



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: September 11, 2018
SUBJECT: Resolution 2018-179 – Approve Street Closures for Faribault Foods Fall Frolic Walk

Background:

James Gryc, on behalf of Faribault Foods, has contacted us regarding hosting the Faribault Foods Fall Frolic Walk on Saturday, October 13, 2018. The walk will begin at 10:00 AM but they have requested use from 8:00 AM to 12:00 noon. The additional time is for setup and cleanup. The walk will require some street closures. The Faribault Police Department and volunteers will assist with intersections along the route.

The walk will begin at Heritage Park. It will proceed on the sidewalk to the Straight River Trail, continue north on the trail, cross 14th Street NE to Two Rivers Park, cross under 2nd Avenue NW on the trail and end in North Alexander Park. Map is attached.

Recommendation:

Approve Resolution 2018-179 to intermittently close the listed roads for the Faribault Foods Fall Frolic Walk on October 13, 2018.

Attachments:

Resolution 2018-179
Map
Indemnification Agreement

CITY OF FARIBAULT

RESOLUTION #2018-179

**APPROVE STREET CLOSURES FOR
FARIBAULT FOODS FALL FROLIC WALK**

WHEREAS, Faribault Foods is sponsoring the Faribault Foods Fall Frolic Walk on Saturday, October 13, 2018, and;

WHEREAS, the Faribault City Council is supportive of these events, and

WHEREAS, Section 15-57 of the Faribault Code of Ordinances provides for temporary parking restrictions by means of Council resolution,

NOW, THEREFORE BE IT RESOLVED, that locations will be closed intermittently on Saturday, October 13, 2018, from approximately 8:00 AM to 12:00 PM to allow for the Faribault Foods Fall Frolic Walk. The walk will begin at Heritage Park. It will proceed on the sidewalk to the Straight River Trail, continue north on the trail, cross 14th Street NE to Two Rivers Park, cross under 2nd Avenue NW on the trail and end in North Alexander Park. Map is attached.

ALSO, BE IT RESOLVED, that the event sponsor should enter into the City's standard agreement regarding street closures and sponsored events.

