

**KITTSON COUNTY
STATE OF MINNESOTA**

CSAH / COUNTY ROAD EVENT CLOSURE PERMIT

Township/Municipality _____
Permit # _____

The KITTSON COUNTY HIGHWAY DEPARTMENT hereby grants a Permit to allow the Township/Municipality to use the COUNTY RIGHT OF WAY along CSAH/COUNTY ROAD _____ and to close said roadway temporarily.

The purpose of the road closure or event: _____ TEMPORARY OUTDOOR DINING – FOOD - BEVERAGES
(Select all those that apply) _____ STREET DANCE
_____ CAR SHOW
_____ FLEA MARKET
_____ PARADE
_____ OTHER EVENT _____

DATE & TIME OF ROAD CLOSURE _____

DATE & TIME ROAD RE-OPENED TO TRAFFIC _____

WILL THE ROAD BE CLOSED FOR MORE THAN ONE DAY YES NO

IS THE REQUEST TO LEAVE THE ROAD CLOSED OVER NIGHT YES NO

THE TOWNSHIP/MUNICIPALITY MUST SUBMIT A RESOLUTION SIGNED AND DATED BY THE TOWNSHIP CHAIRMAN OR MUNICIPAL MAYOR TO ENTER INTO A PERMIT. RESOLUTION MAY BE MADE AT ONE MEETING THAT WOULD COVER THE ANTICIPATED INDIVIDUAL PERMIT REQUEST OVER AN INDIVIDUAL YEAR'S TIME.

A PERMIT MUST BE SUBMITTED FOR EACH INDIVIDUAL REQUEST WELL IN ADVANCE. THERE SHALL BE NO LUMPING MULTIPLE EVENTS WITHIN ONE INDIVIDUAL PERMIT.

Temporary Outdoor Dining- Food and Beverage Service

The Township/Municipality may issue a permit to a licensed person, firm, or corporation engaged in the business of conducting a food and beverage service establishment, as defined in Minn. Stat. Chap. 157 ("Business") for the temporary use of all or a portion of the County Highway Area for the placement of the components necessary to create an outdoor dining area in which to conduct outdoor food and beverage service, including tables, chairs, and refuse containers ("Outdoor Dining Components") and the associated food and beverage service thereto and maintenance thereof. The permit issued by the Municipality to a Business as provided in this paragraph shall be herein referred to as an "Outdoor Dining Permit". A business issued an Outdoor Dining Permit by the Township/Municipality shall be herein referred to as a "Permitted Business".

SPECIAL PROVISIONS

1. **TERM.** This PERMIT commences at _____ am/pm on _____ or the date upon which KITTSON COUNTY secures all necessary signatures on this PERMIT, whichever occurs later, and thence terminates at _____ am/pm on _____.

Township/Municipality hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this PERMIT by KITTSON COUNTY. Township/Municipality agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the PERMIT. Municipality agrees not to sue or institute any legal action against KITTSON COUNTY based upon any of the claims released in this paragraph.

2. **PERMIT BETWEEN TOWNSHIP/MUNICIPALITY AND BUSINESS.** The following items must be attached to and incorporated into each Permit issued by the Township/Municipality to a Permitted Business and made available to KITTSON COUNTY upon request:

- a. **MAP.** Specifically identifying the following (Exhibit A):
 - i. Boundaries of the portion of the KITTSON COUNTY ROAD covered by the Permit;
 - ii. Proposed closures of: bike lanes, parking lanes, shoulder, traffic lanes, or roads;
 - iii. Diagram of placement and number of Traffic Control Devices to be used;
- b. **RESOLUTION.** Township/Municipality Resolution Authorizing the Township/Municipality to enter into this PERMIT (Exhibit B)

3. **LOCATION AVAILABLE FOR PERMIT COVERING OUTDOOR DINING – FOOD - BEVERAGE.** Township/Municipality may only issue a Permit covering Outdoor Dining – Food – Beverage to a Business for all or a portion of the COUNTY ROAD HIGHWAY AREA contiguous to the primary physical location of the Business.

