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**Date** May 19, 2014

RESOLUTION CLOSING HEARING ON THE VACATION  
AND LEASE OF PUBLIC RIGHT-OF-WAY FOR A SIDEWALK CAFE  
IN THE ALLEY WEST OF AND ADJOINING 210 COURT AVENUE

WHEREAS, the City has received an application from Riley Drive Entertainment XIII, Inc., d/b/a Tonic on Court, represented by its President, Scott Anderson, to vacate and lease a portion of the north/south alley lying west of and adjoining its business at 210 Court Avenue, for the operation of a sidewalk cafe; and,

WHEREAS, the public right-of-way proposed to be used for the sidewalk cafes has not been previously vacated and must first be vacated before the City may approve the proposed Sidewalk Cafe Lease; and,

WHEREAS, vacation of the alley without the imposition of restrictive covenants on the future development of the alley as provided below would cause the adjoining building at 210 Court Avenue to be in violation of the Building and Fire Code setback requirements; and,

WHEREAS, on May 5, 2014, by Roll Call No. 14-0687, it was duly resolved by the City Council that the proposed vacation and lease of such right-of-way be set down for hearing on May 19, 2014, at 5:00 p.m., in the Council Chambers; and

WHEREAS, due notice of said proposal to vacate and lease public right-of-way was given as provided by law, setting forth the time and place for hearing on said proposal; and

WHEREAS, in accordance with said notice, those interested in said proposed vacation and lease, both for and against, have been given an opportunity to be heard with respect thereto and have presented their views to the City Council; NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, as follows:

1. Upon due consideration of the facts and statements of interested persons, the objections to said proposed vacation and lease of public right-of-way as described below are hereby overruled and the hearing is closed.

2. There is no public need for the right-of-way proposed to be vacated and subject to the imposition of the restrictions on the future use of the vacated alley as provided below, the public would not be inconvenienced by reason of the vacation of the portion of the north/south alley right-of-way lying west of and adjoining 210 Court Avenue, more specifically described as follows:

The North 55.0 feet of the North/South alley right-of-way being 16.5 feet in width and lying West of and adjoining Lot 11, Block 30, Original Town of Fort Des

( continued )

Date May 19, 2014

Moines, an Official Plat, all now included in and forming a part of the City of Des Moines, Polk County, Iowa.

3. To preserve the existing rights of the owners of buildings adjoining the vacated alley to have window openings adjoining the vacated alley, the Mayor and City Clerk are hereby authorized and directed to execute the Declaration of Covenants imposing restrictions on the future development of the vacated alley, in the form prepared by the City Legal Department and available for inspection in the office of the City Clerk. The City Clerk shall cause the executed Declaration of Covenants to be recorded in the office of the Polk County Recorder with and immediately following the vacation ordinance.

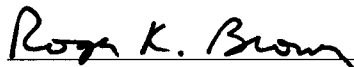
4. Subject to final passage and publication of the ordinance vacating such right-of-way, the lease of the following described portion such vacated right-of-way:

The South 51.00 feet of the North 54.17 feet of the North/South alley right-of-way being 16.5 feet in width and lying West of and adjoining Lot 11, Block 30, Original Town of Fort Des Moines, an Official Plat, all now included in and forming a part of the City of Des Moines, Polk County, Iowa.

to Riley Drive Entertainment XIII, Inc., d/b/a Tonic on Court, for the operation of a sidewalk cafe is hereby approved, and the Permit and Development Center Administrator is hereby authorized and directed to sign a Lease Agreement for Sidewalk Cafe with such business in the approved standard form.

MOVED by \_\_\_\_\_ to adopt.

FORM APPROVED:

  
 Roger K. Brown, Assistant City Attorney  
 G:\SHARED\LEGAL\BROWN\Sidewalk Cafes\Tonic on Court\RC Hrg.doc

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
GATTO				
GRAY				
HENSLEY				
MAHAFFEY				
MOORE				
TOTAL				

**CERTIFICATE**

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED APPROVED  
 \_\_\_\_\_ Mayor

\_\_\_\_\_ City Clerk

**For City use only:**

City ID No.: _____	Premises Address: _____
Received on: _____	Term Expires: _____
Annual Rent: \$ _____	First Year Rental: \$ _____
Approved by City Council on _____	By Roll Call No. _____

## LEASE AGREEMENT FOR SIDEWALK CAFE

**Lessee:** The following business or individual(s) (hereinafter referred to as the "Lessee") hereby make(s) application to the City of Des Moines for a lease to operate a sidewalk cafe upon the Leased Property identified below, for the term and rental, and subject to the conditions and limitations identified below.

Name of the "Lessee": Riley Drive Entertainment XIII, Inc. dba Tonic on Court  
Print name of individual(s) or business entity

Lessee's authorized representative: Scott W. Anderson  
Mailing address: 8801 Renner Blvd., Suite 403, Lenexa, Kansas 66219  
Phone Number: 913-945-2801

Address of business location for sidewalk cafe: 210 Court Avenue Des Moines, IA

1. **LEASED PREMISES.** The City leases unto Lessee and Lessee leases from the City certain real property located in the City of Des Moines, Polk County, Iowa, hereinafter referred to as the "Leased Premises," and more particularly described in Exhibit "A" attached hereto, and containing 820 square feet.

2. **TERM.** The term of this Lease Agreement shall commence on the date this Lease Agreement is approved by the City Council and signed by the City Permit and Development Center Administrator, or the Administrator's designee, and shall terminate on December 31<sup>st</sup> of the second calendar year thereafter (for a term not to exceed 3 years). The term of this Lease Agreement is further subject to the requirement that the Lessee remain the tenant in possession of the adjoining property. At the City's discretion, the term of this Lease Agreement shall end immediately in the event Lessee ceases for any reason to be in possession of the adjoining property. The City may allow Lessee to sublet all or portions of the Leased Premises for the remainder of the term with the prior written approval of the Permit and Development Center Administrator. The covenants, conditions and terms of this Lease Agreement shall be binding on Lessee's successors and assigns.

