



DOWNTOWN SQUARE COMMISSION MEETING

March 21, 2023

9:00 AM

City Council Chambers

Agenda

- 1. Call to Order**
- 2. Roll Call**
- 3. Agenda Approval**
 - A. Approval of the meeting agenda.
- 4. Minutes Approval**
 - A. Approval of the meeting minutes from February 15th,
- 5. Public Comment**
- 6. Old Business**
- 7. New Business**
 - A. Presentation from Indianola Public Works on the snow removal process in the Downtown Square.
 - B. Consider Approval of a Sidewalk Agreement with Willow Moon Apothecary, located at 208 West Ashland Avenue.
 - C. Consider Approval of a Sidewalk Agreement with adorn, located at 119 West Salem Avenue.
 - D. Consider Approval of a Sidewalk Agreement with Feed and Foster, located at 103 North Buxton Street.
 - E. Consider Approval of a Sidewalk Agreement with Tiny Tots to Teens, located at 102 North Howard Street.
 - F. Consider Recommendation on Public Right-of-way Lease with the Brickhouse, located at 107 North Buxton Street.
 - G. Consider Recommendation on Public Right-of-way Lease with the Local Vine, located at 126 West Ashland Avenue.
- 8. Comments**
- 9. Adjourn**



MEMORANDUM

To: Downtown Square Commission
From:
Date: March 21, 2023
Subject: Approval of the meeting minutes from February 15th,

Discussion:

Recommendation:

Attachments: 1. February Meeting Minutes



DOWNTOWN SQUARE COMMISSION MEETING

February 21, 2023

9:00 AM

City Council Chambers

Minutes

1. Call to Order

Meeting was called to order at 9:00 AM

2. Roll Call

Board members present: Kamie Haynes, Jamie Parrott, Amanda Ripperger, Doug Gaumer, Erin Freeburg, Rob Keller, Marvin Gibbins

Staff members present: Charlie Dissell

3. Agenda Approval

A. Approval of the agenda for February's meeting.

Kamie Haynes made a motion to approve the agenda. Doug Gaumer seconded the motion. Motion was passed.

4. Minutes Approval

A. Approval of January's meeting minutes.

Rob Keller made a motion to approve the meeting minutes from January. Jamie Parrott seconded the motion.

The motion was passed.

5. Public Comment

6. Old Business

7. New Business

A. Consider Approval of a Sidewalk Agreement with Copper and Fringe, located at 124 West Ashland Avenue.

Kamie Hanyes makes a motion to approve the agenda item. Doug Gaumer seconds the motion.

The motion is passed.

B. Consider Approval of a Sidewalk Agreement with Brickhouse Tavern, located at 107 North Buxton Street.

Rob Keller made a motion to approve the agenda item. Doug Gaumer seconds the motion. Motion is passed.

8. Comments

9. Adjourn

Rob Keller made a motion for the meeting to be adjourned. Haynes approved the motion. Motion passed.



MEMORANDUM

To: Downtown Square Commission

From: Akhilesh Pal, Public Works Director

Date: March 21, 2023

Subject: Presentation from Indianola Public Works on the snow removal process in the Downtown Square.

Discussion:

Recommendation:

Attachments: None



MEMORANDUM

To: Downtown Square Commission
From: Charlie Dissell, Community and Economic Development Director
Date: March 21, 2023
Subject: Consider Approval of a Sidewalk Agreement with Willow Moon Apothecary, located at 208 West Ashland Avenue.

Discussion: Brandy Werner, owner of Willow Moon Apothecary, is requesting approval of a temporary sidewalk sign to be located on the sidewalk adjacent to her business at 208 West Ashland Avenue.

The proposed sign is a sandwich board type sign that is roughly eight (8) square feet and 43 inches tall. The sign will only be located on the sidewalk during business hours where a five (5) foot free walking path will remain.

The City is named as an additional insured on a commercial general liability policy of \$1,000,000.

Recommendation: Staff recommends approval of the public sidewalk use application.

Attachments: 1. Application

PUBLIC SIDEWALK USE IN THE DOWNTOWN MIXED-USE ZONING DISTRICT

CITY OF INDIANOLA



The City of Indianola allows for use of public sidewalks to adjoining businesses located within the Downtown Mixed-Use Zoning District (C-3). The use of the sidewalks is limited to temporary sidewalk signs, tables, chairs and displays associated with the adjoining business.

As part of a sidewalk use agreement or any other outdoor seating area, fences not exceeding four (4) feet in height are permitted, and shall be constructed of wrought iron, aluminum, wood, polyvinyl chloride (PVC).

The City, with the approval of the Downtown Square Commission, has the authority to enter into sidewalk agreements with square

businesses which will include the following:

- Hold harmless agreement (to be executed after approval of the application)
- City as a "name insured" on a \$1,000,000 (where no liquor license is involved)
- 50 cents per square foot of occupied space
- Term agreed to annually

Any agreements that are "outside" the conditions above will be brought to the City Council for consideration, along with a recommendation from the Downtown Square Commission.

TEMPORARY SIDEWALK SIGNS

Temporary sidewalk signs associated with the adjoining business may be permitted on the public sidewalk within the Downtown Mixed-Use Zoning District (C-3), subject to the following conditions:

- Signs are permitted on all sidewalks provided there remains a free walking path with a minimum walking surface of five feet in width (four feet which must be ADA compliant)
- Signs shall not exceed nine (9) square feet in area.
- Signs shall not exceed five (5) feet in height.
- Signs are allowed during business hours only.

OUTDOOR ACCESSORIES AND DISPLAYS

Tables, chairs, and displays associated with the adjoining business shall be allowed in the C-3 zoning (Downtown Mixed-Use Zoning District) subject to the following conditions:

- Permitted on all sidewalks provided there remains a free walking path with a minimum walking surface of five feet in width (four feet which must be ADA-compliant)
- Allowed during business hours only (unless specifically authorized by the City of Indianola as part of an approved sidewalk agreement)
- Provide proof of public liability insurance in the amount of \$100,000.00

PUBLIC SIDEWALK USE APPLICATION

CITY OF INDIANOLA



BUSINESS INFORMATION

Business Name	Willow Moon Apothecary		
Business Address	208 W Ashland Ave, STE 100, Indianola, IA 50125		
Owner Full Name	Brandy Werner		
Owner Address	811 N 12th Street		
Owner City	Indianola	State	IA Zip 50125

☒ TEMPORARY SIDEWALK SIGNS

SUBMITTAL REQUIREMENTS

All submittal requirements must be completed. Incomplete applications will not be considered.

- ☒ Completed Application
- ☒ Detailed plans indicating the following:
 - ☒ Length, width, height, and square feet of sign (may provide picture)
 - ☒ Location of sign and width of walking surface around sign
- ☒ Proof of public liability insurance in the amount of \$100,000 with the City named as additional insured.
- ☒ Filing fee: \$25

☐ OUTDOOR ACCESSORIES AND DISPLAYS

SUBMITTAL REQUIREMENTS

All submittal requirements must be completed. Incomplete applications will not be considered.

