



APPLICATION FOR 2020-'21 PILOT PARKLET AND STREATERY PROGRAM

Applicant Information

Business Applicant: _____
 Contact Person: _____
 Address: _____

 Phone #: _____
 Email: _____

Property/Building Owner Information (if different than applicant)

Property/Business Owner: _____
 Contact Person: _____
 Address: _____

 Phone #: _____
 Email address: _____

Who is your insurance company? _____

The business will be required to show evidence of adequate liability insurance for dram, injury and property damage.

Parklet/Streatery Location and Description

Closest address to proposed parklet/streatery: _____
 Number of parking spaces to be occupied: _____
 (attach a map showing proposed location)

Type of Application: ___ Parklet ___ Streatery

Please provide a brief description of what you are proposing for your Parklet or Streatery.

Consider some of the following questions:

- Why do you want to install a parklet or a streatery?
- What do you hope your parklet or a streatery will do for your business & business area?
- What types of activities will your parklet support? Or your streatery during non-service hours?
- What will the hours of operation be for your streatery? Will alcohol be served?
- Are there any features that you specifically would want to include?

Attach a rendering of the proposed platform to be used. Indicated the length and width of platform and measures for any significant features on the rendering

Other attachments (letters of support from neighboring business / property owners, etc...)

PUBLIC RIGHT-OF-WAY LEASE AGREEMENT BETWEEN
_____ and THE CITY OF PERRY

THIS LEASE, made and entered into this _____ day of _____, 2020, by and between the City of Perry, Iowa, a municipal corporation (hereinafter referred to as "City") and _____ (hereinafter referred to as "Lessee"), witnesseth:

WHEREAS, the City is the titleholder of certain real estate situated in Perry, Dallas County, Iowa, which real estate is commonly known as the 2nd Street; and

WHEREAS, the City is desirous of leasing a portion of the real estate to the Lessee for outdoor dining purposes; and

WHEREAS, said portion of the real estate is not likely to be needed for municipal purposes within the term of this lease;

NOW, THEREFORE, For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Lessee agree as follows, to wit:

1. **PREMISES.** The City leases unto Lessee and Lessee leases from the City certain real property in the City of Perry, Dallas County, Iowa, hereinafter referred to as the "Leased Premises," and more particularly described as a SIZE OF AREA parking area immediately adjacent to the curb in front of STREET ADDRESS. The Lessee may increase the total area of the Leased Premises on a temporary basis to accommodate special events at the restaurant, but only with prior written permission of the City Administrator and the Chief of Police.
2. **TERM.** The term of this Lease shall be from April 1, 2020, to and including November 30, 2020.
3. **CONSIDERATION.** Lessee shall pay to the City for the use of the Leased Premises, a rental of (ie \$0.50) per square foot (SIZE OF AREA) per month. The rental shall be paid monthly on or before the first day of each month and partial months shall be prorated accordingly, at the office of the City Clerk, Security Bank Building, 1102 Willis Avenue, Suite 300, Perry, Iowa 50220.
4. **USE OF PREMISES.** Lessee may use the Leased Premises for purposes of a streatery/parklet, which may be covered or uncovered. An "Streatery" is defined, for the purposes of this Lease, as any group of tables and chairs, and authorized decorative and accessory devices, situated and maintained upon the public space on 2nd Street for use in connection with the consumption of food and beverages sold to the public from, or in, an adjoining indoor restaurant, or other indoor business selling food for consumption on the premises. Lessee shall not use or knowingly permit any part of the Leased Premises to be used for any unlawful purpose. The following restrictions shall apply to Lessee's use of the Leased Premises:
 - a. All outdoor dining furniture, including tables, chairs, umbrellas and authorized accessory items, shall be readily movable and such items shall not be stored or used upon the sidewalk, street or adjacent parking areas. Umbrellas must be secured with a minimum base of not less than sixty (60) pounds;
 - b. Barriers separating patrons from the pedestrian and vehicle traffic on the remainder of 2nd Street shall delineate the outdoor streatery. There shall be no more than one (1) break in the barrier to allow entrance to the outdoor dining area from the restaurant;
 - c. Lessee must restore the premises to a good and safe condition consistent with the use of the premises as a public way;