3. **CONSIDERATION.** Lessee shall pay to the City a rental in the amount of \$3,790, for the use of the Leased Premises for the term of this Lease. This rental shall be paid by Lessee and collected by City at the time City executes this Lease.

4. **USE OF PREMISES.** Lessee may use the Leased Premises for purposes of a patio and sidewalk cafe. Lessee shall, at Lessee's sole expense, cause the Leased Premises to be improved and maintained in compliance with the City of Des Moines Sidewalk Cafe Design Standards attached as Attachment "C", and in substantial conformance with the Site Plan attached as Exhibit "B". In the event of any conflict between the Design Standards and the Site Plan, the requirements of the Design Standards shall control. Lessee shall not use or knowingly permit any part of the Leased Premises to be used for any unlawful purpose. Any equipment used for cooking must be within an approved enclosure to prevent inadvertent contact by the public with hot surfaces.

5. **DUTY TO MAINTAIN AND RIGHT TO INSPECT.** Lessee has inspected the Leased Premises and leases same "as is." Lessee shall have the duty, at Lessee's sole expense, to maintain and repair the

5. DUTY TO MAINTAIN AND RIGHT TO INSPECT. Lessee has inspected the Leased Premises and leases same "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 any ice, snow and debris from the Leased Premises; to cut or mow any grass or weeds 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 Agreement, shall at all times during the term of this Lease Agreement and during any extension thereof peaceably and quietly enjoy the Leased Premises without any unreasonable disturbance from City, its agents or employee. However, City and franchised utilities, and their officers, employees and agents may order the immediate removal of all equipment and personal property from the Leased Premises and temporarily take possession and occupy the Leased Premises when and to the extent reasonably necessary for the maintenance, repair or replacement of any public utilities located under, over or within the Leased Premises. Upon completion of any such maintenance, repair or replacement activities, the City or franchised utility shall promptly restore the surface of the Leased Premises to substantially the same condition it was in prior to such activities.

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 or 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 Agreement, or for the making of repairs, alterations, improvements or additions.

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. INDEMNIFICATION AND INSURANCE. Lessee shall defend, pay on behalf of, indemnify and hold harmless the City of Des Moines, Iowa, its elected and appointed officials, employees and volunteers, and others working on behalf of the City, as provided in the accompanying City of Des Moines Standard Insurance & Indemnification Requirements for Sidewalk Cafes. Lessee shall also obtain and maintain in continuous effect during the term of this Lease Agreement and while any of its obligation remain unsatisfied, the insurance coverages, limits and endorsements as provided in the said Standard Insurance & Indemnification Requirements, and shall provide City with Certificated of Insurance confirming that such insurance is in effect. Lessee further agrees to the waiver of subrogation under all such insurance policies as set forth in such Standard Insurance & Indemnification Requirements.

11. TERMINATION OF LEASE AND DEFAULTS OF LESSEE. This Lease Agreement shall terminate upon expiration of the lease term as provided in Section 2. This Lease Agreement may be terminated by the City prior to the expiration of the lease term for cause as provided in Des Moines City Code §102-577, and in the event the Leased Premises are needed for a public purpose as provided in §102-578.


12. REMOVAL OF FIXTURES AND RAILINGS AND RESTORATION OF PREMISES. Unless otherwise approved by City in writing, upon the termination of this Lease Agreement Lessee shall remove all fixtures, equipment and other items which Lessee has installed or placed on the Leased Premises, and 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. Any fixtures, equipment and other items which remain on the Leased Premises after the date of termination shall be considered abandoned and may be removed and disposed of at the discretion of the City without the City incurring any liability therefore.

13. SPECIAL PROVISIONS. Any special provisions will be identified in an attachment to this lease prepared by the City Legal Department and signed by the Lessee.

**Execution by Lessee:**

The undersigned Lessee hereby agrees to lease the Leased Premises from the City of Des Moines upon the terms and conditions identified above.

Riley Drive Entertainment XIII, Inc.  
*Business name if Lessee is not an individual*

By:   
Signature of individual or authorized agent of business

Date signed: April 21, 2014.

**Execution by City:**

The City of Des Moines hereby agrees to lease the Leased Premises to the Lessee upon the terms and conditions identified above. The undersigned representative of the City of Des Moines is authorized to sign this Lease Agreement on behalf of the City pursuant to Section 102-576 of the Des Moines City Code.

**City of Des Moines, Iowa**

By: \_\_\_\_\_  
Phil Delafield, Permit and Development Center Administrator

Date signed: \_\_\_\_\_, 20\_\_.

**Attachments:**

1. Insurance and Indemnification Requirements for Sidewalk Cafe Leases.
2. City of Des Moines Design Standards and Operational Requirements for Sidewalk Cafes.
3. Plat of Survey of the Leased Premises prepared by a Land Surveyor or Professional Engineer and labeled Exhibit "A". *(See Section 1 of Lease Agreement.)*
4. Site Plan showing the improvements and furnishings to be placed upon the Leased Premises. The site plan shall include pictures and drawings sufficient to show how the Leased Premises and adjoining building will look, and the design and materials to be used for any fence or other enclosure upon the Leased Premises. *(See Section 4 of Lease Agreement.)*
5. Certificate of Insurance, labeled as Exhibit "B". *(See Section 10 of Lease Agreement.)*
6. Consent Form from Adjoining Property Owners
7. Special Provisions to this Lease Agreement, if any. *(See Section 13 of Lease Agreement.)*

## CITY OF DES MOINES, IOWA

### SIDEWALK CAFÉ LEASE INSURANCE AND INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment, the term “City” shall mean the City of Des Moines, Iowa, including its elected and appointed officials, employees, agents, volunteers, boards, commissions and others working on its behalf.