- ☐ Completed Application
- ☐ Detailed plans indicating the following:
 - ☐ Location of space used, showing total sq. ft. and width of walking surface remaining
 - ☐ Days/hours of when equipment will be located on sidewalks.
 - ☐ Pictures of equipment that will be placed on sidewalk
 - ☐ If a fence is proposed, plans showing material and height of fence
- ☐ Approved state liquor license, if alcohol is to be used in space
- ☐ Proof of public liability insurance in the amount of \$100,000 with City named as additional insured.
- ☐ Filing Fee: \$0.50/ sq. ft. of occupied space.

Sidewalk Sign dimensions:

Width	26.5 Inches
Height	43 Inches
Total Square Feet	7.91

Sign will be placed in front of Willow Moon Apothecary's entrance, 5 feet from the door and 5.5 feet from the curb



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/17/2023

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 have **ADDITIONAL INSURED** provisions or 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).

PRODUCER River Valley Insurance, LLC. 819 Main St. Adel, IA 50003 Angela Johnston	515-993-3515	CONTACT River Valley Ins NAME: PHONE (A/C, No, Ext): 515-993-3515 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Pekin Insurance Company	24228
		INSURER B: Illinois Casualty Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Willow Moon Apothecary L.L.C.
Brandy Werner
208 W Ashland Ave # 100
Indianola, IA 50125

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	X		006203152	02/23/2023	02/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	005994541	06/14/2022	06/14/2023	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Liquor Liability	X		LL109743	06/01/2022	06/01/2023	Coverage \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Store/location liability for property at 208 W. Ashland Ave #100 Indianola IA.
Products sold: Homemade Candles, Essential oils, Teas, Organic Herbs and
Class B Local Wine Tasting.

CERTIFICATE HOLDER

CANCELLATION

City of Indianola
110 North 1st St
Indianola, IA 50125

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

Angela Johnston



MEMORANDUM

To: Downtown Square Commission
From: Charlie Dissell, Community and Economic Development Director
Date: March 21, 2023
Subject: Consider Approval of a Sidewalk Agreement with adorn, located at 119 West Salem Avenue.

Discussion: Erin Freeberg, owner of adorn, is requesting approval of a temporary sidewalk sign to be located on the sidewalk adjacent to her business at 119 West Salem Avenue.

The proposed sign is a sandwich board that is roughly five (5) square feet and 30 inches tall. The sign will only be located on the sidewalk during business hours where a five (5) foot free walking path shall remain.

The City is named as an additional insured on a commercial general liability policy of \$1,000,000.

Recommendation: Staff recommends approval of the public sidewalk use application.

Attachments: 1. Application

PUBLIC SIDEWALK USE APPLICATION

CITY OF INDIANOLA



BUSINESS INFORMATION

Business Name	adorn		
Business Address	119 West Salem		
Owner Full Name	Erin Freeberg		
Owner Address	409 S Wesley St		
Owner City	Indianola	State	Iowa
		Zip	50125



TEMPORARY SIDEWALK SIGNS

SUBMITTAL REQUIREMENTS

All submittal requirements must be completed. Incomplete applications will not be considered.

- ☒ Completed Application
- ☒ Detailed plans indicating the following:
 - ☐ Length, width, height, and square feet of sign (may provide picture)
 - ☐ Location of sign and width of walking surface around sign
- ☒ Proof of public liability insurance in the amount of \$100,000 with the City named as additional insured.
- ☒ Filing fee: \$25



OUTDOOR ACCESSORIES AND DISPLAYS

SUBMITTAL REQUIREMENTS

All submittal requirements must be completed. Incomplete applications will not be considered.

- ☐ Completed Application
- ☐ Detailed plans indicating the following:
 - ☐ Location of space used, showing total sq. ft. and width of walking surface remaining
 - ☐ Days/hours of when equipment will be located on sidewalks.
 - ☐ Pictures of equipment that will be placed on sidewalk
 - ☐ If a fence is proposed, plans showing material and height of fence
- ☐ Approved state liquor license, if alcohol is to be used in space
- ☐ Proof of public liability insurance in the amount of \$100,000 with City named as additional insured.
- ☐ Filing Fee: \$0.50/ sq. ft. of occupied space.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2023

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).

PRODUCER
ROB R KELLER (17981)
209 WEST SALEM AVENUE
INDIANOLA, IA 50125-0000

CONTACT NAME: ROB R KELLER
PHONE (A/C, No, Ext): 515-961-2351 FAX (A/C, No): 515-961-0464
E-MAIL ADDRESS: ROB.KELLER@COUNTRYFINANCIAL.COM

INSURER(S) AFFORDING COVERAGE
INSURER A: COUNTRY Mutual Insurance Company NAIC # 20990

INSURED 5681090
ADORN INC + FEED AND FOSTER LLC
103 N BUXTON ST
INDIANOLA, IA 50125

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	☒		AB9323450	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS Covered on Businessowners	☒		AM9325631	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

POLICY INFORMATION:
HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE INCLUDED IN THE EACH OCCURRENCE LIMIT AND GENERAL AGGREGATE LIMIT OF THE GENERAL LIABILITY
(CONTINUED)

CERTIFICATE HOLDER

CITY OF INDIANOLA
110 N 1ST STREET
INDIANOLA, IA 50125

CANCELLATION

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2023

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PRODUCER ROB R KELLER (17981) 209 WEST SALEM AVENUE INDIANOLA, IA 50125-0000	CONTACT NAME: ROB R KELLER PHONE (A/C, No, Ext): 515-961-2351 E-MAIL ADDRESS: ROB.KELLER@COUNTRYFINANCIAL.COM FAX (A/C, No): 515-961-0464
INSURED 5681090 ADORN INC + FEED AND FOSTER LLC 103 N BUXTON ST INDIANOLA, IA 50125	INSURER(S) AFFORDING COVERAGE INSURER A: COUNTRY Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 20990

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC	☒	AM9325631	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N N/A				WC STATU-TORY LIMITS E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITY OF INDIANOLA
110 N 1ST STREET
INDIANOLA, IA 50125

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

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER AB9323450		ADORN INC + FEED AND FOSTER LLC 103 N BUXTON ST INDIANOLA, IA 50125	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 2/21/2023	

