



## City Council Memorandum

**To: Mayor Fasbender & City Councilmembers**  
**From: Paige Marschall Bigler, Recreation Program Specialist**  
**Date: November 6, 2023**  
**Item: Special Event Request – Holiday Train**

**Council Action Requested:** Designate Saturday, December 9<sup>th</sup> as a Special Event for the Holiday train hosted by the Canadian Pacific Railroad.

### Background Information:

Hastings Family Service, on behalf of Canadian Pacific Railroad, submitted the Special event Application for the Holiday Train event. The Holiday Train will stop on 2<sup>nd</sup> St. tracks near the Train Depot. The goal of the event is to raise donations for Hastings Family Service Food Shelf. City staff are supportive of the 2023 event with the following conditions:

The areas identified on the attached map shall be for the use of the Holiday Train event beginning at 8:00 p.m. Sunday, December 9<sup>th</sup> 2023

- City Staff will provide type II barricades, caution tape, and city vehicles to close the area of use for safety during the Holiday Train stop.
  - Barricades East & West on 2<sup>nd</sup> Street Railroad tracks, set 20 feet back
  - Caution tape on North and West side of tracks
  - City vehicle barricades and reserve officer West and East on 2<sup>nd</sup> Street between Tyler and Lea St.
- The Hastings Police Department will provide support for traffic management; availability of reservists is not guaranteed.
- The Parks and Recreation Department will provide four portable bathrooms near Depot Park
- City garbage and recycling downtown will be emptied before and after the event by City staff.
- Any other reasonable conditions as determined by staff during event.

### Financial Impact:

- None

### Advisory Commission Discussion:

- None

### Council Committee Discussion:

- None

### Attachments:

- Special Event Application
- Event Map

# Special Event Permit Application

Parks & Recreation Department  
920 10<sup>th</sup> Street West  
Hastings, MN 55033  
651-480-6175



VIII-06

A Special Event Permit is required for events who wish to exclusively use City Property and/or require City services to ensure safety and coordination. A Special Event is defined as any race, concert, community celebration, fundraiser, dance, car show, large assembly, or other Special Event on City property that has received City Council approval. Please see our Special Event Policy for additional information at [www.hastingsmn.gov](http://www.hastingsmn.gov)

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## APPLICATION CHECKLIST:

Application must be submitted at least sixty (60) days prior to the event.

It is our goal to provide event organizers guidance in planning safe and successful events.

- Special Event Permit Application
- Site Map of Proposed Areas of Impact
  - Run/Walk Routes, Parade Routes, Downtown Event, Concert/Performance Staging, etc.
- Certificate of Insurance
  - Please see section regarding insurance on page 8.

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## APPLICATION PROCESS:

- Submit the completed application packet to the Parks & Recreation Department.
- Allow 14 business days after application has been received for review.
- If additional information is required, the applicant will be contacted by City Staff.
- Once initial review is complete, all supporting documents must be submitted by event organizer.
- Once all queries are concluded, the application must go before City Council for final approval.
- Throughout the City Staff review process, the Event Coordinator will work with the Deputy City Clerk for additional required licensing in conjunction with the event.

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## CONTACT INFORMATION:

**Paige Marschall Bigler**, Recreation Programming Specialist  
[pmarschall@hastingsmn.gov](mailto:pmarschall@hastingsmn.gov)  
651-480-6182

- Special Event Application
- Park Rentals

**Emily King**, Deputy City Clerk  
[eking@hastingsmn.gov](mailto:eking@hastingsmn.gov)  
651-480-2343

- Additional Licensing
  - Mobile Food Units, Temporary Liquor Licensing, Temporary Gambling Licensing, Temporary Vendors



**Portable Restrooms**

Event Organizers are responsible for the event cleaning of existing on-site portable restrooms as well as the rental and fees associated of any additional portable restrooms and/or hand-washing stations with a vendor of their choice to support their event. Use of these items may require the Event Organizers to meet ADA Regulations. *(Please indicate location(s) of portable restrooms on Site Plan / Map)*

Company Name:

Contact Phone Number & Email:

**Waste Removal**

Event Organizers are responsible for arranging the removal of all waste related to the event and related fees. This includes but is not limited to, emptying of trash bins and removal of waste from the event site. Event organizers must work with a vendor to support their event. *(Please indicate location(s) of waste removal bins on Site Plan / Map)*

- All paper and cardboard, cartons, glass bottles and jars, metal cans, and plastics labeled #1, #2 and #5 must be properly sorted and placed in conveniently located recycling containers (within 10 feet of trash containers).
- The City of Hastings has portable recycling and trash containers that can be checked out free of charge.
- Educate all event staff, volunteers, event vendors, and housekeeping/custodial contractors using the enclosed Recycle Right Guide.