#### I. GENERAL PROVISIONS

- *Lessee* shall purchase and maintain insurance, as required below, throughout the duration of this Lease.
- Insurance companies may be either “admitted” or “nonadmitted” to do business in the State of Iowa and shall have an A.M. Best Rating of B+ or greater.
- Insurance policies shall be written on an occurrence basis and in form and amounts and with companies satisfactory to the City, unless otherwise approved by the City.
- Certificates of Insurance evidencing insurance coverage shall be submitted to the City prior to commencement of activities authorized under this Lease and upon insurance policy renewals throughout the duration of this Lease (*see Proof of Insurance below*).
- City shall receive 30 days written notification of cancellation of insurance.

#### II. INSURANCE REQUIREMENTS

##### A. Commercial General Liability Insurance

- Coverage – Bodily injury and Property Damage.
- Policy Form – Standard ISO Commercial General Liability Policy (CG 0001 with standard exclusions) or its non-ISO equivalent form.
- Limits – No less than a \$1,000,000 per occurrence and aggregate CSL.
  - An Umbrella or Excess Liability policy may be added, if necessary, to meet this limit.
- Policy must include –

(a) Contractual Liability	(d) Independent Contractors Coverage
(b) Premises and Operations	(e) Personal and Advertising Injury
(c) Products/Completed Operations	(f) XCU – When applicable

##### B. Liquor Liability Insurance (When applicable to use of leased premises)

- Type of Coverage – Bodily Injury and Property Damage.
- Limits – No less than \$1,000,000 per occurrence CSL

##### C. Proof – Certificate of Insurance

- *Lessee* shall submit Certificate(s) of Insurance to:  
*City of Des Moines, Iowa*  
*Permit and Development Center*  
*602 Robert D. Ray Drive*  
*Des Moines, IA 50309*
- Certificate(s) of Insurance shall specify:  
*City of Des Moines, Iowa – Sidewalk Café Lease*

- SAMPLE CERTIFICATE - Complete Certificate(s) of Insurance as per the attached Sample Certificate.

### III. INDEMNIFICATION PROVISION

To the fullest extent permitted by law, *Lessee* agrees to defend, pay on behalf of, indemnify, and hold harmless the City against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with *Lessee's* use or occupancy of City right-of-way.

*Lessee's* obligation to indemnify the City contained in this Lease is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.

The City shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by *Lessee*, its officers, employees, subcontractors, and others affiliated with *Lessee*, arising out of or in any way connected or associated with *Lessee's* use or occupancy of City right-of-way, except for and only to the extent caused by the negligence of the City of Des Moines, Iowa.

*Lessee* expressly assumes full responsibility for any and all damages to City property arising out of or in any way connected or associated with *Lessee's* use or occupancy of City right-of-way including, but not limited to, the activities of *Lessee*, its officers, employees, subcontractors, and others affiliated with *Lessee*.

*Lessee* shall ensure that its activities on City property will be performed and supervised by adequately trained and qualified personnel and *Lessee* will observe, and cause its officers, employees, subcontractors and others affiliated with *Lessee* to observe all applicable safety rules.

### IV. WAIVER OF SUBROGATION PROVISION

To the fullest extent permitted by law, *Lessee* hereby releases the City, its elected and appointed officials, its agents, employees and volunteers from and against any and all liability or responsibility to the *Lessee* or anyone claiming through or under the *Lessee* by way of subrogation or otherwise, for any loss without regard to the fault of the City or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full for and effect only with respect to loss or damage occurring during the time of this Lease. The *Lessee's* policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the *Lessee* to recover thereunder.

**City of Des Moines**  
**Design Standards and Operational Requirements for Sidewalk Cafes**  
(Applicable to Sidewalk Cafe Leases and Permits)

**A. Design Standards.** Any sidewalk cafe located upon a public sidewalk must conform to the following design standards:

- 1) *Maintenance of pedestrian pathway.* A 6 feet clear passageway must be maintained at all times upon the adjoining public sidewalk for pedestrian travel. If any permanent structure, such as but not limited to, a parking meter, planter, fire hydrant, light pole, or traffic control device is placed within the adjoining public right-of-way at any time, the operator of the sidewalk cafe shall make accommodation for the required clearance for pedestrian travel. The leased area shall not be cut out around a permanent structure and shall not impede pedestrian traffic.
- 2) *Permanent improvements prohibited under Permit.* Any sidewalk cafe operated under authority of a Permit must be designed to allow all tables, chairs and other materials placed upon the public sidewalk to be removed from the sidewalk and the sidewalk must be restored for public use whenever the sidewalk cafe is not open for business. A temporary enclosure (such as poles with ropes) may be used to enclose the sidewalk cafe area, if it complies with the standards in paragraph 1 above and is removed whenever the sidewalk cafe is not open for business.
- 3) *Enclosure required for a Lease.* Any sidewalk cafe operated under authority of a Lease must be enclosed by a physical barrier conforming to the requirements in paragraph 1) above, and the following. The barrier shall separate the sidewalk cafe from the remainder of the public way. The barrier may be a partition, fence, planters, railing fence, or combination of the above, and shall have a minimum height of 36 inches, and shall be no more than 42 inches in height. The barrier must be of such configuration that it will not topple over due to wind or incidental contact with patrons or pedestrians. The barrier must be maintained in place at all times that the leased area is open to the public. No portion of the barrier shall be placed on or extend over the public sidewalks outside the leased area. Any such enclosure must contain exits in accordance with building code, and must have a 6-inch 'toe kick' (solid, not recessed) at the base to comply with ADA requirements. The leased area shall be sufficient to reasonably allow for the placement and use of tables and chairs, and provide maneuvering area for service staff.
- 4) *No encroachment into adjoining sidewalk.* All portions of any barrier and materials used to enclose a sidewalk cafe, and all tables, chairs, umbrellas, canopies, and other materials used for the sidewalk cafe must be fully contained within the sidewalk cafe area as described in the Lease or Permit.
- 5) *Removal of Improvements from Leased Area.* The improvements placed on a public sidewalk under authority of a Lease shall be temporary in nature so as to assure that the sidewalk can be readily restored to its original condition upon the expiration of the Lease. If any platforms or other permanent improvements are proposed, the City may require a sufficient bond for the restoration of the sidewalk as a condition of the Lease.
- 6) *Signage.* No advertising signs may be placed within the sidewalk cafe area or on any fixtures used for an enclosure, with the exception of advertising on individual table umbrellas or equipment that customarily includes advertising.
- 7) *Lighting.* No lighting may be used that would create a trip hazard or nuisance to patrons, pedestrians, traffic or adjacent property owners (no strobe lights, electrical cords, etc.).
- 8) *Bathrooms.* Adequate toilet facilities must be available to accommodate the added seating.