ADDITIONAL REMARKS

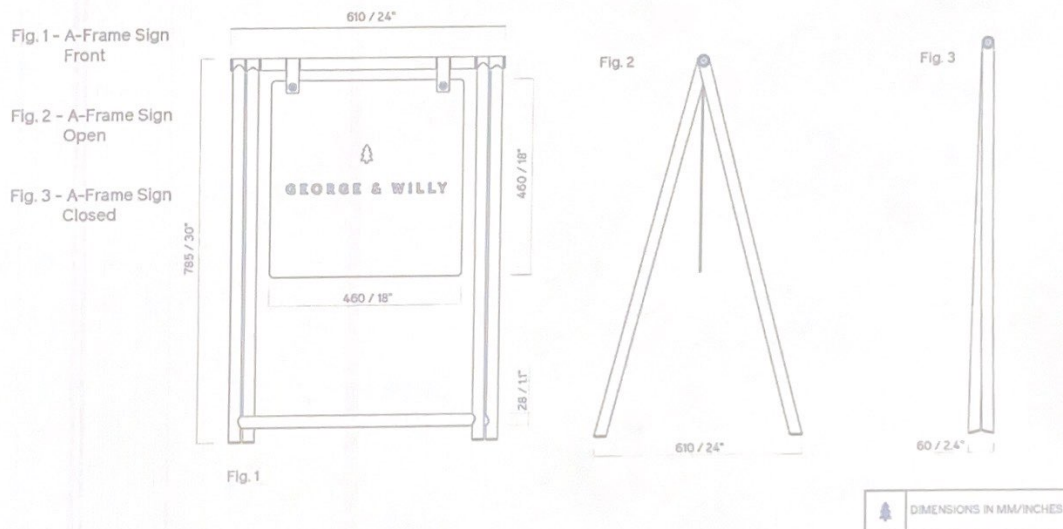
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED(S):
 CITY OF INDIANOLA
 110 N 1ST STREET
 INDIANOLA, IA 50125

A-FRAME SIGN

MATERIAL	Aluminum	
COLOR	Black White	
WEIGHT	11lbs / 5kg	
MOUNTING SURFACE	Free Standing	
MAGNETIC	No	
ENVIRONMENT	Suitable For Indoor & Outdoor Use	
COMPONENTS	2 X Legs 1 X Horizontal Brace 1 X Display Board 2 X Brass Straps 2 X Black or White Straps	2 X Main Bolts 4 X Display Board Bolts 4 X Display Board Washers 2 X Display Board Nuts

DIMENSIONS	Sign Face: 460mm / 18" x 460mm / 18" Assembled Sign: 785mm / 30" x 610mm / 24"
------------	---



GEORGE & WILLY®

adorn
119 West Salem, Indianola



* Includes 5ft+ of walking distance around sign



MEMORANDUM

To: Downtown Square Commission
From: Charlie Dissell, Community and Economic Development Director
Date: March 21, 2023
Subject: Consider Approval of a Sidewalk Agreement with Feed and Foster, located at 103 North Buxton Street.

Discussion: Erin Freeberg, owner of Feed and Foster, is requesting approval of a temporary sidewalk sign to be located on the sidewalk adjacent to her business at 103 North Buxton Street.

The proposed sign is a sandwich board that is roughly five (5) square feet and 30 inches tall. The sign will only be located on the sidewalk during business hours where a five (5) foot free walking path shall remain.

The City is named as an additional insured on a commercial general liability policy of \$1,000,000.

Recommendation: Staff recommends approval of the public sidewalk use application.

Attachments: 1. Application

PUBLIC SIDEWALK USE APPLICATION

CITY OF INDIANOLA



BUSINESS INFORMATION

Business Name	Feed & Foster		
Business Address	103 N Buxton		
Owner Full Name	Erin Freeberg		
Owner Address	409 S Wesley St		
Owner City	Indianola	State	Iowa
		Zip	50125



TEMPORARY SIDEWALK SIGNS

SUBMITTAL REQUIREMENTS

All submittal requirements must be completed. Incomplete applications will not be considered.



Completed Application



Detailed plans indicating the following:

- ☐ Length, width, height, and square feet of sign (may provide picture)
- ☐ Location of sign and width of walking surface around sign



Proof of public liability insurance in the amount of \$100,000 with the City named as additional insured.



Filing fee: \$25



OUTDOOR ACCESSORIES AND DISPLAYS

SUBMITTAL REQUIREMENTS

All submittal requirements must be completed. Incomplete applications will not be considered.



Completed Application



Detailed plans indicating the following:

- ☐ Location of space used, showing total sq. ft. and width of walking surface remaining
- ☐ Days/hours of when equipment will be located on sidewalks.
- ☐ Pictures of equipment that will be placed on sidewalk
- ☐ If a fence is proposed, plans showing material and height of fence



Approved state liquor license, if alcohol is to be used in space



Proof of public liability insurance in the amount of \$100,000 with City named as additional insured.



Filing Fee: \$0.50/ sq. ft. of occupied space.

A-FRAME SIGN

MATERIAL	Aluminum	
COLOR		Black White
WEIGHT	11lbs / 5kg	
MOUNTING SURFACE	Free Standing	
MAGNETIC	No	
ENVIRONMENT	Suitable For Indoor & Outdoor Use	
COMPONENTS	2 X Legs 1 X Horizontal Brace 1 X Display Board 2 X Brass Straps 2 X Black or White Straps 2 X Main Bolts 4 X Display Board Bolts 4 X Display Board Washers 2 X Display Board Nuts	
DIMENSIONS	Sign Face: 460mm / 18" x 460mm / 18" Assembled Sign: 785mm / 30" x 610mm / 24"	

Fig. 1 - A-Frame Sign Front

Fig. 2 - A-Frame Sign Open

Fig. 3 - A-Frame Sign Closed

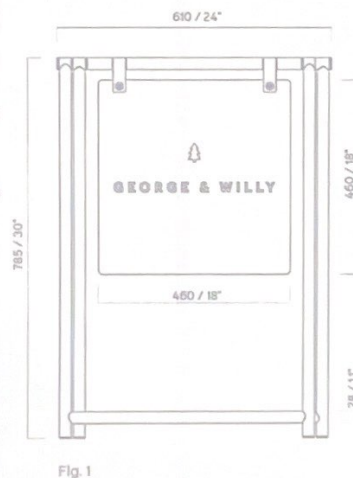


Fig. 1

Fig. 2



Fig. 3



 DIMENSIONS IN MM/INCHES

GEORGE & WILLY®

Feed & Foster
103 N Buxton, Indianola



*Includes 5ft+ of walking distance around sign



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2023

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).

PRODUCER
ROB R KELLER (17981)
209 WEST SALEM AVENUE
INDIANOLA, IA 50125-0000

CONTACT NAME: ROB R KELLER
PHONE (A/C, No, Ext): 515-961-2351 FAX (A/C, No): 515-961-0464
E-MAIL ADDRESS: ROB.KELLER@COUNTRYFINANCIAL.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: COUNTRY Mutual Insurance Company	20990
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 5681090
ADORN INC + FEED AND FOSTER LLC
103 N BUXTON ST
INDIANOLA, IA 50125

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	☒	AB9323450	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					\$
A	AUTOMOBILE LIABILITY	☒	AM9325631	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	Covered on Businessowners					\$
	UMBRELLA LIAB	☐				EACH OCCURRENCE \$
	EXCESS LIAB	☐				AGGREGATE \$
	DED ☐ RETENTION \$ ☐					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A			E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

POLICY INFORMATION:
HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE INCLUDED IN THE EACH OCCURRENCE LIMIT AND GENERAL AGGREGATE LIMIT OF THE GENERAL LIABILITY
(CONTINUED)

CERTIFICATE HOLDER**CANCELLATION**

CITY OF INDIANOLA
110 N 1ST STREET
INDIANOLA, IA 50125

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

ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2023

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.