Company Name:

Contact Phone Number & Email:

**Organics**

1. Will the event have at least 300 attendees?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2. Will the event generate at least 1 ton (8 cubic yards) of trash per location (e.g. each sporting tournament location)?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3. Will the event generate food scraps back-of-house (e.g. non-public food-prep areas)?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**If yes to all three organics criteria, the event is required to collect food scraps.**

.....  
Please contact the Solid Waste & Recycling Coordinator, Violet Penman,  
violet.penman@rosemountmn.gov or 612-268-9097 to discuss the following:

What will vendors use for back-of-house food scraps collection? *Dakota County has collection resources available.*

How are food scraps collected from vendors for delivery to an organics facility?

Is there an admission fee?      _____ Yes <u>x</u> _____ No
What is the anticipated attendance? 500-1000
What was the previous year's attendance? 500
Where will the event be located? 2nd Street between Tyler and Lea Street _____ _____
A Park Rental Permit is required for events located within a City Park. Contact the City of Hastings Parks and Recreation Department for park facility availability information: 651-480-6175.

**Event Set-Up and Tear Down**

How many days will your organization require to:    Set-Up: <u>1</u> Tear Down: <u>1</u>	
Event Set-Up Date: <u>12/09/2023</u>	Event Set-Up Time: <u>7 pm</u> to <u>8pm</u>
Event Start Date: <u>12/09/2023</u>	Event Start Time: <u>8:00 pm</u>
Event End Date: <u>12/09/2023</u>	Event End Time: <u>10 pm</u>
Event Tear Down Date: <u>12/09/2023</u>	Event Tear Down Time: <u>10 pm</u> to _____

**Staging Details**

The following items will be used at the event (please mark all that apply):

Amplified Sound / Music / Live Entertainment     
  Tents/Canopies     
  Stage(s)

Other The train will stop on the tracks with music

If any of the above items will be used, please indicate their location on your attached Site Plan / Map. Use of the above items may require the Event Organizer to meet ADA Regulations.

**Parking Details**

Please describe Public Parking Arrangements for attendees, staff & volunteers. *(Please indicate location(s) on Site Plan / Map)*

Public parking lots and 2nd street parking will be available for the attendees. Only a small section of the street will be closed on either side of the tracks.

\_\_\_\_\_

\_\_\_\_\_

**Street Closures**

Please keep in mind that streets/sidewalks must be closed from intersection to intersection; street cannot be closed mid-block. Event Organizer is responsible for posting Temporary 'No Parking' signs according to requirements.

Please list the streets/sidewalks, from intersection to intersection; you are requesting to close for your event. Your Site Plan/Map must show all streets and closures. Street closures are subject to review and approval by the Hastings Police and Public Works Departments.

Space is provided for four (4) entries. If you need more space, please attach an additional sheet of paper with the requested information.

- (1) Street Name: 2nd Street E  
 From (cross street): Tyler Street  
 To (cross street): Lea Street  
 Type of Closure:  Street Closure       Sidewalk Closure  
 Closure Start Date: 12/09/2023      Closure Start Time: 6:00 pm  
 Closure End Date: 12/09/2023      Closure End Time: 10:00 pm
- (2) Street Name: \_\_\_\_\_  
 From (cross street): \_\_\_\_\_  
 To (cross street): \_\_\_\_\_  
 Type of Closure:  Street Closure       Sidewalk Closure  
 Closure Start Date: \_\_\_\_\_      Closure Start Time: \_\_\_\_\_  
 Closure End Date: \_\_\_\_\_      Closure End Time: \_\_\_\_\_
- (3) Street Name: \_\_\_\_\_  
 From (cross street): \_\_\_\_\_  
 To (cross street): \_\_\_\_\_  
 Type of Closure:  Street Closure       Sidewalk Closure  
 Closure Start Date: \_\_\_\_\_      Closure Start Time: \_\_\_\_\_  
 Closure End Date: \_\_\_\_\_      Closure End Time: \_\_\_\_\_
- (4) Street Name: \_\_\_\_\_  
 From (cross street): \_\_\_\_\_  
 To (cross street): \_\_\_\_\_  
 Type of Closure:  Street Closure       Sidewalk Closure  
 Closure Start Date: \_\_\_\_\_      Closure Start Time: \_\_\_\_\_  
 Closure End Date: \_\_\_\_\_      Closure End Time: \_\_\_\_\_

**Fire Department Services**

Event Organizers are responsible for coordinating event safety and emergency coverage with the Hastings Fire Department. The Fire Department will determine if and how many fire resources will be required at an event. All Fire Department costs associated with the event are at the responsibility of the event organizer.

