plan should the requirements of the City or State of Minnesota be altered, updated, or otherwise changed.
- (3) User understands that the use of the City Facilities and the participation in the above-described Events and Activities may involve risk of injury, loss, or damage to the participants and/or third parties. The User acknowledges that such risks may include, but are not limited to, bodily injury, personal injury, sickness, disease, including exposure to COVID-19, death, and property loss or damage. By executing this Agreement, User assumes all such risks.
- (4) By signing this Agreement, User does hereby expressly assume all risk of injury, exposure to illness, including COVID-19, loss, or damage to User, its organizers, participants, members, spectators, invitees, agents, volunteers, vendors, contractors, employees, and guests, and any third parties, arising out of or in any way related to the above-described Events and Activities or use of the City Facilities, whether or not caused by the act, omission, negligence, or other fault of the City, its officers, officials, agents, contractors, servants, or employees, or by any other cause.

- (5) By signing this Agreement, User hereby excepts, releases, discharges and holds harmless the City, its officers, officials, agents, contractors, servants, employees, and insurers, from any and all claims, demands, and actions for such injury, loss, or damage to persons or personal property suffered by User, its organizers, participants, members, spectators, invitees, agents, volunteers, vendors, contractors, employees, and guests, and any third parties, arising out of or in any way related to the above-described Events and Activities or use of the City Facilities, whether or not caused by the act, omission, negligence, or other fault of the City, its officers, officials, agents, contractors, servants, or employees, or by any other cause. This waiver does not apply to any injuries or damages that are the result of any willful, wanton, or intentional misconduct by the City.
- (6) By executing this Agreement, User acknowledges that it has read this entire Agreement, understands and agrees to its content, has explained it to the members of its organization, if any, and signs it as a free and voluntary act, on behalf of its organization having had an adequate opportunity to consider its terms and conditions. The User understands that entering into and signing this Agreement affects the User's legal rights and results in the User giving up or waiving certain legal rights.

Organization (*if applicable*)

Date

Printed Name

Signature