

**CITY OF PINE ISLAND
250 SOUTH MAIN STREET
PINE ISLAND, MN 55963**

**CITY COUNCIL MEETING
Thursday, May 28th, 2020
Virtual - Zoom
6:00 PM**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. CONSENT AGENDA
- IV. ADMINISTRATION AND LEGAL
 - A. Resolution 20-23 Resolution Authorizing the Granting of Regulatory Flexibility to Local Businesses
 - B. Request to Approve Funding to Assist Local Businesses Create a Temporary Patio
- V. PLANNING COMMISSION
- VI. PUBLIC WORKS & ENGINEERING
 - A. Pool Update – Pool’s remain closed under Governor Walz’s Stay Safe Plan
- VII. PUBLIC INPUT
- VIII. LEGAL
- XI. ADJOURN

All Council Meetings are audio tape-recorded and video is streamed to the internet.

Pine Island City Council Agenda is available on line:

City Council agendas and support documents available in electronic form and are posted on the Pine Island City Web Site www.pineislandmn.com under **GOVERNMENT TAB** in .pdf file format.

* ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED ROUTINE. THERE WILL BE NO SEPARATE DISCUSSION ON THESE ITEMS UNLESS A COUNCIL MEMBER, CITY STAFF, OR CITIZEN REQUESTS, IN WHICH CASE, THE ITEM WILL BE CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA. If you need special accommodation to participate in the meeting, please contact City Hall at 507-356-4591 at least five (5) business days before the meeting.

**CITY OF PINE ISLAND, MINNESOTA
GOODHUE AND OLMSTED COUNTIES**

RESOLUTION NO. 20-23

**RESOLUTION AUTHORIZING THE GRANTING OF
REGULATORY FLEXIBILITY TO LOCAL BUSINESSES**

WHEREAS, the President of the United States and the Governor of the State of Minnesota have declared states of emergency as a result of the spread of COVID-19;

WHEREAS, on April 21st, 2020, the Mayor and the City Council of the City of Pine Island issued a declaration of local emergency by resolution;

WHEREAS, the City Council recognizes this emergency has had a devastating effect on local businesses required to close pursuant to the Governor's orders, particularly restaurants and other businesses that were the last to be allowed to reopen;

WHEREAS, businesses are required to have a plan in place to safely reopen to the public that reflects social distancing requirements and complies with limits imposed on the number of customers that may be served at one time;

WHEREAS, the Governor's office has encouraged local governments to be creative in working with businesses as they reopen, particularly restaurants who are initially being limited to outdoor service only;

WHEREAS, in order to support the continued viability of local businesses, maximize the number of customers allowed to access businesses in light of the state's operating restrictions, and to exercise the creativity encouraged by the Governor's office, the City Council determines it is in the best interests of the City to grant regulatory flexibility as part of an approved plan submitted by businesses seeking such flexibility;

WHEREAS, it is not practical under the circumstances of this emergency to require businesses to pursue what can be a several month process to seek ordinance or license amendments and other approvals to obtain the flexibility they need to safely reopen their businesses now; and

WHEREAS, the Council concludes that delegating authority to the City Administrator to exercise flexibility in the application and enforcement of local regulations as part of a plan a business submits for approval to reopen is the only workable solution for expeditiously providing the assistance local businesses need as they start to reopen and put their employees back to work.

NOW, THEREFORE, BE IT RESOLVED, by the Pine Island City Council as follows:

1. The City Administrator is hereby delegated the authority to grant, on behalf of the City, flexibility in the application and enforcement of City regulations as the City Administrator may determine to be appropriate to support the operations of local businesses as they

reopen to the customers and resume operations under the limitations imposed by the Governor's emergency orders. Regulatory flexibility may only be granted as part of a written plan the City Administrator approves for a particular business entity.

