



BUSINESS AFFAIRS AND COMMUNITY GROWTH
819 1st Avenue South
Fort Dodge, IA 50501
Tel: (515) 573-8321 Fax: (515) 573-5097
Email: bacg@fortdodgeiowa.org

SIDEWALK CAFÉ AND SIDEWALK RETAIL APPLICATION FORM

Establishment Owner:

Name: _____ Phone: _____
Address: _____ City: _____ State: _____ Zip: _____
Mobile Number: _____ Email: _____

Contact Information: (If different from above)

Name: _____ Phone: _____
Address: _____ City: _____ State: _____ Zip: _____
Mobile Number: _____ Email: _____

After Hours Contact
Name: _____ Number: _____

Site Address: _____

Zoning District: _____

Property Owner: (If different from above)

Name: _____

Address: _____

ACKNOWLEDGEMENT AND SIGNATURE FORM

I/we, the undersigned, do hereby certify that:

1. The information presented herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.
2. Fees are not refundable and payment does not guarantee approval.
3. All additional required written and graphic materials are attached.
4. If serving alcohol, then restaurant must provide a copy of their liquor control license exemption, in accordance with the requirements of the Fort Dodge Municipal Code (§9.20).
5. Insurance shall be obtained or maintained for the duration of the sidewalk café permit.

Signed by: _____ Date: _____
(Property Owner)

and: _____ Date: _____
(Applicant, Agent, and/or Plan Preparer)

A site sketch must be provided with the following aspects shown to scale (use area provided below or attached graph paper):

- Street names
- Establishment location (label name and address, show adjacent buildings too)
- Sidewalk width (from edge of curb to building)
- Areas with pavement labeled (include type)
- Location of proposed sidewalk café or retail area
- Location of any existing sidewalk cafes or outdoor retail already in place in the same block (statement on location may suffice, drawing to scale not necessary)
- Obstacles/improvements in/or near area (trees, light poles, signs, meters, fences, drainage structures, etc.)
- Driveway locations (if within 10' of the proposed sidewalk café area)
- Details of chairs, tables, waste receptacles, racks, shelves, delineation method (fence, etc.), including the number of each item, their design and desired location (provide photo of the table, chair, and delineation)
- Delineation method, type, height no less than 30" or more than 40"

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Scale: 1 box = ____ feet/inches (circle one)

General Information

Any downtown business or property owner seeking permission to operate a sidewalk café or sidewalk retail display and sales must obtain a permit. The café or retail sales must be contiguous to the building where the business is currently operating or new business is proposed.

Once a complete application and fee are received, staff will work with the applicant to ensure all questions are addressed. If a Service Permit from the City is involved, coordination with the City Clerk's office will be included. All leases require City Council approval. The permit review typically takes 3 weeks.

Attachments to the Completed Application Form

Site Sketch

Indemnity Agreement

Complete and sign the attached agreement.

Insurance Requirements

A current Certificate of Liability Insurance shall be submitted meeting the following:

- In a format meeting industry standards (such as Acord25 or similar form).
- As commercial general liability insurance on a per occurrence basis .
- In a liability limit amount no less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- As a minimum, including coverage for Premises, Operations, Products and Completed Operations.
- Naming the City of Fort Dodge as an additional insured.
- Providing a copy to the City of Fort Dodge, Business Affairs & Community Growth Office, 819 1st Ave S., Fort Dodge, IA 50501.
- Including thirty (30) days written notice to the City of Fort Dodge prior to cancellation, non-renewal, or material change including reduction of insurance coverage or limits.

Lease Agreement

Complete and sign the attached agreement.

Alcoholic Beverages

If serving alcoholic beverages in the sidewalk café area is proposed, then the following additional requirements must be met prior to approval of a Sidewalk Café Permit:

- Service Permit from the City of Fort Dodge (City Clerk's office).
- State license, see www.iowaabd.com for information.
- Boundary as defined in the Downtown District of the Zoning Ordinance.

Iowa Department of Inspections and Appeals

Submit proof that the restaurant would remain in good standing with the Iowa Department of Inspections and Appeals ("Department") or their successor or assignee that the addition of outdoor seating would remain in good standing with said Department.

Information on the Department can be found at www.dia.iowa.gov

Indemnity Agreement

In consideration for approval by the City of Fort Dodge, Iowa to the undersigned for the use of the following described property (*insert address or legal description of the business along with the dimensions and location of the sidewalk area proposed for use under this permit request*):

For the following purpose of:

- Sidewalk café
- Sidewalk retail display and sales

To be located on public right of way that is leased by the undersigned.