- d. The outdoor preparation of food is prohibited. All exterior surfaces within the outdoor streatory shall be easily cleanable, and shall be kept clean at all times by the Lessee. Restrooms for the streatory shall be provided in the adjoining indoor restaurant, or other indoor business selling food for consumption on the premises, and the streatory seating shall be counted in determining the restroom requirements of the indoor restaurant, or other indoor business selling food for consumption of the premises.
- e. Overnight trash and refuse storage for the outdoor streatory shall not be permitted within the outdoor dining area, and the Lessee shall remove all trash and litter as they accumulate. The Lessee shall be responsible for maintaining the outdoor dining area, including the square surface and furniture and adjacent areas in a clean and safe condition.
- f. The hours of operation are limited to between 10:00 A.M. and 10:00 P.M.;
- g. The City shall have the right and power, acting through the City Administrator or his designee to prohibit the operation of the outdoor streatory at any time because of anticipated or actual problems or conflicts in the use of 2nd Street; and
- h. Prior to December 1, 2020, Lessee shall remove all tables, chairs, barriers, other furniture, fixtures and decking from the Leased Premises and shall restore the Leased Premises to a good and safe condition consistent with the use of the premises as a public way.

5. DUTY TO MAINTAIN AND RIGHT TO INSPECT. Lessee has inspected the Leased Premises and leases it "as is." Lessee shall have the duty, at Lessee's sole expense, to maintain and repair the Leased Premises and keep same in as good a condition as when Lessee took possession thereof, except for the effects of ordinary wear and tear and depreciation arising from lapse of time or damage without fault or liability of Lessee; to remove debris from the Leased Premises and debris emanating from the leased premises which has migrated to adjoining areas, to cut or remove any weeds growing on the Leased Premises and to immediately provide City with notice of any damage to the Leased Premises or of the development of any dangerous condition on the Leased Premises. City shall have the right to reasonably enter and inspect the Leased Premises.

6. TAXES. During the Lease term, Lessee shall be responsible for payment of all personal property taxes on property located on the Leased Premises and for any real estate taxes assessed against the Leased Premises.

7. COVENANT OF QUIET ENJOYMENT. Lessee, upon payment of the rental herein reserved and upon performance of all of the terms of this Lease, shall at all times during the Lease term and during any extension thereof peaceably and quietly enjoy the Leased Premises without any unreasonable disturbance from City, its agents or employees.

8. COMPLIANCE WITH LAW. Lessee at its sole expense shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon the City of Lessee with respect to the Leased Premises. Lessee, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements or additions. Must show proof that more than 50% of business sales are from the sale of food.

9. UTILITIES AND OTHER SERVICES. Lessee shall pay all charges for gas, electricity, light, heat and power, and telephone and other communication service used, rendered, or supplied upon or in connection with the Leased Premises, and shall indemnify the City against any liability or damages on such account.

10. **HOLD HARMLESS.** Lessee shall indemnify, protect, save and hold harmless the City from and against any and all liability, losses, and damages to property or bodily injury or death to any person, including payments made under workers' compensation laws, and including damages caused by or arising out of any act of negligent omission of Lessee, its officers, agents, employees or contractors, happening or done in, on or about the Leased premises, or arising out of or in any way connected with the tenancy, use or occupancy thereof, or any part thereof, by Lessee or any person claiming through or under Lessee. Lessee's obligation to indemnify, save, protect and hold harmless shall include the obligation to pay all reasonable expenses incurred by the City in defending itself with regard to any of the aforementioned claims, including all out-of-pocket expenses such as attorney's fees and the value of any services rendered by lawyers for the City or any other officers or employees of the City.