- 9) *Location on Sidewalk.* The sidewalk cafe must be located adjacent to the building occupied by the cafe operator, and not across a pedestrian passageway from the building.

**B. Operational Standards.** Any sidewalk cafe located on a public sidewalk must conform to the following operational standards:

- 1) *General.* All sidewalk cafe employees shall be subject to and comply with applicable state, local standards for a retail food establishment.
  - a) Patrons must wear shoes and shirt at all times.
  - b) All sidewalk cafes must have openings for entrance and egress at all times. Required building and sidewalk cafe exits must not be obstructed.
  - c) All sidewalk cafes must adhere to the size, design, and specifications contained in the approved Lease or Permit and these Design Standards and Operational Requirements for Sidewalk Cafes.
  - d) Strict adherence to hours of operation, clear space for pedestrians, enclosure barriers, and lighting and sound limitations is mandatory.
  - e) The occupancy of a sidewalk cafe enclosed by a physical barrier shall not exceed the number of individuals who can be seated at tables within the area of the sidewalk cafe, together with service staff.
- 2) *Insurance.* The owner/operator of the sidewalk cafe must provide insurance conforming to the City's standards.
- 3) *Sale of alcohol.* A Lease for a sidewalk cafe (rather than a Permit) is required for the sale or consumption of alcoholic beverages. The sale and consumption of alcoholic beverages in the sidewalk cafe must conform with the requirements of Chapters 10 and 134 of the City Code (regarding licensing, permitted location, hours of operation, etc.).
- 4) *Trash removal.* The operator of a sidewalk cafe must ensure the removal of all wrappings, litter, debris, food and other trash from the sidewalk cafe area and surrounding area. Sidewalks must be washed down on a regular basis. Trash from the cafe shall not be disposed of in city containers.
- 5) *Noise.* A sidewalk cafe shall comply with the Noise Control Ordinance codified at Section 42-246 et. seq. of the City Code. Amplified sound is not allowed at any time, unless authorized by an appropriate sound permit.
- 6) *Loitering.* The operator of a sidewalk cafe must employ best business practices to maintain the free flow of pedestrian traffic on the adjoining public sidewalk by discouraging patrons within the business and sidewalk cafe from interacting with individuals on the adjoining public sidewalk in a manner that encourages those individuals to assemble in a manner that blocks the adjoining public sidewalk.
- 7) *Inspections.* Sidewalk cafes are subject to routine inspections by the City staff. A copy of the sidewalk cafe Lease or Permit shall be kept on the premises and shall be immediately presented for review upon request by a uniformed police officer.

The issuance of a Lease or Permit for the use of the public right-of-way for the operation of a sidewalk cafe is a privilege granted by the City Council. The City of Des Moines urges you to comply with all rules and regulations to demonstrate respect for the community in which your cafe is located.

Approved by Roll Call No. 13-0163 on Jan 29, 2013.

**Exhibit "A"**

**to Lease Agreement for Sidewalk Cafe  
adjoining 210 Court Avenue**

THE SOUTH 51.00 FEET OF THE NORTH 54.17 FEET OF THE NORTH/SOUTH ALLEY  
BEING 16.5 FEET IN WIDTH AND LYING BETWEEN LOT 2 AND LOT 11 OF BLOCK 30  
IN THE ORIGINAL TOWN OF FORT DES MOINES, NOW INCLUDED IN AND FORMING  
A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA AND CONTAINING  
841.5 S.F. MORE OR LESS.

Exhibit "A" part 2

**NEUMANN MONSON ARCHITECTS**  
 A PROFESSIONAL CORPORATION  
 211 COLLEGE ST., LOUISIANA CITY, LA 70242  
 504.337.2774 337.3267.82 FAX  
 1000 WALNUT ST., DES MOINES, IA 50319  
 515.257.7200 515.257.8757 FAX

Consultants

Structural Engineer  
**CHARLES SAUL ENGINEERING INC.**  
 1333 W. UNIVERSITY BLVD.  
 DES MOINES, IA 50311  
 P: 515-278-3900

General Contractor - Building Shell  
**GRAMM CONSTRUCTION CO.**  
 421 GRAND AVE.  
 DES MOINES, IA 50309  
 P: 515-489-7170

General Contractor - Bar and Patio  
**GREGSON CONSTRUCTION**  
 4945 MEADOW VALLEY DRIVE  
 DES MOINES, IA 50325  
 P: 515-252-1555