4. **TOWNSHIP/MUNICIPALITY TO PROVIDE CONTACT INFORMATION.** The Municipality must provide in the space provided below, a list of all Permitted Businesses (adjacent participating businesses, food and beverage vendors) to KITTSON COUNTY. This list must include the name and location of the Permitted Business and emergency contact information for the Permitted Business (Exhibit C);

5. **SPECIAL CONDITIONS.** Failure by a Township/Municipality to attach and incorporate any Special Conditions to the PERMIT and/or failure to require and enforce compliance with the terms contained in the Special Conditions may result in termination of this PERMIT.
6. **TERMINATION OF PERMITS PERTAINING TO OUTDOOR DINING – FOOD - BEVERAGE.** Prior to the Expiration Date or earlier termination, Township/Municipality will terminate or otherwise cancel all Permits pertaining to Outdoor Dining – Food - Beverage.
7. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Township/Municipality’s sole cost and expense, Township/Municipality will:
 - a. Remove, or cause to be removed, all Outdoor Dining – Food - Beverage Components from the KITTSON COUNTY HIGHWAY AREA and restore the KITTSON COUNTY HIGHWAY AREA to a condition satisfactory to the COUNTY ENGINEER; and
 - b. Surrender control of the COUNTY ROAD HIGHWAY AREA TO KITTSON COUNTY.

If, without KITTSON COUNTY’S written consent, Township/Municipality or a Permitted Business continues to occupy all or a portion of the KITTSON COUNTY HIGHWAY AREA after the Expiration Date or earlier termination of this PERMIT, KITTSON COUNTY will remove all of the Outdoor Dining Components and restore the KITTSON COUNTY HIGHWAY AREA to a condition satisfactory to the COUNTY ENGINEER. Township/Municipality will pay all costs and expenses incurred in the removal of the Outdoor Dining – Food - Beverage components and restoration of the KITTSON COUNTY HIGHWAY AREA.

Notwithstanding anything herein to the contrary, in the event of an emergency as determined in KITTSON COUNTY sole discretion, KITTSON COUNTY may order the Township/Municipality to remove the Outdoor Dining – Food - Beverage Components, or KITTSON COUNTY may remove the Outdoor Dining – Food - Beverage Components at Township/Municipality’s expense.

8. **OUTDOOR DINING – FOOD - BEVERAGE COMPONENT INSTALLATION.** The installation and maintenance of all Outdoor Dining – Food - Beverage Components shall be at no cost or expense to KITTSON COUNTY. The installation and maintenance of the Outdoor Dining – Food - Beverage Components shall occur in a manner compatible with the safe and efficient operation of the highway.
9. **MAINTENANCE.** Any and all maintenance of the KITTSON COUNTY HIGHWAY AREA shall be provided by the Township/Municipality at the Township/Municipality’s cost and expense.
10. **TRAFFIC CONTROL.** The Township/Municipality will provide all necessary traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices for Streets and Highways (“MN MUTCD”). As covered in Section 2a of this Permit, a Map showing the boundaries of the area to be blocked off, the type of traffic control devices and proposed use of the devices must be submitted with this permit or it shall not be considered for approval (Exhibit A). Any overnight closures must have working flashers attached to all traffic control devices.

11. **TRAFFIC CONTROL MAINTENANCE.** The Township/Municipality or Permitted Businesses, must provide names and phone numbers of individuals responsible to erect, maintain and remove all traffic control devices in the space provided below (Exhibit D).

Failure to install, maintain and remove the proper Traffic Control Devices as allowed with this permit, will be considered a breach of the PERMIT and may cause the PERMIT to be terminated immediately.

12. **USE.** Municipality shall use, and shall only allow Permitted Businesses to use, the KITTSON COUNTY HIGHWAY AREA for public purposes. Unless specifically authorized herein, no permanent structures or advertising devices in any manner, form or size shall be allowed on the KITTSON COUNTY HIGHWAY AREA. No commercial activities shall be allowed to operate upon the KITTSON COUNTY HIGHWAY AREA except as expressly authorized by the terms of this.

This PERMIT is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities, which may occupy the KITTSON COUNTY HIGHWAY AREA. Any use permitted by this PERMIT including Outdoor Dining – Food – Beverage, shall remain subordinate to the right of KITTSON COUNTY to use the property for highway and transportation purposes and subordinate to rights granted to any third party by law or by and through an agreement between KITTSON COUNTY and that party. This PERMIT does not grant any interest whatsoever in land or establish any, rights to relocation benefits.

