



City Council Memorandum

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

Council Action Requested: Designate Jan's School of Dance rehearsal and recitals as a Special Event with the following conditions.

Background Information: Jan's School of Dance is requesting to hold a dance rehearsal and recitals at Levee Park on Friday, July 31st through Sunday August 2nd 9:00 a.m. – 10:00 p.m. This event requires admission and the defined park space will be closed the general public. City Staff are supportive of the event with the following conditions:

- The identified event space including the Rotary Pavilion, Amphitheater and surrounding green space shall be for the exclusive use of Jan's School of Dance during the hours of 9:00 a.m. – 10:00 p.m. on Friday, July 31st, Saturday, August 1st and Sunday, August 2nd for up to 250 people. The remainder of the Park space will be open for public use.
- The Regional Trail will remain open for public use.
- 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 cordon off their defined event area, large enough to follow social distancing guidelines with the current maximum attendance of 250 people per the current Executive Order 20-74.
- 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.
- Event organizers will advise spectators they must maintain appropriate social/physical distance and encourage spectators to wear masks.
- Event organizers will post social/physical distance signage in the viewing areas.
- Event organizers are responsible for all equipment and supplies left overnight and when shows are not taking place.
- If City sound equipment is required, event organizer must work with Parks Department authorized sound technician and must be stored in locked building when not in use. City staff provided contact information to event organizers.
- Portable toilets are recommended to be placed on-site to alleviate over-use of the indoor bathroom facility.
- Additional trash and recycling containers are recommended to be coordinated by Event Organizers on-site if event anticipates overflow. Containers must be paired side-by-side and visually labeled as Trash and Recycling. All overflow garbage/recycling generated from the event will be hauled off site by event organizers.
- 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.
- 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.

Financial Impact:

This event is subject to a Park Rental Fees in accordance with the City's fee schedule for exclusive use of areas:

- Rotary Pavilion, Amphitheater and surrounding area, 3-day rental: \$900.00
- Tax: \$64.14
- Total Charges: \$964.14

Advisory Commission Discussion:

N/A

Council Committee Discussion:

None

Attachments:

- Jan's School of Dance Special Event Permit Application
- Map and Explanation
- 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 with 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: <u>Jan's School of Dance 2020 Recital</u>			
Name of Event Coordinator: <u>Jan Tripp, President</u>		Home Phone: <u>651 437-1581</u>	Work Phone: <u>()</u>
Name of Organization / Business Hosting Event: <u>Jan's School of Dance, Inc</u>		Cell Phone: <u>651 399-0483</u>	E-mail: <u>jan.pirouette@comcast.net</u>
Mailing Address: <u>2610 Industrial Ct.</u>		Website: <u>jansschoolofdance.com</u>	
On Site Contact Name: <u>Jan Tripp</u>		On Site Contact Cell Phone: <u>(651) 399-0483</u>	
Type of Event (mark all that apply): Downtown Event <input type="checkbox"/> Race/Run/Walk <input type="checkbox"/> Concert/Performance <input checked="" type="checkbox"/> Fundraiser <input type="checkbox"/> Other: <input type="checkbox"/>			
Date(s) Requested: <u>7/31 → AUGUST 4</u>			
Date	Day of Week	Time	Total Hours
<u>July 31, 2020</u>	<u>Friday</u>	<u>9 am/pm to 10 am/pm</u>	<u>11 hrs</u>
<u>August 1, 2020</u>	<u>Saturday</u>	<u>9 am/pm to 10 am/pm</u>	<u>11 hours</u>
<u>August 2, 2020</u>	<u>Sunday</u>	<u>9 am/pm to 10 am/pm</u>	<u>11 hours</u>
Is this event: <input checked="" type="checkbox"/> Open to the public <input type="checkbox"/> Private		Will this be an annual event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has this event been held in another City? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, when was it held and where?	
Will an admission fee be charged? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Will donations be accepted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
What will proceeds from the event be used for? <u>Expenses / Profit</u>			
Anticipated Attendance: Total <u>250</u> Per <u>show</u> - <u>6 shows + 1 dress rehearsal!</u>			
Will there be a tent(s) at the event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If yes, how many and how big? <u>2-3 (20' x 30')</u>	