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PRODUCER ROB R KELLER (17981) 209 WEST SALEM AVENUE INDIANOLA, IA 50125-0000	CONTACT NAME: ROB R KELLER
	PHONE (A/C, No, Ext): 515-961-2351 FAX (A/C, No): 515-961-0464
	E-MAIL ADDRESS: ROB.KELLER@COUNTRYFINANCIAL.COM
	INSURER(S) AFFORDING COVERAGE
	INSURER A: COUNTRY Mutual Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED 5681090
ADORN INC + FEED AND FOSTER LLC
103 N BUXTON ST
INDIANOLA, IA 50125

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	☒	AM9325631	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A			WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITY OF INDIANOLA
110 N 1ST STREET
INDIANOLA, IA 50125

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

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ACORD 25 (2010/05)

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER AB9323450		ADORN INC + FEED AND FOSTER LLC 103 N BUXTON ST INDIANOLA, IA 50125	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 2/21/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED(S):
CITY OF INDIANOLA
110 N 1ST STREET
INDIANOLA, IA 50125



MEMORANDUM

To: Downtown Square Commission

From: Charlie Dissell, Community and Economic Development Director

Date: March 21, 2023

Subject: Consider Approval of a Sidewalk Agreement with Tiny Tots to Teens, located at 102 North Howard Street.

Discussion: Jenny Bauer, owner of Tiny Tots to Teens, is requesting approval of a temporary sidewalk sign and merchandise display to be located on the sidewalk adjacent to her business at 120 North Howard.

The proposed sign is a wooden sign that is roughly four (5) square feet and 30 inches tall. The merchandise display rack is approximately six (6) feet tall, six (6) feet long and two (2) feet wide. The sign and merchandise display rack will only be located on the sidewalk during business hours where a five (5) foot free walking path shall remain.

The City is named as an additional insured on a commercial general liability policy of \$1,000,000.

Recommendation: Staff recommends approval of the public sidewalk use application.

Attachments: 1. Application

PUBLIC SIDEWALK USE APPLICATION

CITY OF INDIANOLA



BUSINESS INFORMATION

Business Name TINY TOTS TO TEENS, LLC
 Business Address 120 N HOWARD ST
 Owner Full Name JENNY BAUER
 Owner Address 120 N HOWARD ST
 Owner City INDIANOLA State IA Zip 50125

☐ TEMPORARY SIDEWALK SIGNS

SUBMITTAL REQUIREMENTS

All submittal requirements must be completed. Incomplete applications will not be considered.

- ☐ Completed Application
- ☐ Detailed plans indicating the following:
 - ☐ Length, width, height, and square feet of sign (may provide picture)
 - ☐ Location of sign and width of walking surface around sign
- ☐ Proof of public liability insurance in the amount of \$100,000 with the City named as additional insured.
- ☐ Filing fee: \$25

☐ OUTDOOR ACCESSORIES AND DISPLAYS

SUBMITTAL REQUIREMENTS

All submittal requirements must be completed. Incomplete applications will not be considered.

- ☐ Completed Application
- ☐ Detailed plans indicating the following:
 - ☐ Location of space used, showing total sq. ft. and width of walking surface remaining
 - ☐ Days/hours of when equipment will be located on sidewalks.
 - ☐ Pictures of equipment that will be placed on sidewalk
 - ☐ If a fence is proposed, plans showing material and height of fence
- ☐ Approved state liquor license, if alcohol is to be used in space
- ☐ Proof of public liability insurance in the amount of \$100,000 with City named as additional insured.
- ☐ Filing Fee: \$0.50/ sq. ft. of occupied space.

Wooden sign: 30"h x 16"L x 22"W

Metal Rack: 68"h x 68"L x 24"W

* All temporary- We typically set one to two racks outside weather permitting, when possible.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/14/2023

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.

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PRODUCER RUDOLF INSURANCE CONSULTANTS 123 N BUXTON INDIANOLA INSURED TINY TOTS TO TEENS, LLC 120 N HOWARD ST INDIANOLA IA 50125-2510	CONTACT NAME: DARLEEN YANT PHONE (A/C, No, Ext): 515-961-5085 E-MAIL: dyant@rudolfinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: Markel Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 515-961-5052 NAIC # 38970 38970F
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COVERAGES

CERTIFICATE NUMBER: 20230314153416033

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			BOM0007723-05	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 1,000,000	
	CLAIMS-MADE ☒ OCCUR	Y	N				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							Fire Legal Liability \$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	ANY AUTO						BODILY INJURY (Per person) \$	
	OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$	
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
	SCHEDULED AUTOS						\$	
	NON-OWNED AUTOS ONLY							
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	DED						\$	
	RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC0191242-02	08/27/2022	08/27/2023	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				N	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y						E.L. DISEASE - EA EMPLOYEE \$ 500,000
								E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Indianola, Iowa is considered an Additional Insured when required by written contract, agreement, permit or authorization.

CERTIFICATE HOLDER

CANCELLATION

City of Indianola, Iowa
110 N 1st St.
INDIANOLA IA 50125

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



MEMORANDUM

To: Downtown Square Commission

From: Charlie Dissell, Community and Economic Development Director

Date: March 21, 2023

Subject: Consider Recommendation on Public Right-of-way Lease with the Brickhouse, located at 107 North Buxton Street.

Discussion: The proposed agreement is for an Outdoor Cafe, for the consumption of food and beverages sold from the Brickhouse, which is 40'x16' in size and located immediately adjacent to the curb in front of 107 North Buxton Street. This proposal would use two (2) parking spaces on the street adjacent to the Brickhouse. The term of the lease is April 1-October 31. The lease is an annual lease that automatically renews for five (5) years, unless written notice is provided.

Recommendation: Staff recommends approval of the public right-of-way lease.

Attachments: 1. The BrickHouse Agreement 5 year term_2023-2027

**THE SPORTS PAGE, INC., d/b/a THE BRICKHOUSE
PUBLIC RIGHT-OF-WAY LEASE AGREEMENT**

THIS LEASE made and entered into this ____ day of _____, 2023, by and between the City of Indianola, Iowa, a municipal corporation (hereinafter referred to as “City”) and The Sports Page, Inc., d/b/a The BrickHouse (hereinafter referred to as “Lessee”), witnesseth:

WHEREAS, the City is the titleholder of certain real estate situated in Indianola, Warren County, Iowa, which real estate is commonly known as the downtown square; 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 Indianola, Warren County, Iowa, hereinafter referred to as the “Leased Premises,” and more particularly described as an area 40’ x 16’ immediately adjacent to the curb in front of 107 N. Buxton Street. 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 Manager and the Chief of Police. Anytime the Lessee arranges for entertainment on the Courthouse grounds, Buxton Street between Ashland and Salem Avenues shall be closed to vehicular traffic and the Lessee shall give the City at least five (5) business days notice of such an event.

Notwithstanding anything contained elsewhere in this Agreement, Business Owner agrees that upon 7 days written notice it will remove structures and relinquish the space to allow for the Square Streetscape Project.