This PERMIT does not create any future right to use the KITTSON COUNTY HIGHWAY AREA or any other Right of Way, for the same or different purposes.

13. **APPLICABLE LAWS.** This PERMIT does not release the Township/Municipality from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto.

The Township/Municipality shall, at its sole cost and expense, comply with and require all use of the KITTSON COUNTY HIGHWAY AREA to be pursuant to a PERMIT involving Outdoor Dining – Food - Beverage to be in accordance with Minnesota law (including but not limited to applicable Executive Orders, requirements related to liquor licensing, the Minnesota Occupational Safety and Health Act of 1973, Minnesota Statutes 2019, Chapter 182 (“Minnesota OSHA Standards”), and Minnesota Rules Chapter 4626 (“Minnesota Food Code”), federal law (including the Americans with Disabilities Act), municipal laws, rules, regulations, and ordinances (including zoning ordinances and requirements related to food and liquor licenses), all restaurant and bar [industry guidance](#) provided by the Commissioners of Health, Employment and Economic Development, and Labor and Industry pursuant to Executive Order 20-56 Section 7(b), and all guidelines related to COVID-19 set forth by the Minnesota Department of Health and the United States Centers for Disease Control and Prevention. If all or a portion of the KITTSON COUNTY HIGHWAY AREA subject to a Permit involving Outdoor Dining – Food -

Beverage is not in compliance with applicable law, KITTSON COUNTY may order the Township/Municipality to terminate the PERMIT and order the Township/Municipality to remove the Outdoor Dining – Food - Beverage Components or KITTSON COUNTY may remove the Outdoor Dining – Food - Beverage Components and Township/Municipality shall reimburse KITTSON COUNTY for the cost thereof.

14. **SAFETY.** KITTSON COUNTY shall retain the right to limit and/or restrict any activity, including the assemblage of KITTSON COUNTY HIGHWAY AREA users on all KITTSON COUNTY HIGHWAY AREA over which this PERMIT is granted, so as to maintain public safety.
15. **ENVIRONMENTAL.** The Township/Municipality shall not, and shall not allow a Permitted Business to, dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the KITTSON COUNTY HIGHWAY AREA. In the event of spillage of regulated materials, the Township/Municipality shall notify in writing COUNTY ENGINEER and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Township/Municipality.
16. **MECHANIC'S LIENS.** The Township/Municipality (for itself, its permittees, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any permittee, subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
17. **INDEMNITY.** Township/Municipality shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release KITTSON COUNTY, employees, agents and any successors and assigns of the foregoing, from and against:
 - a. All claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Township/Municipality 's or Permitted Business's property) occurring on the KITTSON COUNTY HIGHWAY AREA or connected with Township/Municipality's or Permitted Business's use and occupancy of the KITTSON COUNTY HIGHWAY AREA, except when such injury, death, loss or damage is caused solely by the negligence of the KITTSON COUNTY, but including those instances where the KITTSON COUNTY is deemed to be negligent because of its failure to supervise, inspect or control the operations of Township/Municipality or Permitted Business or otherwise discover or prevent actions or operations of Township/Municipality or a Permitted Business giving rise to liability to any person;
 - b. Claims arising or resulting from the temporary or permanent termination of Township/Municipality's or a Permitted Business's rights on any portion of KITTSON COUNTY HIGHWAY AREA over which this PERMIT is granted;

- c. Claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
- d. Any laborers', mechanics', or materialman's' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
- e. Any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the installation, maintenance, removal, or other use of Township/Municipality or a Permitted Business.

The liability of KITTSON COUNTY is governed by Minn. Stat. §3.736 and other applicable law.

18. **GENERAL INSURANCE REQUIREMENTS – MINIMUM COVERAGE REQUIREMENTS.** Prior to the execution of any PERMIT and those PERMITS involving Outdoor Dining – Food - Beverage, the Township/Municipality shall provide KITTSON COUNTY with a properly executed certificate(s) of insurance which shall clearly evidence the insurance required below and name KITTSON COUNTY as an Additional Insured (Exhibit E).