2. For the purposes of this Resolution, the "regulatory flexibility" the City Administrator is authorized to grant includes, but is not limited to, the following:
 - (a) Allow the temporary expansion of the licensed "premises" of a business holding an on-sale liquor license to allow the service and consumption of alcohol in an expanded area identified in the approved plan;
 - (b) Allow the temporary expansion of existing business operations without requiring amendments to existing zoning approvals or new zoning approvals;
 - (c) Allow a business to temporarily use adjacent City property for customer seating, the display of its products for sale, or for other similar uses upon entering an agreement with the City; and
 - (d) Such other flexibility in the City's regulations and the enforcement of those regulations as the City Administrator determines is appropriate under the particular circumstances of the business to reasonably allow it to conduct its business in a manner that maximizes its operations while complying with its plan, the Governor's emergency orders, and applicable guidelines.
3. The City Administrator has the discretion to deny any request for regulatory flexibility. If approved, the City Administrator shall place such conditions on the approval as the City Administrator determines are reasonable under the circumstances. The City Administrator is authorized to issue written approvals of regulatory flexibility to execute license agreements on the City's behalf. The City Administrator may immediately repeal any approved regulatory flexibility if the City Administrator determines the business violated the scope of the regulatory flexibility, any conditions placed on the granted flexibility, or the expanded business operations interfere with public safety or unreasonably obstructs the use of public property.
4. The regulatory flexibility allowed under this Resolution is intended to temporarily allow a business to overcome local regulatory hurdles that interfere with its efforts to implement its plans to reopen and operate in accordance with social distancing and other federal and state safety requirements. This Resolution, and regulatory flexibility granted hereunder, does not exempt a business from:
 - (a) Complying with all applicable federal and state laws, rules, regulations, and emergency orders;
 - (b) Fully implementing its COVID-19 Preparedness Plan;

- (c) Complying with local regulations not directly related to the regulatory flexibility granted in the plan approved by the City Administrator; or
 - (d) Immediately returning to full compliance with all applicable local regulations upon the expiration or termination of the regulatory flexibility.
5. The authority delegated herein to the City Administrator shall take effect immediately and shall continue through _____, 2020.

Adopted this 28th day of May 2020.

_____, Mayor

Attest:

_____, City Clerk

**CITY OF PINE ISLAND
REGULATORY FLEXIBILITY AUTHORIZATION**

Business	
City Property Used (if any)	
Summary of Regulatory Flexibility	
Period of Authorization	

Pursuant to the delegation of authority provided me as City Administrator by the City Council in its Resolution No. 20-23 (“Resolution”), I hereby grant the Business regulatory flexibility from City regulations as needed to implement the attached plan (“Plan”), which is hereby approved. This authorization is subject to compliance with the limitations and requirements in the Resolution and all of the following conditions:

1. The Business shall comply with the Plan and shall not expand its operations in a manner that requires new or expanded regulatory flexibility without first obtaining approval from the City Administrator of a revised Plan.
2. The Business shall conduct its operations that rely on this regulatory flexibility in such a way as to not unreasonably interfere with or threaten public health, safety, or welfare.
3. The Business may not use as part of its operations any portion of a City sidewalk, right-of-way, parking lot, or other property in which the City has an interest without first entering into a license agreement with the City.
4. The Business acknowledges the temporary regulatory flexibility authorized herein is limited to those City regulations that directly interfere with the implementation of the Plan. The Business remains responsible for complying with all other City regulations and all applicable federal, state, and county laws, rules, regulations, emergency orders, guidelines, and ordinances.
5. The Business agrees to indemnify, hold harmless and defend City, its officials, employees, and agents from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including reasonable attorneys’ fees) arising from, or in connection with, the granting of this authorization or the utilization by the Business of the regulatory flexibility granted herein.
6. The Business shall work in good faith with the City to make adjustments to its operations that rely on the regulatory flexibility as needed to address any issues or concerns the City may identify during the term of this authorization.
7. This authorization does not convey any property rights and it may be terminated at any time upon notice to the Business if the City Administrator determines the Business violated any of its conditions.
8. The Business shall cease all aspect of its business operations that rely on the regulatory flexibility granted herein upon the expiration or termination of this authorization.
9. Utilization by the Business of any of the regulatory flexibility granted herein shall constitute agreement by the Business to its terms and conditions without qualification, reservation, or modification.