**Project Title**  
**210 Court Avenue**

Owner:

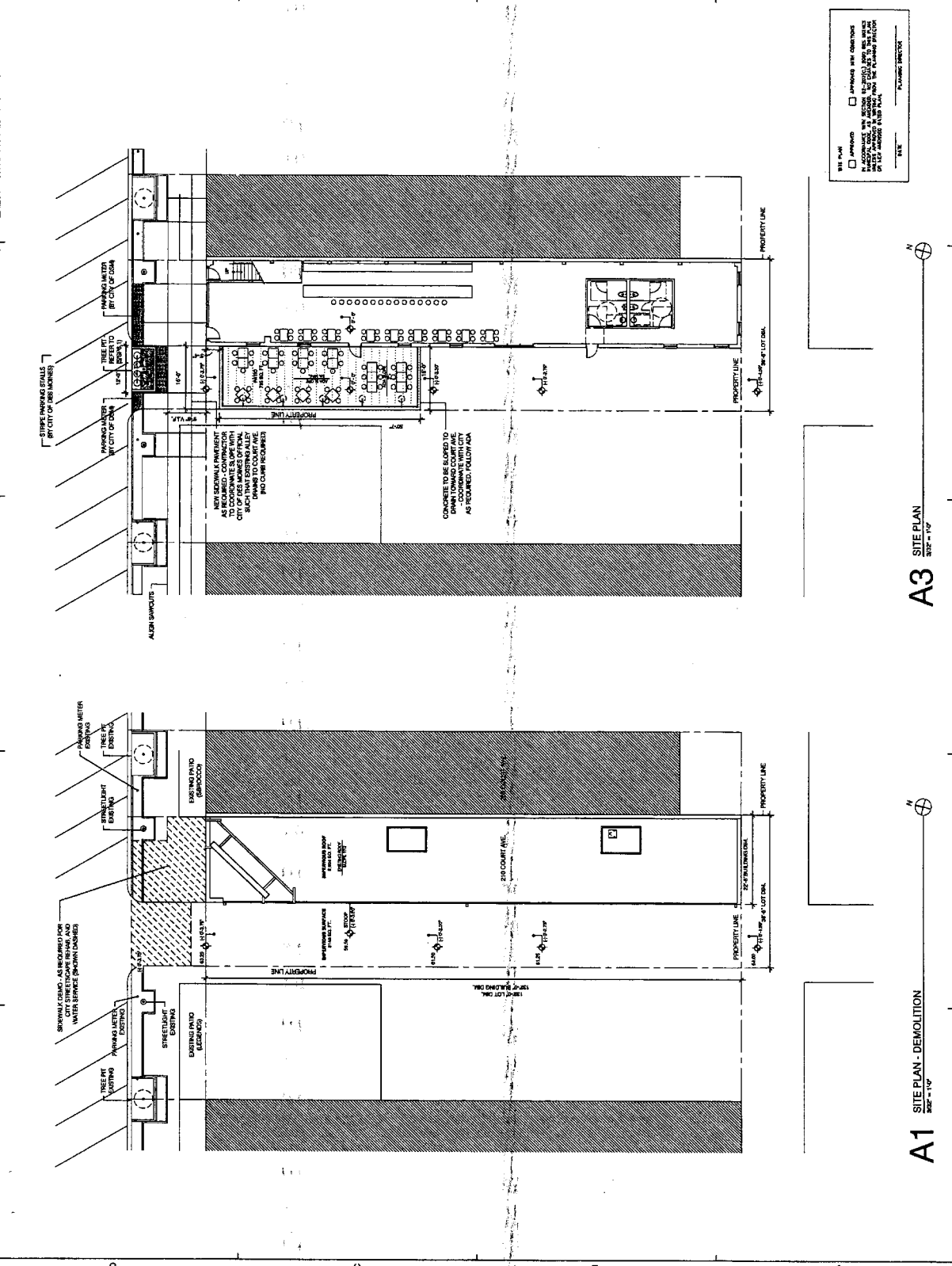
Project No: 13.014  
 Drawn by: [blank]  
 Checked by: [blank]

Date	Description
10.18.2013	PERMIT DOCUMENT
04.18.2014	FINAL PERMIT SET

Notes:  
 1. SEE ALL DIMENSIONS AND NOTES ON ALL SHEETS.  
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DES MOINES, IOWA, CITY CODE AND ALL APPLICABLE ORDINANCES.  
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DES MOINES, IOWA, CITY CODE AND ALL APPLICABLE ORDINANCES.  
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DES MOINES, IOWA, CITY CODE AND ALL APPLICABLE ORDINANCES.

**SITE PLAN AND SIDEWALK DETAILS**

Sheet Number: **G-003**



**A3 SITE PLAN**  
 3/8" = 1' @



**A1 SITE PLAN - DEMOLITION**  
 3/8" = 1' @

**PROJECT OWNER:**  
BURNS PARTNERS, LLC  
419 8TH AVENUE, SUITE 209  
DES MOINES, IA 50309  
P: 515-413-1445

**APPLICANT:**  
BURNS PARTNERS, LLC  
419 8TH AVENUE, SUITE 209  
DES MOINES, IA 50309  
P: 515-413-1445

**SITE PLAN PREPARED BY:**  
JUSTIN BURHAM ARCHITECTS  
210 COURT AVENUE, SUITE 209  
DES MOINES, IA 50309  
P: 515-278-3800

**LEGAL DESCRIPTION FOR 210 COURT AVENUE:**  
SECTION 01, TOWNSHIP 22N, RANGE 13W, DISTRICT 1, DES MOINES, IOWA  
DIST. PARCEL = 02001348-000-000