18.1 Workers' Compensation Insurance

Township/Municipality must provide Workers' Compensation coverage for all its employees and, in case any work is subcontracted, Municipality will require the subcontractor to provide Workers' Compensation coverage in accordance with the statutory requirements of the State of Minnesota and Employers liability with limits not less than:

- \$100,000 Bodily Injury by Disease per Employee
- \$500,000 Bodily Injury by Disease Aggregate
- \$100,000 Bodily Injury by Accident

18.2 General Liability Insurance

a. **Minimum Limits of Liability:** The Township/Municipality is subject to the terms and conditions of Minn. Stat. Chapter 466 and will maintain Commercial General Liability insurance (or comparable coverage under a program of self-insurance) with Tort Claims limits currently not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

b. **Coverages:**

- X Premises and Operations Bodily Injury and Property Damage
- X Personal & Advertising Injury
- X Blanket Contractual
- X Products and Completed Operations
- X KITTSON COUNYT named as Additional Insured

18.3 Additional Insurance Conditions:

- a. Township/Municipality's policy(ies) shall be primary insurance to any other valid and collectible insurance available to KITTSON COUNTY with respect to any claim arising out of the Township/Municipality's or a Permitted Business's performance under this PERMIT.
- b. If Township/Municipality receives a cancellation notice from an insurance carrier affording coverage herein, Municipality agrees to notify KITTSON COUNTY within five (5) business days with a copy of the cancellation notice, unless Township/Municipality's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to KITTSON COUNTY.
- c. Township/Municipality is responsible for payment of PERMIT related insurance premiums and deductibles.
- d. If Township/Municipality is self-insured, a Certification of Self-Insurance must be attached to this PERMIT.
- e. Township/Municipality's policy(ies) shall include legal defense fees in addition to the liability policy limits.
- f. Township/Municipality shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in KITTSON COUNTY (or comparable coverage under a program of self-insurance).

19. **PROPERTY DAMAGE.** It is the duty of the Township/Municipality to maintain insurance on their own property. Notwithstanding anything apparently to the contrary in this PERMIT, Township/Municipality hereby releases KITTSON COUNTY from any and all liability or responsibility to the Township/Municipality or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of KITTSON COUNTY or anyone for whom KITTSON COUNTY may be responsible.

20. **CONSTRUCTION AND INTERPRETATION.** Whenever required by the context of this PERMIT, the singular shall include the plural, and vice versa.

21. **ASSIGNMENT.** No assignment of this PERMIT is allowed.

22. **IN WRITING.** Except for those which are set forth in this PERMIT, no representations, warranties, or agreements have been made by KITTSON COUNTY or Township/Municipality to one another with respect to this PERMIT.

23. **EXHIBITS:** The following exhibits are required to be attached to and incorporated into this PERMIT:

- a. Exhibit A: Map identifying geographic boundaries, proposed traffic control devices and proposed locations of the Township/Municipality and identifying areas of Right of Way the Township/Municipality intends to open for use by permit holders;
- b. Exhibit B: Township/Municipality Resolution Authorizing the Township/Municipality to Enter into this PERMIT; and
- c. Exhibit C: List of Businesses, Business Contact Name and Telephone Numbers for Permits involving Outdoor Dining – Food – Beverage.
- d. Exhibit D: List of Contact Names and Telephone Numbers responsible for installation, maintenance and removal of Traffic Control Devices
- e. Exhibit E: The Township/Municipality shall provide KITTSON COUNTY with a properly executed certificate(s) of insurance which shall clearly evidence the insurance required below and name KITTSON COUNTY as an Additional Insured.

KITTSON COUNTY HIGHWAY DEPARTMENT

CITY OR TOWNSHIP OF

APPROVAL

BY _____

DATE _____

BY _____

DATE _____

MAP LOCATION OF ROAD CLOSURE (EXHIBIT A)



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Identify segment of roadway to be closed and specify what type of road closure devices will be used along with the number of devices in each location. Identify street names, including side streets leading into closure. If food or beverage vendors are involved, show proposed location for them along with any outdoor seating)

(Use multiple pages if area to be closed off is greater than can be shown on this map),