2. **TERM.** Unless sooner terminated as herein provided, the term of this Lease shall be from April 1, 2023, to and including October 31, 2023. The term shall be automatically renewed annually unless written notice is provided. Automatic renewals shall not exceed five, one year renewals. All renewals shall be on the same terms and conditions as set forth herein.

1. **CONSIDERATION.** Lessee shall pay to the City for the use of the Leased Premises, a rental of \$0.50 per square foot (40 feet x 16 feet) 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, City Hall, 110 N. First Street, Indianola, Iowa 50125.

2. USE OF PREMISES. Lessee may use the Leased Premises for purposes of a patio, walk and outdoor café which may be covered or uncovered. An “Outdoor Café” 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 the downtown square 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 the square shall delineate the outdoor café. 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 café shall be easily cleanable and shall always be kept clean by the Lessee. Restrooms for the café shall be provided in the adjoining indoor restaurant, or other indoor business selling food for consumption on the premises, and the café 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 café 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 6:00 A.M. and 12:00 Midnight. All outdoor music and/or entertainment shall cease at 10:00 P.M.
 - g. The City shall have the right and power, acting through the City Manager or his designee to prohibit the operation of the outdoor café at any time because of anticipated or actual problems or conflicts in the use of the square area.
 - h. Prior to November 1st of each year, 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.
3. 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.

4. 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.
5. CONVENANT OF QUIET ENJOYMENT. Lessee, upon payment of the rental herein reserved and upon performance of all the terms of this Lease, shall always 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.
6. 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.
7. 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.
8. 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.

9. 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 claim 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 Manager of the City, 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 of the City 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.
10. 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 Indianola 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.
11. 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.
12. 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 a 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 Indianola, City Hall, 110 N. First Street, Indianola, Iowa 50125. Notices as provided for in this Lease Agreement to Lessee shall be deemed sufficient if sent by certified mail with return receipt requested to The BrickHouse, 107 North Buxton Street, Indianola, Iowa, 50125.

13. 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 Indianola 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.

14. 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 INDIANOLA, IOWA

By: _____
Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

THE SP GRILL, INC.
d/b/a BRICKHOUSE TAVERN

By: _____
Joe Ripperger

By: _____
Amanda Ripperger



MEMORANDUM

To: Downtown Square Commission

From: Charlie Dissell, Community and Economic Development Director

Date: March 21, 2023

Subject: Consider Recommendation on Public Right-of-way Lease with the Local Vine, located at 126 West Ashland Avenue.

Discussion: The proposed agreement is for an Outdoor Cafe, for the consumption of food and beverages sold from the Local Vine, which is 8'x16' in size and located immediately adjacent to the sidewalk in front of 126 West Ashland Avenue. This proposal would place the outdoor cafe over a stormwater bio-cell located adjacent to the business. The initial term of the lease is April 1-December 31. The lease is an annual lease that automatically renews for five (5) years, with subsequent years beginning on January 1, unless written notice is provided.

Recommendation: Staff recommends approval of the public right-of-way lease.

Attachments:

1. Application
2. BioCell
3. Downtown Construction Project Plans
4. The Local Vine Agreement 5 year term_2023-2027

PUBLIC SIDEWALK USE APPLICATION

CITY OF INDIANOLA



BUSINESS INFORMATION

Business Name	The Local Vine		
Business Address	126 W Ashland Ave		
Owner Full Name	Daniel and Andrea Palmer		
Owner Address	1905 E 1st Ave		
Owner City	Indianola	State	Iowa
		Zip	50125

☐ TEMPORARY SIDEWALK SIGNS

SUBMITTAL REQUIREMENTS

All submittal requirements must be completed. Incomplete applications will not be considered.

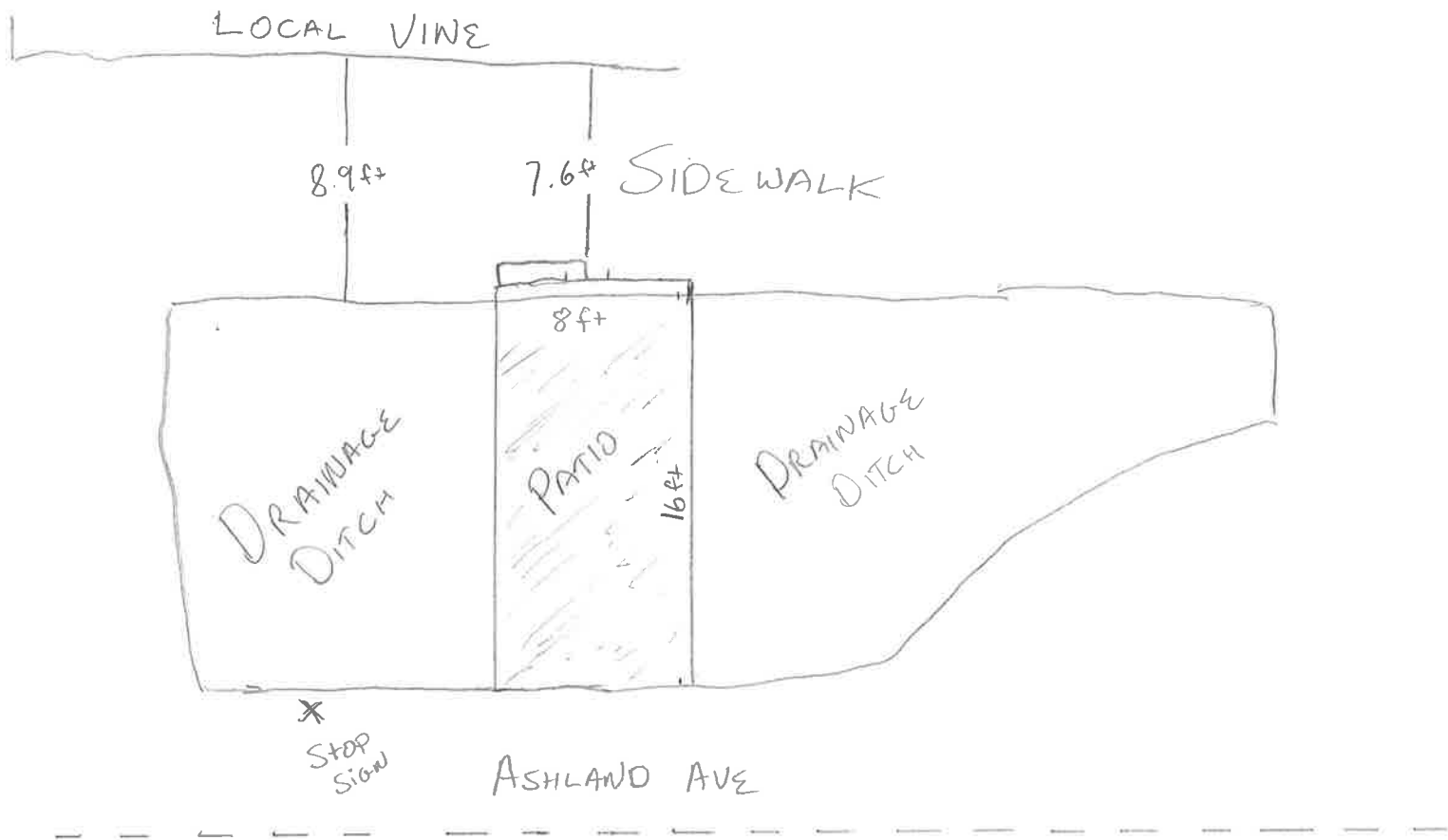
- ☐ Completed Application
- ☐ Detailed plans indicating the following:
 - ☐ Length, width, height, and square feet of sign (may provide picture)
 - ☐ Location of sign and width of walking surface around sign
- ☐ Proof of public liability insurance in the amount of \$100,000 with the City named as additional insured.
- ☐ Filing fee: \$25