On the following date(s):

May 1, 20__ through October 31, 20__

The undersigned agrees to indemnify and hold harmless the City of Fort Dodge, its agents, officers and employees from and against all claims for injury or damages to persons or property arising out of or caused by the use of such property.

The undersigned further agrees, upon receipt of notice from the City of Fort Dodge, to defense at its own expense the City of Fort Dodge from any action or proceeding against the City of Fort Dodge arising out of or caused by the use of such property. The City of Fort Dodge may maintain an action against the undersigned to recover the amount of the judgment together with all expenses incurred by the City in the action.

I HAVE READ THIS INDEMNITY AGREEMENT, I UNDERSTAND THE EFFECT OF THIS INDEMNITY AGREEMENT, AND I AM SIGNING THIS INDEMNITY AGREEMENT VOLUNTARILY.

Dated this __ day of ____ 20__

Signed: _____

Print: _____

Title: _____

Lease Agreement

BY AND BETWEEN
THE CITY OF FORT DODGE, IOWA
AND _____

THIS AGREEMENT MADE this ___ day of ____ 20___, by and between the City of Fort Dodge, Iowa, (hereinafter called "City") and _____ (hereinafter called "Tenant").

WHEREAS, the Tenant is located at _____, Fort Dodge, and,

WHEREAS City right of way is adjacent to the above referenced property, shown on the attached map; and,

WHEREAS, Tenant is desirous of using the City's right of way for a _____; and,

WHEREAS, the City has provided for said use in its Zoning Ordinance (Ordinance 1489 and all amendments thereto).

NOW, THEREFORE, in mutual consideration hereof, the parties agree to the following:

Term of Lease:

That the Tenant shall lease the property described herein from the City of Fort Dodge from the ___ of ___, 20___ through the ___ of ___, 20___.

The City will:

1. Lease an area of _____' by _____' adjacent to and in front of _____.
2. Allow outdoor restaurant seating or retail display and sales to operate from May 1st to October 31st of the year this lease is executed.

The Tenant will:

1. Utilize the leased premises solely for a _____.
2. Hold the City harmless from any liability arising herefrom and provide the City a certificate of public liability insurance as outlined in the Sidewalk Café/Outdoor Retail permit application.
3. Indemnify the City from any liability arising herefrom and provide a completed Indemnity Agreement, as provided in the Sidewalk Café/Outdoor Retail permit application.
4. Obtain all required alcoholic beverage permits, per the Municipal Code and State Statute, if serving alcoholic beverages in leased area.
5. If applicable, submit proof that the restaurant currently is and would remain in good standing with the Iowa Department of Inspections and Appeals ("Department") or their successor or assignee with the addition of outdoor seating, as provided in the Sidewalk Café/Outdoor Retail permit application.
6. Pay rent in the amount of _____ per month, due in full upon approval of the Sidewalk Café/Outdoor Retail permit.
7. Temporarily vacate the leased area should a written request be provided from any utility companies holding easements in public right of way, for the duration requested. In the event the temporary vacation lasts for a period exceeding one week, then Tenant may submit written request for a pro-rated lease reimbursement.

The City will terminate this agreement upon violation of any provision found in the City of Fort Dodge Zoning Ordinance, City of Fort Dodge Municipal Code or Iowa State Statute. Upon termination or expiration of the agreement, all improvements shall become the property of the City or be removed by the Tenant if so directed by the City. In the event that this lease is terminated for violation of the above described provisions, Tenant shall waive and discharge the City from any claim of return of rent pre-paid.

Either party may terminate this lease with or without cause by giving the other party a thirty (30) day written notice. In the event the City terminates this lease for reasons other than violations listed above, any pre-paid rent shall be refunded. In the event the Tenant terminates this lease there shall be no refund of pre-paid rent.

EXECUTED THE DAY AND DATE SET OUT ABOVE.

CITY OF FORT DODGE, IOWA

Matt Bemrich, Mayor

ATTEST:

Jeffrey Nemmers, City Clerk

STATE OF IOWA, WEBSTER COUNTY, ss:

On this __ day of ____ 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared Matt Bemrich and Jeffrey Nemmers to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its City Council; and that the said Mayor and City Clerk as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for said State of Iowa

_____, _____

STATE OF IOWA, WEBSTER COUNTY, ss:

On this __ day of ____ 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said _____ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for said State of Iowa