- Event will include tents and/or canopies:
- Tents and Canopies over 200 square feet
  - Other \_\_\_\_\_

- Event will host the use of:
- Fireworks/Pyrotechnics (*a firework display permit is required*)
  - Other \_\_\_\_\_

**Police Department Services**

Event Organizers are responsible for coordinating event security and emergency coverage with the Hastings Police Department. The Police Department will determine if and how many police resources will be required at any event. All Police Department costs associated with the event are at the responsibility of the event organizer.

- Event will require traffic control:
- Event ingress/egress
  - Street Closures
  - Other \_\_\_\_\_

**Notice of Temporary Street Closure**

The City of Hastings requires that all affected residents/businesses both on adjacent to a proposed street closure be notified of such a street closure. A notification letter may be required to be sent to businesses and residents in the affected event areas.

**Site Plan / Map Instructions**

All site plans/maps must be submitted along with the application.

- Site plans/maps must include a directional sign showing North, South, East, and West.
- Site plans/maps must also include a key showing the use of symbols for people, vehicles, tent(s)/canopies, stage(s), platform(s), barricades, Mobile Food Unit and Vendor staging, Portable Restrooms, Waste Collection, etc.
- Site plan/map should also show any proposed signage.

**Barricade Equipment**

Does the Host Organization have its own barricade equipment?  Yes  No

If not, please indicate how the Host Organization will meet all required barricade requirements.

*\*The companies listed below are barricade providers and not recommendations of the City\**

Host Organization will rent barricade equipment from a private company from the list below.  
(In alphabetical order)

Host Organization will set-up and tear down barricade equipment.

Private company will set-up and tear down barricade equipment.

<b>Geyer Signal</b>	<b>Safety Signs of MN</b>	<b>Warning Lites</b>
<a href="https://www.constructionequipment.com/company/geyer-signal-st-cloud-inc">https://www.constructionequipment.com/company/geyer-signal-st-cloud-inc</a>	<a href="https://www.safetysigns-mn.com/">https://www.safetysigns-mn.com/</a>	<a href="https://www.warninglitesmn.com/">https://www.warninglitesmn.com/</a>
Phone: 320-253-9005	Phone: 952-469-6700	Phone: 612-521-4200
4205 Roosevelt Road St. Cloud, MN 56301	19784 Kenrick Avenue Lakeville, MN 55044	4700 Lyndale Avenue North Minneapolis, MN 55430

**Miscellaneous**

\_\_\_\_\_ The event organizer(s) will be applying to serve intoxicating liquor.

➤ Please complete the supplemental form on page 9.

\_\_\_\_\_ The event organizer(s) will be applying for a temporary gambling permit.

\_\_\_\_\_ This event will have vendors selling goods, wares, products, merchandise, etc.

\_\_\_\_\_ This event plans to have a petting zoo, pony rides, etc.

➤ Please indicate the location on the Site Map. It will also be required that the event provides a portable hand-washing station.



## Indemnification Agreement

Host Organization and/or Event Organizer agree, in consideration of the granting of this application and Special Event Permit for:

Holiday Train \_\_\_\_\_ to be held on December 9, 2023 \_\_\_\_\_  
*Event Name*  *Event Date(s)*

by Kelly Carter \_\_\_\_\_ of HFS on behalf of Canadian Pacific Railway \_\_\_\_\_  
*Event Organizer/Primary Applicant*  *Host Organization*

Host Organization and/or Event Organizer(s) hereby agrees to defend, indemnify and hold harmless the City of Hastings ("City"), and the City's employees, officers, managers, agents, council members, and volunteers from and against any and all losses, damages, claims for damage, liability, lawsuits, judgement expense and cost(s) however caused, resulting from, arising out of, or in any way related to the Applicant's event as herein described, from any injury of death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Special Event Permit regardless of where the injury, death, or damage may occur, unless injury, death, or damage is caused by the sole negligence of willful misconduct of the City. Nothing in this Agreement is to be construed as a waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled to by law, including, but not limited to, the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

Host Organization and/or Event Organizer(s), at their sole cost and expense, agrees that it will maintain in full force and effect, for the duration of the event and term of this Agreement, liability insurance with a minimum per occurrence liability limit of \$2,000,000. The City must be named as an additional insured on the insurance policy, and the policy must contain a stipulation that the Applicant's insurer will provide ten (10) days' prior written notice to the City of a cancellation of the required insurance policy. The insurance shall be carried by a solvent and responsible insurance company that is licensed to do business in the State of Minnesota. A certificate of insurance, signed by the authorized representative of the insurance company, evidencing compliance with the required liability insurance amount must be provided to the City by the Applicant prior to the event. The City reserves the right to modify the insurance requirements at its sole discretion based on the nature and scope of the Applicant's proposed event.