☐ OUTDOOR ACCESSORIES AND DISPLAYS

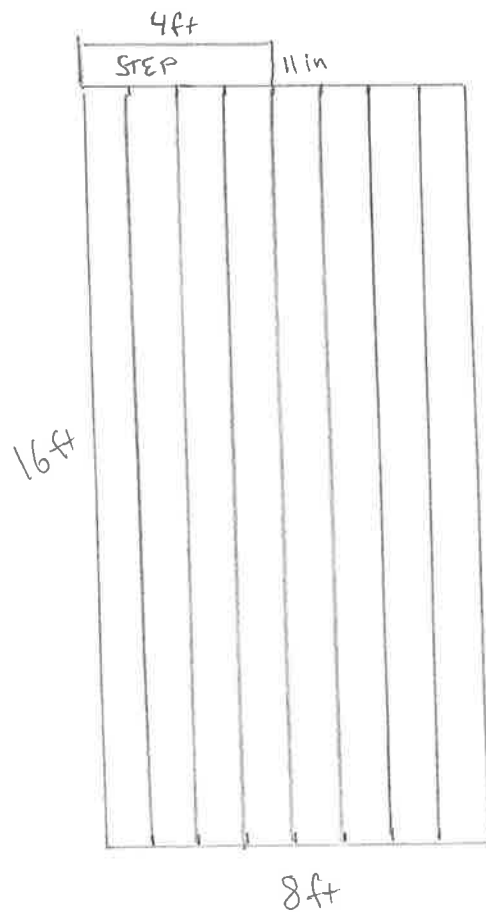
SUBMITTAL REQUIREMENTS

All submittal requirements must be completed. Incomplete applications will not be considered.

- ☒ Completed Application
- ☒ Detailed plans indicating the following:
 - ☒ Location of space used, showing total sq. ft. and width of walking surface remaining
 - ☒ Days/hours of when equipment will be located on sidewalks.
 - ☒ Pictures of equipment that will be placed on sidewalk
 - ☒ If a fence is proposed, plans showing material and height of fence
- ☒ Approved state liquor license, if alcohol is to be used in space
- ☒ Proof of public liability insurance in the amount of \$100,000 with City named as additional insured.
- ☒ Filing Fee: \$0.50/ sq. ft. of occupied space.



JOIST PLAN



ALL 2x12 JOISTS
SPACED 12in ON CENTER

BLACK ALUMINUM DECK
RAIL WILL ENCLOSE ENTIRE
PATIO AREA WITH 8 FT SPACING
BETWEEN POSTS, 36 IN HEIGHT
RAILING

Unless sooner terminated as herein provided, the term of this Lease shall be from January 1, 2023, to and including December 31, 2023. The term shall be automatically renewed annually unless written notice is provided. Automatic renewals shall not exceed five, one-year renewals. All renewals shall be on the same terms and conditions as set forth herein.



ALCOHOLIC
BEVERAGES
DIVISION
State of Iowa

State of Iowa

Alcoholic Beverages Division

LC0045927

October 1, 2022

September 30, 2023

LICENSE NUMBER

EFFECTIVE DATE

EXPIRATION DATE

Andrea Palmer
The Local Vine
126 W Ashland
Indianola, Iowa 50125

This license is a personal privilege and is subject to civil penalty, suspension, revocation or cancellation, as authorized pursuant to Iowa Code Ch. 123.

This license is not deemed to be property, nor is it subject to attachment, execution, assignment, nor is it alienable.

LICENSE AND PRIVILEGES		FEES
Class C Liquor License (Regular Fee)	10/01/2022 to 09/30/2023	\$1,690.00
Class C Liquor License (Sunday Sales)	10/01/2022 to 09/30/2023	\$338.00
Outdoor Service	10/01/2022 to 09/30/2023	\$0.00
TOTAL FEE:		\$2,028.00

IOWA ALCOHOLIC BEVERAGES DIVISION

STEPHEN LARSON

Administrator



MUTUAL INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY ALL PLAN INSURANCE
07-0188-00 MKT TERR 031 515-961-3669

Renewal Effective 10-01-2022

POLICY NUMBER 172307-39123643-22

INSURED DANIEL T PALMER
ANDREA PALMER
DBA THE LOCAL VINE
ADDRESS 1905 E 1ST AVE

Company Use 39-23-IA-1708

INDIANOLA IA 50125-4739

Company
Bill

Policy Term

12:01 a.m. 12:01 a.m.
10-01-2022 to 10-01-2023

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Coffee And Wine Shop

Entity: Individual

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE	\$896.00
MINIMUM PREMIUM ADJUSTMENT (GL)	\$346.00
LIQUOR LIABILITY COVERAGE (REFER TO COVERAGE PART)	(INCLUDED)
TOTAL	\$1,242.00

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Premium shown above for commercial general liability coverage is an advanced premium deposit and may be subject to audit.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):
59495 (08-11) 55001 (07-12) 59392 (11-20) 59349 (10-03)

Countersigned By: COMPANY ISSUED

Auto-Owners Ins. Co.

Issued 08-10-2022

AGENCY ALL PLAN INSURANCE
07-0188-00 MKT TERR 031Company POLICY NUMBER 172307-39123643-22
Bill 39-23-IA-1708

INSURED DANIEL T PALMER

Term 10-01-2022 to 10-01-2023

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	\$300,000 Any One Premises
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Annual Audit**Forms that apply to this coverage:**

59351 (01-15)	55405 (07-08)	55146 (06-04)	CG2407 (01-96)	IL0021 (07-02)
IL0276 (06-89)	IL0017 (11-85)	CG2106 (05-14)	55091 (05-17)	CG2648 (06-08)
CG0001 (04-13)	55537 (05-17)	55513 (05-17)	CG2109 (06-15)	55029 (05-17)
CG2132 (05-09)	CG2147 (12-07)	55885 (05-17)	CG2037 (04-13)	CG2010 (04-13)
59325 (12-19)	59392 (11-20)			

Auto-Owners Ins. Co.