_____, City Administrator

Date

EDA Report

Prepared for:

Pine Island City Council

May 28, 2020



TO: Pine Island City Council

FROM: Mitch Massman, EDA Director

RE: Tent Rentals for Restaurants and Bars

DATE: Thursday, May 28th, 2020

As you may know, the Governor recently released guidelines to allow bars and restaurants to open strictly for outdoor, patio seating with limited capacities. This has been met with extreme hardship for our local bars and restaurants because they lack the spaces required to have an outdoor patio. After a few discussions with these specific impacted businesses and city officials, I would like to request the City of Pine Island assist them in renting tents to be used as outdoor patios so they may reopen.

EDA City Council Liason Mike Hildenbrand has reached out to Majestic Events and obtained a quote for what the cost would be to rent event tents for our interested bars and restaurants. I have consulted with City Administrator Elizabeth Howard and we have established room in the budget since Cheese Fest has been cancelled for 2020. Ms. Howard has also been in contact with our city attorney, Bob Vose, who has provided a liability waiver for businesses to sign prior to using the tents to limit the City's risk as well.

Although many businesses have been impacted with the Governor's Executive Orders, our bars and restaurants are extremely impacted based on the specificity of how and where they can provide services to patrons. With their lack of outdoor seating and the strict requirements of liquor licensing, most would be unable to reopen without the help to establish contiguous, outdoor patio seating.

Contact Mitch Massman with questions or suggestions concerning the above at (507) 356-8103 or pieda@bevcomm.net.

** Due to a need for client confidentiality, the identity of companies and clients has been omitted.*



Majestic Events

522 6th AVE NW, Rochester, MN 55901
Phone: 507-876-1127
www.majesticrentals.com | info@majesticrentals.com

PROPOSAL

Bill To

City Of Pine Island
Mike Hildenbrand
?
Pine Island, MN 55963
Phone:
Fax:

Quote No: Q5007

Quote Date: May 26, 2020
Written By: Steven Birdseye

Delivery: Mon, Jun 01, 2020
Event Starts: Mon, Jun 01, 2020 10:00 am
Event Ends: Tue, Jun 30, 2020 10:00 pm
Pick-up: Tue, Jun 30, 2020
Delivery Method:

Deliver To

?
Pine Island, MN 55963

Qty	Description	Size	Unit Price	Bill. Days	Total
Frame Tents					
4	White Frame Tent 20x20	20x20	\$282.00	2	\$2,256.00
2	White Frame Tent 15x15		\$250.00	2	\$1,000.00
1	White Frame Tent 20x40	20x40	\$565.00	2	\$1,130.00

Order Subtotal: \$4,386.00

Delivery Charge: \$49.00

TOTAL: \$4,435.00

Majestic Tents and Events- Rental Policies: Approval, reflected by renter's signature, is for any tent rental or order over \$150.00.

Reservations: Quotes and proposals do not guarantee availability of rental. Equipment will be reserved when a 30% down payment is received with a signed rental agreement. Payment balance is due the day of delivery.

Rental Period: Most equipment prices are for a standard rental period. Most deliveries will arrive the day before the event and picked up the day following the event. Weekend rentals are typically delivered Thursday/Friday and picked up Sunday/Monday. For long term rentals, please contact us for pricing.

Cancelations: Deposits are non-refundable. If you cancel your order within 30 days of your event you are responsible for 50% of the current order. Any changes in reservation (up to 10% of order) must be made at least 14 days in advance of delivery. There will be no refund and the entire rental amount will be charged for items removed from an order during the 14 days prior to the event.

Delivery & Pick-Up Service: Standard delivery fees require items to be dropped off at an easily accessible, ground level location such as garage, loading dock, or porch. Upon pick up, items must be clean and in the same spot that they were delivered. Deliveries that require us to hand-carry items, or deliver to a location other than ground level will be charged an hourly rate of \$55.00 (\$25 minimum charge), in addition to the standard delivery fee. Customer is responsible for checking the count and condition of the equipment at the time of delivery, and should contact our office immediately if there is a discrepancy. Set-up and take-down of tables and chairs is not included in the rental price but is available for an additional charge. Please make arrangements prior to your rental if you wish to have our crew set-up and/or take-down these items.