Kelly Carter \_\_\_\_\_  
 Print Name

  
 \_\_\_\_\_  
 Signature

Development & Community Relations \_\_\_\_\_  
 Title

10/23/2023 \_\_\_\_\_  
 Date

## Applicant Agreement

Please read each statement. Initialing next to each statement indicates your understanding and agreement of the statement.

\_\_\_\_\_ Host Organization and/or Event Organizer(s) agrees upon request to provide a Liability Insurance Certificate providing evidence of general liability insurance coverage in a minimum of \$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.

ll Host Organization and/or Event Organizer(s) agrees, upon request, to submit a Security Plan setting forth the proposed security measures to be taken to protect the health, safety, and welfare of the participants, spectators, bystanders, and passerby. This plan will be reviewed by the Hastings Police Department who may require alterations to the plan. Security measures may include but are not limited to the hiring of Hastings Police Officers at the expense of the Event Organizer.

ll Host Organization and/or Event Organizer(s) agrees, upon request, to provide a copy of their Determination Letter, as issued by the Internal Revenue Service of the United States, if the application is made on behalf of any organization representing itself as a tax-exempt, non-profit and/or charitable organization.

ll Host Organization and/or Event Organizer(s) agrees to notify all residents and businesses that will be affected by street/sidewalk closures and/or amplified sound.

ll Host Organization and/or Event Organizer(s) agree to supply 'No Parking' signs, barricades, cones, and/or warning signs and to situate them in such a position that the street closure may be maintained in a safe and orderly manner.

ll Host Organization and/or Event Organizer(s) agree to work with City Staff to ensure appropriate licensure is completed for the event including: Park Rental(s), Mobile Food Units, Vendors, Intoxicating Liquor, Temporary Gambling, etc.

ll Host Organization and/or Event Organizer(s) agree that any false statement or material misrepresentation made in support of this application and permit is cause for denial of issuance of a Special Event Permit. Applicant also agrees that failure to adhere to the policies and procedures established by the City of Hastings or any conditions or restrictions imposed upon the permit by the City of Hastings, is cause for revocation of the Special Event Permit.

By signing below, Host Organization and/or Event Organizer indicate understanding and agreement to the above statements.