Issued 08-10-2022

AGENCY ALL PLAN INSURANCE
07-0188-00 MKT TERR 031Company POLICY NUMBER 172307-39123643-22
Bill 39-23-IA-1708

INSURED DANIEL T PALMER

Term 10-01-2022 to 10-01-2023

LOCATION 0001 - BUILDING 0001**Location:** 126 W Ashland Ave, Indianola, IA 50125-2509**Territory:** 002**County:** Warren

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Included	Included
Restaurants - With Sale Of Alcoholic Beverages That Are 30% Or More Of But Less Than 75% Of The Total Annual Receipts Of The Restaurant - Without Dance Floor	16916	Prem/Op Prod/Comp Op	Gross Sales \$72,938 \$72,938	Each 1000 2.421 .098	\$177.00 \$7.00
Additional Interests	49950				
Cg2037 04-13 Add'L Ins - O/L/C 1. City Of Indianola		Prod/Comp Op	Flat Charge		\$30.00
Cg2010 04-13 Add'L Ins-Excl Prod 1. City Of Indianola		Prem/Op	Flat Charge		\$20.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY

	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59351	EXCLUDED
TERRORISM COVERAGE	
A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 55405, 59392	
LOCATION 0001	\$234.00

55409 (07-07)

LIQUOR LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
Liquor Liability Aggregate	\$1,000,000
Liquor Liability Each Common Cause See Form 55512 (9-15)	

AUDIT TYPE: Annual Audit

Forms that apply to this coverage:

59351 (01-15)	55405 (07-08)	IL0021 (07-02)	CG0033 (12-07)	55397 (10-07)
IL0017 (11-85)	IL0276 (06-89)	55512 (09-15)	CG2648 (06-08)	59325 (12-19)
59392 (11-20)				

Auto-Owners Ins. Co.

Issued 08-10-2022

 AGENCY ALL PLAN INSURANCE
 07-0188-00 MKT TERR 031

 Company POLICY NUMBER 172307-39123643-22
 Bill 39-23-IA-1708

INSURED DANIEL T PALMER

Term 10-01-2022 to 10-01-2023

LOCATION 0001 - BUILDING 0001**Location:** 126 W Ashland Ave, Indianola, IA 50125-2509**Territory:** 002**County:** Warren

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Liquor Liability - Restaurants	58161	Liquor Liab	Gross Sales \$44,464	Each 1000 7.816	\$348.00
Liquor Liability Minimum Premium					\$314.00

LIQUOR LIABILITY COVERAGE - LOCATION 0001 SUMMARY

	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59351	EXCLUDED
TERRORISM COVERAGE	
A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 55405, 59392	
LOCATION 0001	\$662.00

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
CITY OF INDIANOLA	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not

be broader than that which you are required by the contract or agreement to provide for such additional insured.

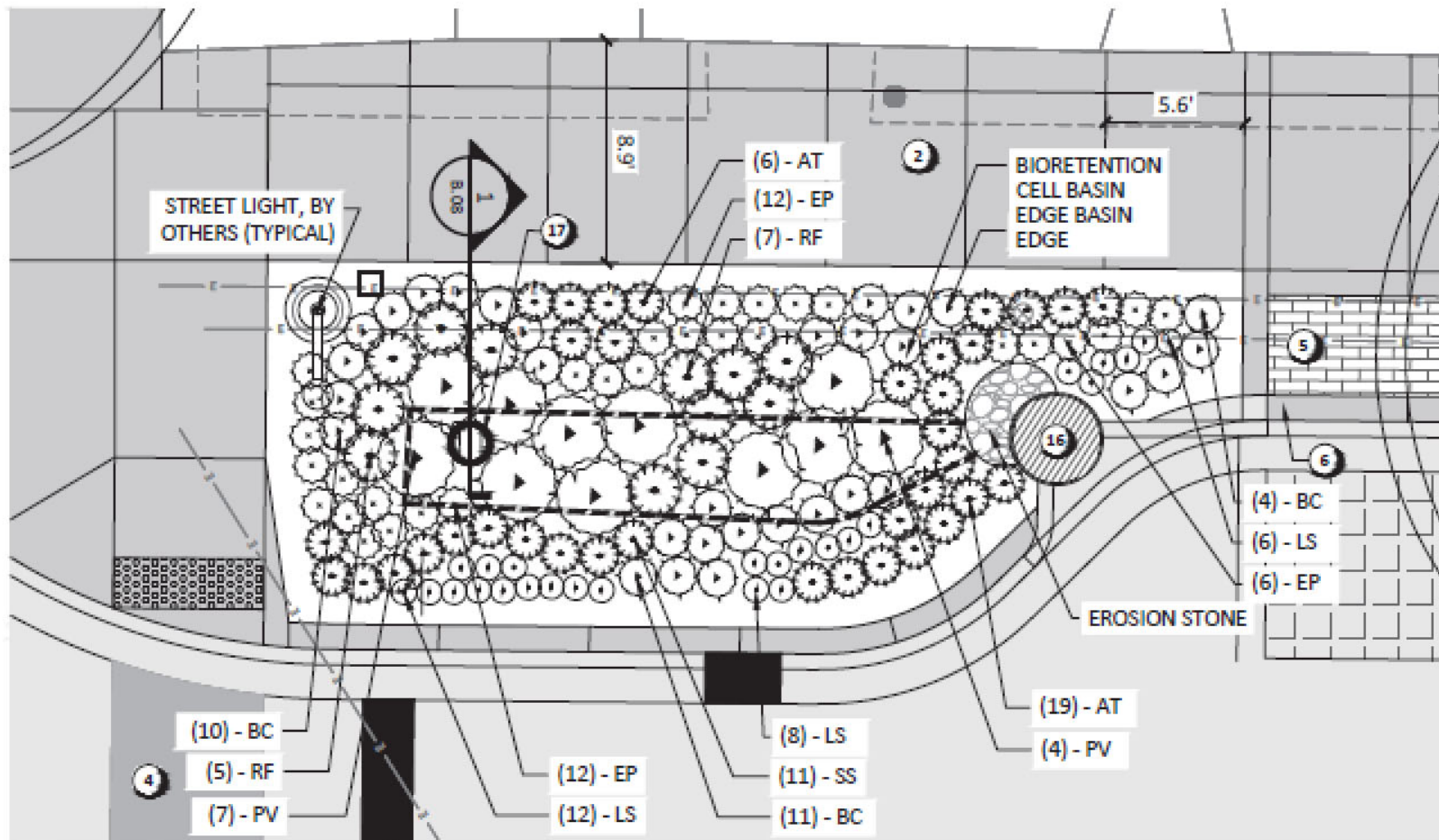
B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