Date Adopted: September 11, 2018

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

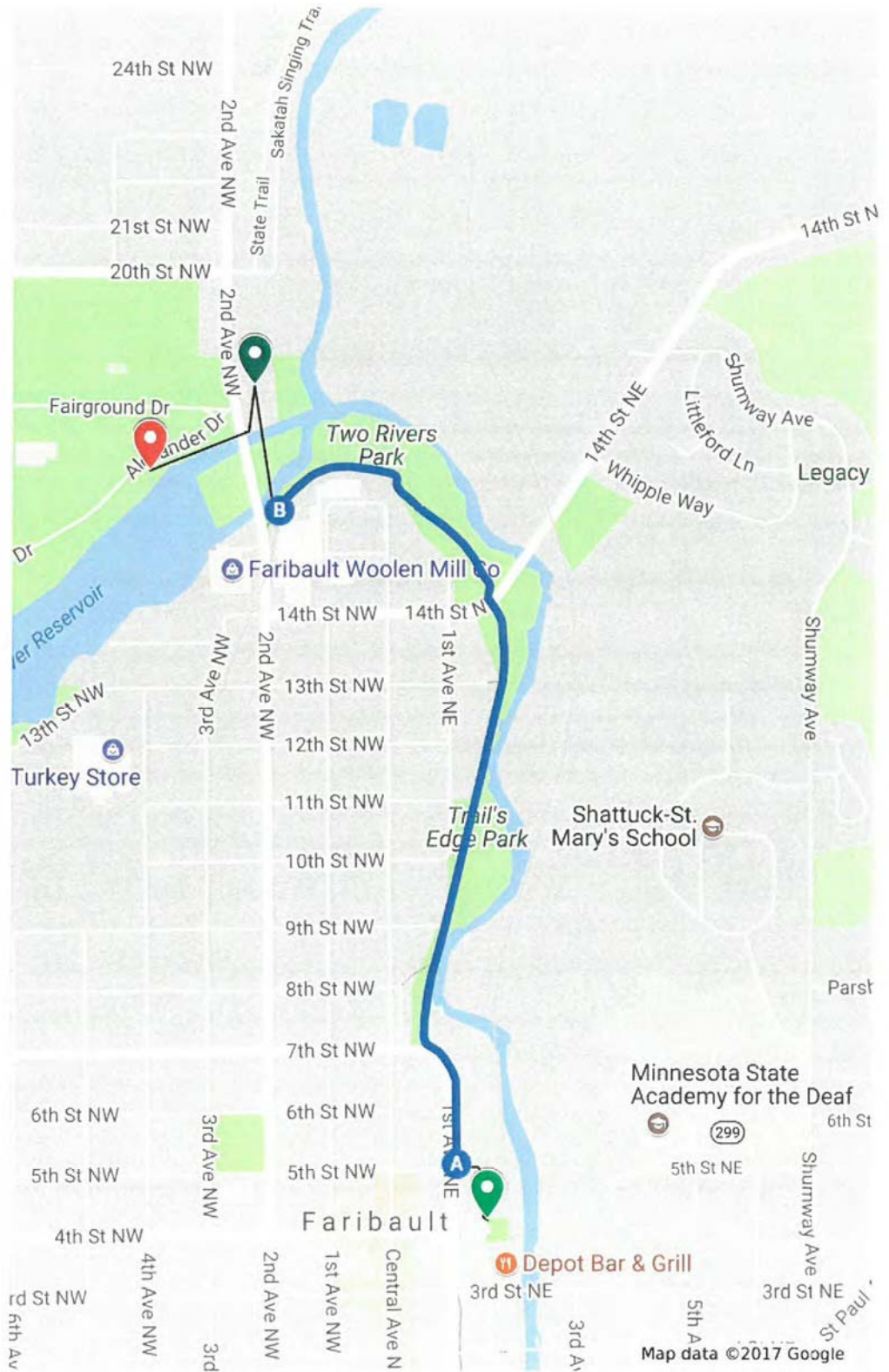
Event Map

Event Map

-  Start
-  Sidewalk to Trail
-  Faribault Foods Office
-  Line 5
-  Turn Around

Directions from Straight River Trail, Faribault, MN 55021, USA to City of Faribault Trail, Faribault, MN 55021, USA

- A**
Straight River Trail, Faribault, MN 55021, USA
- B**
City of Faribault Trail, Faribault, MN 55021, USA



SPECIAL EVENT INDEMNIFICATION AGREEMENT

This Special Event Indemnification Agreement ("Agreement") is made this 30TH day of AUGUST, 2018, by and between the city of Faribault, a Minnesota municipal corporation (the "City"), and FARIBAULT FOODS, INC. (the "Event Host").

RECITALS

WHEREAS, the Event Host has requested that the City allow it to utilize [e.g., streets, park, etc.] HERITAGE PARK, HERITAGE PLACE SIDEWALK, STRAIGHT RIVER TRAIL, 14TH ST. CROSSING. (the "City Facilities") during the following dates and times: SATURDAY, OCTOBER 13TH, 2018. 8:00 AM - 12:00 Noon.; and

WHEREAS, the Event Host's request to use the City Facilities during the above dates and times is for the purpose of hosting the following event: [e.g., parade, etc.] FARIBAULT FOODS FALL FROLIC ~ 5K WALK (the "Event"); and

WHEREAS, the City desires to authorize the Event Host to utilize the City Facilities to hold the Event, subject to any necessary approvals, subject to providing insurance and assuming liability for its activities associated with the Event, cleaning up after the Event, and complying with all specific rules applicable to the City Facilities.