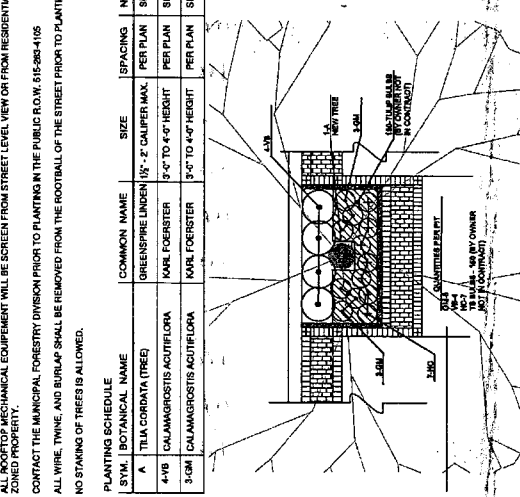
**ZONING:** C3-R CENTRAL BUSINESS DISTRICT MIXED-RESIDENTIAL DISTRICT  
**EXISTING USE:** ASSEMBLY/BUSINESS  
**TOTAL FLOOR AREA:** 2,204 SQUARE FEET  
**OFF-STREET PARKING:** NO PARKING REQUIRED  
**SETBACKS:** 0

**BUILDING HEIGHT:** EXISTING HEIGHT 30'-0" / 2 STORES  
**SPRINKLER SYSTEM:** FULLY SPRINKLERED BUILDING - PROPOSED NEW FOR THE ENTIRE BUILDING

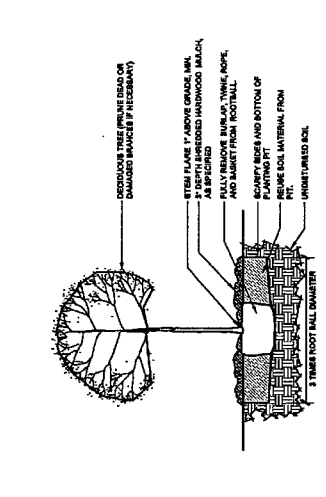
**SITE PLAN, PLANTING NOTES:**  
ANY AMENDMENTS OR CHANGES TO THE PROJECT SETS THAT DO NOT MEET WHAT IS SHOWN ON THE APPROVED SITE PLAN MUST BE APPROVED WITH THE PERMIT AND DEVELOPMENT CENTER PRIOR TO CONSTRUCTION OR INSTALLATION.  
ALL REQUIRED LANDSCAPING, BOTH EXISTING AND PROPOSED, SHALL BE MAINTAINED FOR THE LIFE OF THE CERTIFICATE OF OCCUPANCY.  
ALL ROOFTOP MECHANICAL EQUIPMENT WILL BE SCREENED FROM STREET LEVEL VIEW OR FROM RESIDENTIALLY ZONED PROPERTY.  
CONTACT THE MUNICIPAL FORESTRY DIVISION PRIOR TO PLANTING IN THE PUBLIC R.O.W. 515-268-4105  
NO SHRUB, TRUNK, AND BURLAP SHALL BE REMOVED FROM THE ROOTBALL OF THE STREET PRIOR TO PLANTING  
NO STAKING OF TREES IS ALLOWED.

**PLANTING SCHEDULE**

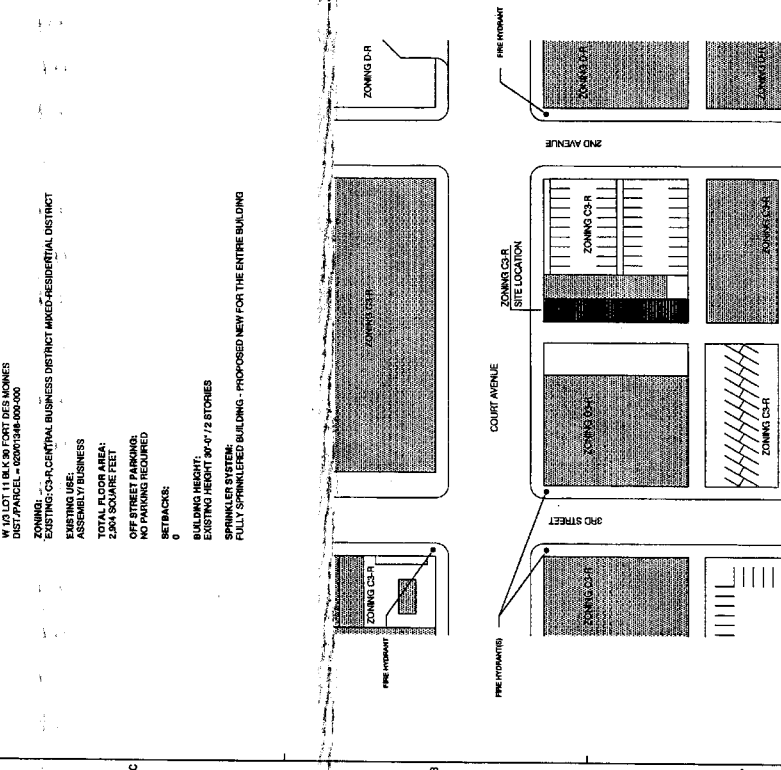
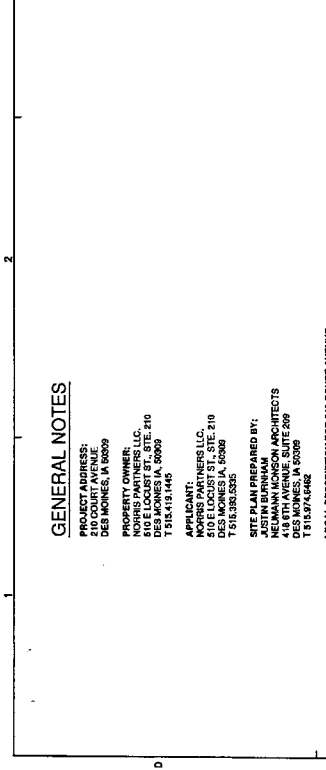
SYM.	BOTANICAL NAME	COMMON NAME	SIZE	SPACINGS	NOTE
A	TILIA CORDATA (TREE)	GREENSPIRE LINDEN	1 1/2" - 2" CALIPER MAX.	PER PLAN	SEE 7/SPR.1/0-004 FOR SECTIONAL DETAIL OF TREE
4-YB	CALAMAGROSTIS ACUTIFLORA	KARL FOERSTER	3" x 2" TO 4" x 2" HEIGHT	PER PLAN	SPACING 36" TO 36"
3-GR	CALAMAGROSTIS ACUTIFLORA	KARL FOERSTER	3" x 2" TO 4" x 2" HEIGHT	PER PLAN	SPACING 36" TO 36"