Kelly Carter  
Print Name

Development + Community Relations  
Title

Kelly Carter  
Signature

10/23/2023  
Date

## SUPPLEMENTAL INTOXICATING LIQUOR FORM

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PLEASE COMPLETE IF INTOXICATING LIQUOR WILL BE SERVED AT THE EVENT

### Intoxicating Liquor (please check one)

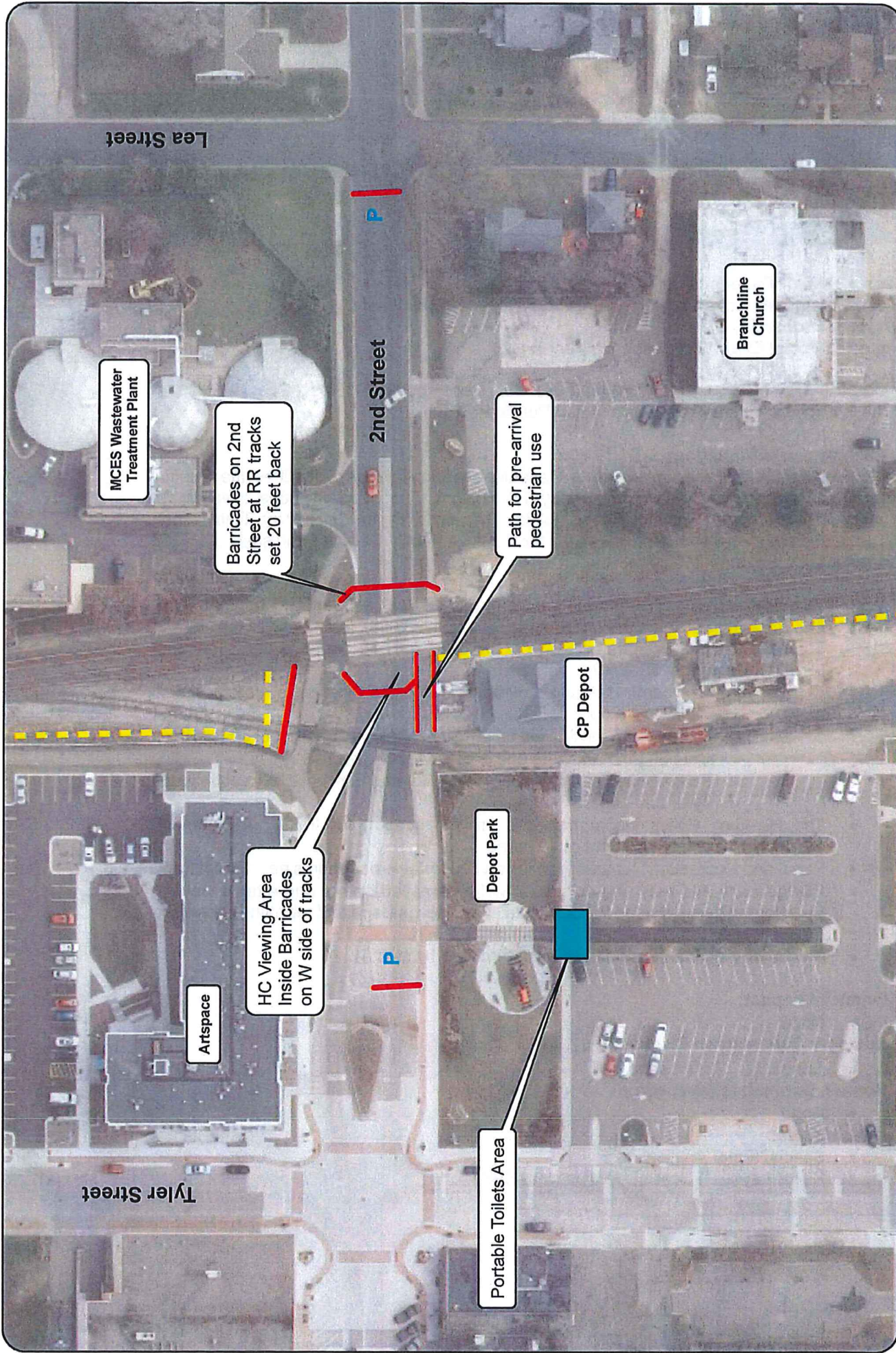
- An establishment within the City of Hastings holding an active Caterer's Permit will be providing and serving liquor.
- The establishment must provide a current copy of their certificate of insurance including sales off premises. The City of Hastings must be listed as additional insured.
  - Please note if an establishment plans to serve liquor under their caterer's permit, they must also serve food at the event.

Establishment / Permit Holder: \_\_\_\_\_

- A Temporary Intoxicating Liquor License will be requested.
- Only issued to charitable, religious, or nonprofit organizations in existence for at least three (3) years.
  - Application must be submitted at least 60 – days prior to the event.
  - Must be approved by City Council.
  - Liquor Liability insurance is required. Additional information listed below.

### Special Event Liquor License Requirements

1. **Area.** Alcohol may be served by the Applicant within the Premises, at a location designated on the site map attached to the application. Liquor shall be confined to a specified area and the applicant must provide delineation and signage stating "No Alcohol Beyond This Point" between the specified area and the additional event space to discourage taking alcohol outside of the specified area.
2. **Compliance Inspection.** The applicant acknowledges that as a liquor license holder for the event, it is subject to Hastings City Code §111.13, subd. B, subd. 6, which authorizes that all premises from which intoxicating liquor is offered at on-salt, are subject to inspection for alcohol compliance by any peace officers or health officers.
3. **Identification Bracelets.** The applicant shall provide at no charge liquor identification bracelets in the area as required by City Staff. The applicant will permit no one to consume liquor unless they are wearing an identification bracelet, and will be responsible for the issuance of bracelets. The bracelets will be issued only to those who are legally entitled to consume intoxicating liquor.
4. **Insurance.** The City requires any function selling / serving intoxicating liquor through a temporary liquor license must provide Liquor Liability insurance for the day(s) of the event in the form and amounts as required by M.S. §340A. Proof of insurance must include the use of the facility or any parking lot used for alcohol service. The certificate must list the City of Hastings as an additional insured.
5. **Law Enforcement Officer.** The Police Department will determine if and how many police resources will be required at any event. All Police Department costs associated with the event are at the responsibility of the event organizer.
6. **Exclusions.** Glass beverage containers are not allowed within City Parks.



# CP Rail Holiday Train

Logistics Map  
 Train Stops on 12/9/2019

- P** Police Squad Car/Reserve Officer
- Police Caution Tape
- Barricade & Hard Closure