NOW, THEREFORE, in consideration of the City's actions described above, the parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals set forth above are incorporated into this Agreement as if fully set forth herein.
2. **Lawful Activities.** The Event Host agrees to follow all ordinances, rules, and regulations of the City of Faribault and the State of Minnesota regarding its use of the identified City Facilities during the Event. Except as specifically set forth herein, nothing in this Agreement is to be construed to exempt the Event Host from or waive the application of any federal, state, or local law, rule, or regulation.
3. **Indemnification.** The Event Host agrees that it will at all times defend, protect, indemnify, and hold harmless the City and its agents, officials, servants, contractors and employees from and against any and all claims for damages and other remedies, including but not limited to, costs and attorneys' fees, arising from or by reason of the conduct of the Event.

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.

- * 4. **Insurance.** The Event Host, solely at its own expense, agrees that it will maintain in full force and effect during the term of this Agreement general liability insurance with a combined single limit of SEE ATTACHMENT per occurrence. A certificate of insurance evidencing compliance with this provision must be provided to the City by the Event Host prior to the Event. The City must be named as an additional insured on the insurance policy and the certificate must also show that it applies to the City Facilities. The policy must also contain a stipulation that the insurer will provide ten (10) days' prior written notice of cancellation of such insurance to the City. The insurance shall be carried by a solvent and responsible insurance company that is licensed to do business in the State of Minnesota.
5. **Clean-Up.** The Event Host, at its own expense, shall be responsible for cleaning up the City Facilities immediately following the completion of the Event. This includes removing all of the Event Host's property and all rubbish and debris from the City Facilities and returning the City Facilities to their original state. Any and all rubbish, debris, or other materials removed by the Event Host must be disposed of in accordance with federal, state and local laws and regulations, entirely at the Event Host's expense. The Event Host's clean-up must be completed no later than 12 hours after the event. If the event is not cleaned up a minimum of 2 hours callback by City Staff will be billed to the organization plus the cost of benefits.
6. **Notice.** Any notice, demand, or other communication under this Agreement by either party to the other will be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and
- a. in the case of the Event Host, is addressed to or delivered personally to FARIBAULT FOODS (JIM GRYC) 3401 PARK AVE. NW, FARIBAULT, MN 55021; and
 - b. in the case of the City, is addressed to or delivered personally to the City Administrator at City of Faribault, 208 First Avenue NW, Faribault, MN 55021
- or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between the Event Host and the City and supersedes any other written or oral agreements between the parties. This Agreement can be modified only in a writing signed by the parties.

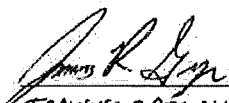
IN WITNESS OF THE ABOVE, the parties have caused this Agreement to be executed on the date and year written above.

CITY OF FARIBAULT:

By: _____
Kevin F. Voracek
Its: Mayor

By: _____
Timothy C. Murray
Its: Deputy City Administrator

EVENT HOST:

By:  (JAMES R. GRAY)
Its: TRAINING SPECIALIST / WELLNESS CHAIR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2018

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

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

PRODUCER Marsh USA Inc. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016 CN102060584-FF-Cas-18-19	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED La Costena USA, Inc., Faribault Foods, Inc. 222 S. 9th Street, Ste. 3380 Minneapolis, MN 55402-3820	INSURER A : Charter Oak Fire Insurance Company	NAIC # 25615
	INSURER B : N/A	N/A
	INSURER C : Lloyd's Of London	
	INSURER D : Travelers Property Casualty Co. of America	26674
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** LOS-002350436-02 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6300J763337	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8100J767963	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB0J772137 (AZ, CA, MN, TX)	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Product Recall			B0509FINSR1800033	03/01/2018	03/01/2019	Limit 2,000,000 SIR 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Faribault is included as additional insured where required by written contract with respect to General Liability.

CERTIFICATE HOLDER City of Faribault 15 West Division St. Faribault, MN 55021	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Alexis Derych <i>Alexis Derych</i>
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