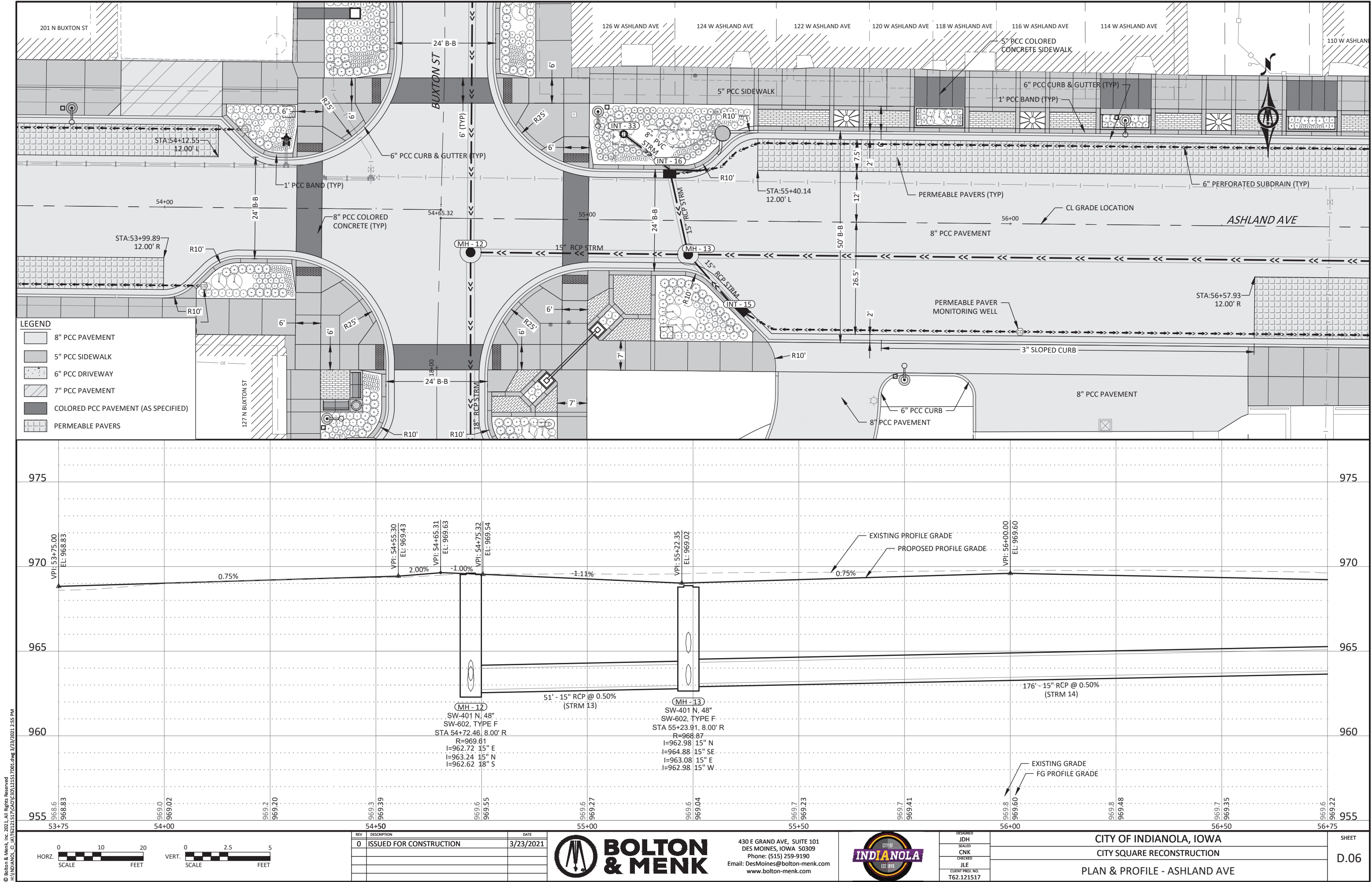
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.





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INDIANOLA, IA 52242-1217 CAD/USD/121517.DWG 3/23/2021 2:55 PM



REV	DESCRIPTION	DATE
0	ISSUED FOR CONSTRUCTION	3/23/2021



430 E GRAND AVE, SUITE 101
DES MOINES, IOWA 50309
Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
www.bolton-menk.com



DESIGNED JDH
SEALED CNK
CHECKED JLE
CLIENT PROJ. NO. T62.121517

CITY OF INDIANOLA, IOWA
CITY SQUARE RECONSTRUCTION
PLAN & PROFILE - ASHLAND AVE

SHEET
D.06

THE LOCAL VINE PUBLIC RIGHT-OF-WAY LEASE AGREEMENT

THIS LEASE made and entered into this ____ day of _____, 2023, by and between the City of Indianola, Iowa, a municipal corporation (hereinafter referred to as “City”) and Daniel T and Andrea Palmer, d/b/a The Local Vine (hereinafter referred to as “Lessee”), witnesseth:

WHEREAS, the City is the titleholder of certain real estate situated in Indianola, Warren County, Iowa, which real estate is commonly known as the downtown square; and

WHEREAS, the City is desirous of leasing a portion of the real estate to the Lessee for an outdoor seating area; 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 Indianola, Warren County, Iowa, hereinafter referred to as the “Leased Premises,” and more particularly described as an area 8’ x 16’ immediately adjacent to the sidewalk in front of 126 West Ashland Avenue.
2. TERM. Unless sooner terminated as herein provided, the term of this Lease shall be from April 1, 2023, to and including December 31, 2023. The term shall be automatically renewed annually unless written notice is provided. Automatic renewals shall not exceed five, one-year renewals. All renewals shall begin on January 1, but otherwise on the same terms and conditions as set forth herein.
1. CONSIDERATION. Lessee shall pay to the City for the use of the Leased Premises, a rental of \$0.50 per square foot (8 feet x 16 feet) per month. The rental shall be paid annually on or before the beginning of each lease term at the office of the City Clerk, City Hall, 110 N. First Street, Indianola, Iowa 50125.
2. USE OF PREMISES. Lessee may use the Leased Premises for purposes of a patio, outdoor café which may be covered or uncovered. An “Outdoor Café” 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 the downtown square 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 the square shall delineate the outdoor café. 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 café shall be easily cleanable and shall always be kept clean by the Lessee. Restrooms for the café shall be provided in the adjoining indoor restaurant, or other indoor business selling food for consumption on the premises, and the café 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 café 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 6:00 A.M. and 12:00 Midnight. All outdoor music and/or entertainment shall cease at 10:00 P.M.
 - g. The City shall have the right and power, acting through the City Manager or his designee to prohibit the operation of the outdoor café at any time because of anticipated or actual problems or conflicts in the use of the square area.
 - h. Prior to November 1st of each year, Lessee shall remove all tables, chairs, and other furniture from the Leased Premises.
3. **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.
 4. **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.

5. CONVENANT OF QUIET ENJOYMENT. Lessee, upon payment of the rental herein reserved and upon performance of all the terms of this Lease, shall always 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.
6. 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.
7. 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.
8. 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.
9. 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 claim 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 Manager of the City, 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 of the City 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.

10. 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 Indianola 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.
11. 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.
12. 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 or 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 Indianola, City Hall, 110 N. First Street, Indianola, Iowa 50125. Notices as provided for in this Lease Agreement to Lessee shall be deemed sufficient if sent by certified mail with return receipt requested to Daniel T

and Andrea Palmer, d/b/a The Local Vine, 126 West Ashland Avenue, Indianola, Iowa, 50125.

13. 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 Indianola 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.
14. 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 INDIANOLA, IOWA

By: _____
Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

DANIEL T AND ANDREA
PALMER, D/B/A THE LOCAL
VINE

By: _____
Daniel T Palmer

By: _____
Andrea Palmer