11. **INSURANCE AND INDEMNIFICATION AGREEMENT.** Lessee agrees to keep in force during the term of this Lease comprehensive general liability insurance coverage in the amount of \$2,000,000 combined single limit, with insurance underwriters authorized to do business in the State of Iowa satisfactory to the City. Such insurance shall be provided on an occurrence basis and not on a claims made basis, and shall include coverage for premises and operations liability, and including independent contractors and for products-completed operations. The City shall be named as an additional insured on the insurance policy and the policy shall provide on its face that it may not be canceled except after at least thirty (30) days written notice to the City. The City Administrator, taking into account the financial resources of Lessee, risk involved to the City and to the general public, as well as other salient factors, shall approve the amount of the deductible. Lessee shall file with the City Clerk a certificate of insurance, which clearly discloses on its face coverage in conformity with all of the foregoing requirements, and if requested by the City, the Lessee shall additionally submit a certified copy of the policy to the City.

12. **TERMINATION OF LEASE AND DEFAULTS OF LESSEE.** This Lease Agreement shall terminate upon expiration of the Lease Term. Upon default of payment of rental or upon any other default of Lessee in accordance with the terms and provisions of this Lease Agreement, this Lease may, at the option of City, be canceled and forfeited; provided, however, before any such cancellation and forfeiture, the City shall give Lessee written notice specifying the default, or defaults, and stating that this Lease will be canceled and forfeited ten (10) days after the giving of such notice, unless such default or defaults are remedied within such grace period. In addition, the City shall have the right to terminate or cancel this Lease prior to the expiration of the demised term upon a determination by the Perry City Council that the Leased Premises are required for a public purpose and upon giving Lessee at least thirty (30) days written notice stating the intent to so terminate or cancel this Lease. If the City so terminates or cancels this Lease by giving thirty (30) days written notice, there shall be no damages except for prepaid rents, if any, which shall be refunded by the City upon request by Lessee on a pro rata basis.

13. **SURRENDER OF PREMISES AT TERMINATION.** Lessee agrees that upon termination of this Lease, Lessee shall surrender and deliver the Leased Premises in good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from lapse of time or damage without fault or liability of Lessee.

14. **REMOVAL OF FIXTURES.** Lessee shall have the right at termination of this Lease, if Lessee is not in default thereof, to remove any fixtures or equipment which Lessee has installed in the Leased Premises other than fixtures installed to replace those which were in the Leased Premises immediately prior to commencement of the Lease term, providing Lessee fully repairs any and all damages caused by removal. Any such fixtures or improvements which remain on the Leased Premises after the date of termination shall be considered abandoned and thereafter may be removed

and disposed of at the discretion of the City without the city incurring any liability therefor. However, at the termination of this Lease, Lessee shall remove any fixtures placed on the Leased Premises by Lessee and restore the Leased Premises to its original condition if the City so directs.

NOTICES. Notices as provided for in this Lease Agreement to the City shall be deemed sufficient if sent by certified mail with return receipt to the City Clerk, City of Perry, Security Bank Building, 1102 Willis Avenue, Perry, Iowa 50220. Notices as provided for in this Lease Agreement to Lessee shall be deemed sufficient if sent by certified mail with return receipt requested to Address, Perry, Iowa, 50220.

15. RIGHT TO ASSIGN AND SUBLEASE. Lessee may sublet all or portions of the Leased Premises for the remainder of the term only in conjunction with the sale and as a part of the transfer of the adjoining indoor restaurant business, to be operated at the same location, and only with the prior written approval of the Perry City Council, which approval shall not be unreasonably withheld. The covenants, conditions and terms of this Lease Agreement shall be binding on Lessee's successors and assigns.

16. This Lease Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties to this Lease Agreement have hereunto set their hands on this day and year as first above written.

CITY OF PERRY, IOWA

By: _____

ATTEST:

City Clerk

BUSINESS NAME

By: _____

BUILDING OWNER (if different from Business)

By: _____



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