Tents: When considering renting a tent, it's important to select a relatively level site that is free of obstructions like, but not limited to: overhead utility lines, trees, bushes, flower gardens, fences, and/or immobile lawn ornaments/furniture. Make arrangements for someone to be home on the day of the tent installation. If no one is available to be on site on the day of installation, it's acceptable to mark the area where you'd like the tent to be set up with wooden stakes, or paint. Please secure your pets during the tent installation and make sure that all pet waste is cleaned up prior to installation. All decorations must be taken down prior to tent removal. DO NOT use staples, nails, tacks, screws, etc. on the tent poles to hang decorations. Any residue left on the tent or on the sidewalls from tape or other adhesive must be removed prior to disassembly.

Sidewalls: Sidewalls are not included in the tent price but are available for an additional charge. If you rent sidewalls with your tent, please DO NOT drop sidewalls on the ground. If you don't want to use sidewalls, please roll them up and store them in a dry area or fold them back. Customers are responsible

for cleaning charges if any items are returned dirty, including replacement costs for sidewall with irreversible damage from being left on the ground. Sidewalls are not permanent fixtures and under certain weather conditions (high winds) will not be safe to hang sidewalls.

Dance floor: All dance floor rentals must be inside, underneath a tent, and WITH SIDEWALLS. Any rain, spills, water, or other moisture that comes in contact with the floor should be wiped off IMMEDIATELY, as this can stain and/or warp the dance floor. Under certain conditions, we may need to use a subfloor in order for the dance floor to lay level; there is an additional charge for sub-floor. Customers are responsible for repair costs and replacement costs for items with irreversible damage.

Weather: Tents are temporary structures designed to handle most normal weather conditions; however, there may be situations that arise such as high winds or lightning. Evacuation of tents is recommended in these or other unsafe conditions. Refunds will not be granted for weather-related cancelations.

Renter Responsibilities of Equipment: Responsibility for all rental equipment remains with the renter from delivery to the point of return. Please be sure equipment is secured when not in use. Renter pays for lost, damaged, and stolen items, and the renter is responsible for all damages to tent equipment due to negligence, vandalism, and theft.

Majestic Tents & Events will not be liable for any damage or injury incurred during the event. It is also understood that, by the nature of tent design, there may be some minor leakage during rains.

Renter: I have read and agree to the above terms & conditions.

Date and Times of Event: _____

Renter's name (please print): _____

Renter's signature: _____

Street address: _____

City, State, Zip: _____

Cell Phone: _____ Home Phone: _____

Tent Event Location (if different)

Street address _____

City, State, Zip _____

Billing Information

Master Card, Visa, Discover Card, Am Ex # _____ Expiration date _____ CVC _____

Name and billing address for the credit card

Name (Print): _____

Credit card signature: _____

Street address: _____

City, State, Zip: _____

Tent or Awning Set-Up Agreement

I, _____, make this **Agreement** on this ____ day of _____, 20____, on behalf of my business, _____.

I have requested that the City of Pine Island provide to me a tent or awning for an outdoor patio space so that I can reopen my business in accordance with the Governor's orders regarding the current COVID-19 pandemic. Specifically, I want to use outdoor patio space to serve food and alcohol.

I acknowledge that:

- I am 18 years of age or older and I know of no reason, medical or otherwise, preventing me from performing the required set-up and maintenance of the tent or awning;
- I will perform set-up and maintenance in compliance with the standards and specifications provided to me by the City or a City employee, including any direction to remove the tent or awning.
- I assume full responsibility for my own safety, and the safety of others. I understand that set-up of the tent will require physical effort, and that the tent could collapse or come loose in windy conditions;
- Except where resulting from the negligence of a City employee, I will hold the City harmless for any injury to me or damage to my property, and for injury to others or damage to others' property, resulting from use of the tent or awning or from my own negligence. I agree to indemnify and defend the City in the event of any claim against the City arising out of my use of the tent or awning;
- I am not a City employee and am not covered by the workers' compensation policy of the City; and

Business Rep: _____
Print Name

Signature

Address: _____

Telephone: _____