Event Location Information

Location of the event (including the starting line, finish line and staging/disbanding areas): <u>Levi Park Pavilion & Amphitheater & surrounding area</u>	
List of any City parks/facilities to be used for the event: <u>see above</u>	
Number of vehicles expected at the event: <u>2</u>	
Describe where participants will park: <u>Downtown Parking Areas / Streets</u>	
<u>→ August 3, 2020 Monday</u>	<u>9 AM → 10 pm 11 hrs (RAIN DAY)</u>
<u>August 4, 2020 Tuesday</u>	<u>9 AM → 10 pm 11 hrs. (RAIN DAY)</u>
<u>(Monday + Tuesday will not be needed unless a show is rained out)</u>	

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

normal trash

Event Route Information

Does the event propose to require the use of any public right of way (crossing or traveling within)? Yes 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. N/A

Does not apply.

Event Safety Information

Number of volunteers assisting with the event: 10

Do you have a contingency plan if volunteers don't show up? Yes No

If yes, please summarize: our teachers will replace volunteers

Is the promoter aware of any problems that may arise during the event? Yes No

If yes, please summarize: we are fully dependant on your electrical * ability to run show.

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):

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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:
Under pavillion before & during shows.

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.

Jan Tripp, President
Signature

6-29-2020
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: _____

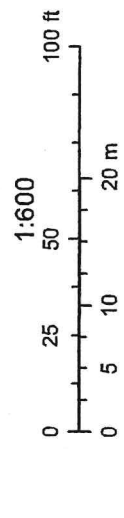
Insurance information received: _____

Licenses/permits obtained: _____

* All social distanced

Levee Park - Defined Event Space
29,918 square feet

JAN'S SCHOOL OF DANCE
Jan Tripp 651-399-0483



- 1- Dressing Tent
- 2- On Deck Tent
- 3- Pick up Tent
- 4- Social Distance chairs

July 9, 2020

Site Map Explanation-Jan's School of Dance, Inc.

Jan Tripp
651-399-0483

The diagram shows 4 main areas for our site plan. Upon admission, those with tickets will proceed to the standard seating area, grassy areas on either side or the chairs set up in front of the stage.

When it comes time to prepare for their dance, dancers will proceed to tent #1(cement area with picnic table).

When dressed and ready they will proceed to tent 2 with their group, all while social distancing.

They will dance on the stage then proceed to tent 3 for pick-up by their parents. Those dancers performing again during the recital will return to tent 1 by using the Regional Trail path, or they can return to the admission entrance and be readmitted if they have a ticket.

Non-ticketed persons are not allowed in the Basic Admission area. We plan on using "caution tape" to signify this "Basic Admission Area".

Tents will be 20' by 30'.

We expect speakers and the sound equipment to be on the side of the stage-the sound techs will decide that.

Jan's School of Dance, Inc. Covid-19 Plan

We intend to comply with all MDH regulations regarding outdoor entertainment venues.

Pursuant to current MN Health guidelines the Amphitheater Area will be limited to 250 people.

The audience will be socially distanced by family, in 3 areas: formal seating, grassy areas on either side of stage and chairs set up in front of the stage. A worker will monitor the social distancing.

Workers and teachers will be **required** to wear masks.

The audience, including dancers not dancing, will be **strongly encouraged to wear masks.**

Dancers will bring their own bags with their own hand sanitizer and labelled water bottle.

Tickets will be passed out prior to the show. They will be shown and kept by the ticketholder. We expect very few tickets to be sold on-site.

While standing in line to enter, families will be asked to socially distance. Upon reaching the ticket booth they will be asked if they have read the **POSTED SIGN of COVID-19 SYMPTOMS** based upon the Mayo Clinic questions.

They then will be admitted to the Amphitheater areas and required to socially distance.

Dancers that are not ticketed will not be admitted. They will be directed to the large shade tree and staging tent. All tents will be monitored by a worker for social distancing issues.

Between shows we will disinfect the stage flooring, the chairs, sound system, and the ticket table area.

Any questions please contact Jan Tripp: 651-399-0483



Waiver, Release, and Indemnification Agreement

This Waiver, Release and Indemnification Agreement ("Agreement") is entered into between the City of Hastings ("City") and Janis School of Dance ("User") for use of the following City facilities: Levi Park Amphitheater ("City Facilities") by the User for the following events and/or activities: 2020 Dance Recital → and bathrooms

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.

Jan's School of Dance, Inc June 25, 2020
Organization (if applicable) Date

Jan Tripp, President
Printed Name

Jan Tripp, President
Signature