**5 TYPE B TREE PIT PLANTING PLAN (SHADE)**  
SPR.1/ SCALE: 1/8" = 1'-0"



**7 DETAIL DECIDUOUS TREE PLANTING**  
SPR.1/ NOT TO SCALE



**A2 VICINITY MAP**  
1" = 50'-0"

**Project Title:**  
210 Court Avenue

**Owner:**  
Project No.: 13.074  
Drawn by:  
Checked by:  
Issued:

**Revisions:**

Date	Description
03.10.2013	PERMIT DOCUMENT
03.10.2014	FINAL PERMIT SET

**Note:**  
THE PERMIT SET IS A PRELIMINARY PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE PERMIT SET IS NOT TO BE USED FOR CONSTRUCTION OR INSTALLATION. ANY CHANGES TO THE PROJECT SETS THAT DO NOT MEET WHAT IS SHOWN ON THE APPROVED SITE PLAN MUST BE APPROVED WITH THE PERMIT AND DEVELOPMENT CENTER PRIOR TO CONSTRUCTION OR INSTALLATION.

**Sheet Title:**  
**SITE PLAN AND SIDEWALK DETAILS**

**Sheet Number:**  
**G-004**

**General Contractor - Bar and Peto**  
**GREGSON CONSTRUCTION**  
1055 4TH AVENUE, SUITE 209  
WEST DES MOINES, IA 50306  
P: 515-525-1555

**NEUMANN MONSON**  
**ARCHITECTS**

A PROFESSIONAL CORPORATION  
271 L. COLLIER ST. | IOWA CITY, IA 52242  
515.281.7400 | FAX 515.281.7401  
200 EAST MAIN ST. | DES MOINES, IA 50319  
515.281.7400 | FAX 515.281.7401

Consultants

Structural Engineer  
**CHARLES SAUL ENGINEERING INC.**  
4308 UNIVERSITY AVE.  
DES MOINES, IA 50311  
P: 515.274-3900

General Contractor - Building Shell  
**RENNAN CONSTRUCTION CO.**  
421 OSBORN AVE.  
DES MOINES, IA 50309  
P: 515-698-7170

General Contractor - Bar and Patio  
**GREGSON CONSTRUCTION**  
4545 MEADOW VALLEY DRIVE  
DES MOINES, IA 50385  
P: 515-252-1855

Project Title  
**210 Court  
Avenue**

Owner:

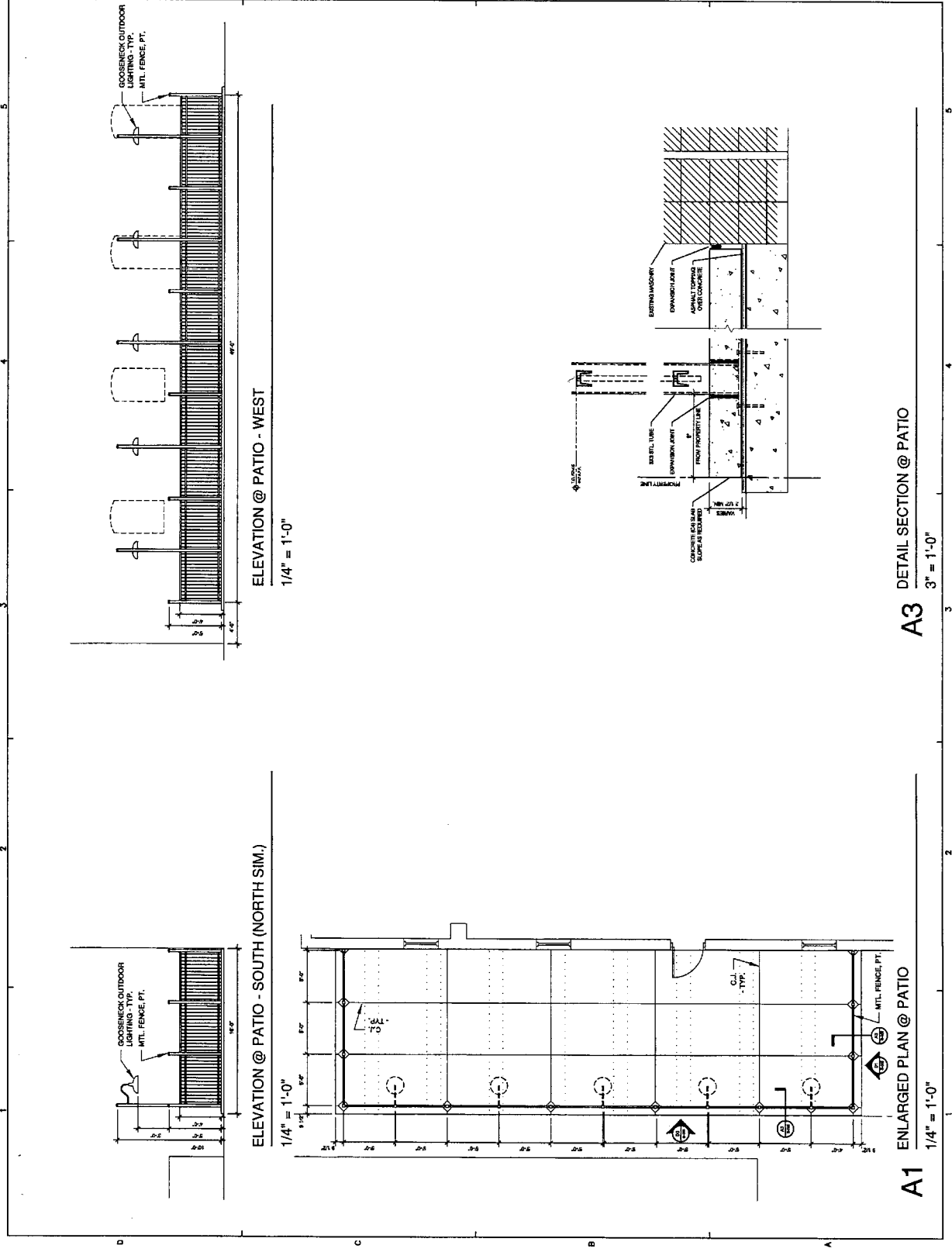
Project No.: 13.014  
Drawn by:  
Checked by:

Date	Description
04.18.2013	PERMIT DOCUMENT
04.18.2014	PATIO PERMIT SET

Notes:  
SEE PLAN FOR ALL DIMENSIONS AND FINISHES.  
ALL DIMENSIONS UNLESS OTHERWISE NOTED.  
ALL MATERIALS TO BE APPROVED BY ARCHITECT.  
© COPYRIGHT 2014 NEUMANN MONSON ARCHITECTS  
DES MOINES, IOWA  
UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN FEET AND INCHES.  
INCREASING SCALE OR DIMENSION IS REQUIRED.

Sheet Title:  
**PATIO  
DETAILS**

Sheet Number:  
**G-005**



**ELEVATION @ PATIO - WEST**  
1/4" = 1'-0"

**ELEVATION @ PATIO - SOUTH (NORTH SIM.)**  
1/4" = 1'-0"

**A3** **DETAIL SECTION @ PATIO**  
3" = 1'-0"

**A1** **ENLARGED PLAN @ PATIO**  
1/4" = 1'-0"

Exhibit "B"



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/21/2014

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 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).

<b>PRODUCER</b> Bukaty Property & Casualty Services Inc. 11221 Roe Avenue  Leawood KS 66211	CONTACT NAME: Leslie Zornes PHONE (A/C, No. Ext): (913) 345-0440 E-MAIL ADDRESS: lzornes@bukaty.com	FAX (A/C, No.): (913) 345-2608
	INSURER(S) AFFORDING COVERAGE	
<b>INSURED</b> Riley Drive, Inc. 8801 Renner Boulevard Suite 403 Lenexa KS 66219	INSURER A: North American Capacity Ins Co	
	INSURER B: Torus National Insurance Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**      **CERTIFICATE NUMBER:** 10-20-13/14 LIA MASTER      **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			88-G0002304-01	10/20/2013	10/20/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			78140E131ALI	10/20/2013	10/20/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED    RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			88-G0002304-01	10/20/2013	10/20/2014	EA COMMON CAUSE \$1,000,000 AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: Riley Drive Entertainment XIII, Inc. - 210 Court Avenue, Des Moines IA 50309 -  
 City of Des Moines, Iowa - Sidewalk Cafe Lease  
 City of Des Moines, Iowa is an additional insured for general liability with respect to the named insured's operations for/on behalf of the certificate holder when required by written contract. The general liability coverage is considered primary and noncontributory with respect to claims arising from the activities of the named insured. Waivers of subrogation where allowed by law. Endorsements available upon request.

<b>CERTIFICATE HOLDER</b>  City of Des Moines, Iowa Permit and Development Center 602 Robert D. Ray Drive Des Moines, IA 50309	<b>CANCELLATION</b>  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  Leslie Zornes/LESLIE <i>Leslie Zornes</i>

### Consent Form from Adjoining Property Owners Consent to Allow Sidewalk Cafe

**REGARDING:** the operation of a Sidewalk Cafe by the business and at the location described below:

Business Name: NORRIS PARTNERS, LLC (TONIC AS TENANT)  
*(Name of business proposing to have a sidewalk cafe.)*

Business Address: 210 COURT AVE DES MOINES, IA 50309  
*(Address of business premises adjoining the proposed Sidewalk.)*

Specific location and dimensions of the proposed sidewalk cafe:  
SEE ATTACHED SITE PLAN  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will the sidewalk cafe be used for the sale of alcoholic beverages?  
 Yes  
 No

Each of the undersigned is an owner or tenant of property adjoining the business identified above, and hereby consent to such business having a sidewalk cafe upon the public sidewalk as described above.

Date: 11/18/2013

  
*(Signature)*

David Keller as Manager  
*(Printed Name)* Court Center, LLC

\_\_\_\_\_  
*(Signature of 2<sup>nd</sup> owner)*

\_\_\_\_\_  
*(Printed Name)*

I (we) own or are tenants of the property at the address below which adjoins the business identified above:

Court Center, LLC  
216 Court Ave.

Mailing Address: *(if different)*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Des Moines, Iowa 50309