

CITY OF CEDAR FALLS
TEMPORARY MOVABLE SIGNS
APPLICATION FOR PERMIT

Name of Applicant _____

Doing Business As _____

Street Address _____

Business Phone _____ Contact Phone _____

Mailing Address _____

New Application or Renewal with changes Renewal Application with No Changes

Placement of Temporary Movable Signs must meet the following requirements:

- Zoned C-3 Commercial District
- Must comply with requirements of Section 23-65(e), Cedar Falls Code of Ordinances.
- Application to be submitted thirty (30) days in advance of desired start date.
- Application must include diagram, description, proof of control of establishment, and fee.
- Minimum of five (5) feet unobstructed public sidewalk between seating/tables and curb.
- Shall not be attached to any public sidewalk or public fixtures at any time.
- Temporary Sign shall be moved inside adjacent building each night.
- Temporary Sign shall not exceed 2.5 feet in width and 5 feet in height.
- Permit may be renewed prior to its expiration, one (1) year from the date of issuance.
- Initial application is subject to approval by the City Planner and the City Council.
- No more than one temporary sign may be placed in front of any single storefront.
- The City retains the right to terminate any approved permit upon seven (7) days notice.
- Failure to comply with and adhere to requirements may result in permit being revoked.
- Indemnification Agreement
- \$1,000,000/\$2,000,000 general liability insurance naming City as additional insured.
- Submit \$25.00 annual fee.

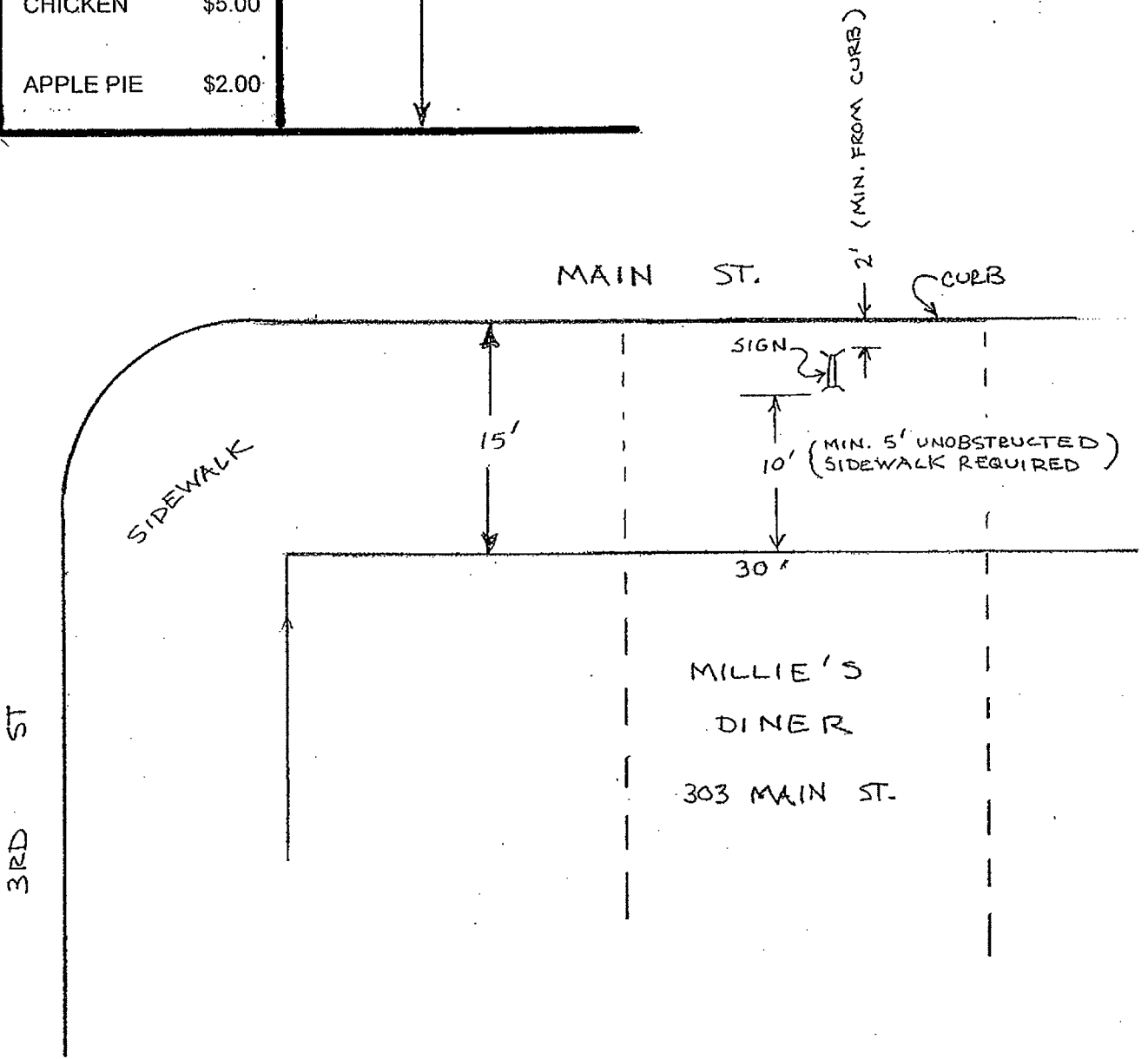
I certify that the application is complete and accurate and understand that failure to meet and maintain all requirements for display of a temporary moveable sign shall be grounds for revocation of permit.

Signature of Applicant

Date



SAMPLE ONLY



ACORD CERTIFICATE OF LIABILITY INSURANCE

OF ID WVA
WORLDWIDE 03/14/08

PRODUCER
Services
B Avenue
IA 52247

INSURED
Main St
Cedar Falls IA 50613

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: United Fire & Casualty Co	13021
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

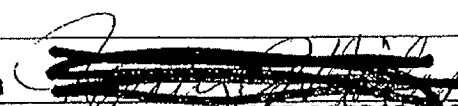
COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		11/20/07	11/20/08	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
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

SAMPLE ONLY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Gift Shop
 Added City of Cedar Falls as Additional Insured for permit for a temporary movable sign on sidewalk.

CERTIFICATE HOLDER	CANCELLATION
CEDARFA The City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

INDEMNIFICATION AGREEMENT

The undersigned, _____, an applicant for a permit for a temporary movable sign and a proprietor of an establishment in an area where temporary movable signs are permitted pursuant to Cedar Falls Ordinance § 23-65, (hereinafter "Applicant"), acknowledges that as a condition to the City of Cedar Falls issuing a permit for a temporary movable sign that Applicant must meet the following requirements pursuant to subsection (e)(15)(i) and (ii) of § 23-65 of the Code of Ordinances of the City of Cedar Falls, Iowa:

(i) Furnish proof of insurance: Commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage, with the City to be named as an additional insured on the policy, with an endorsement to be issued as part of the insurance policy, evidencing compliance with this requirement; and

(ii) Furnish an indemnification agreement by which Applicant agrees to indemnify and hold the City harmless from any liability for damages arising out of the placement of the temporary movable sign in the public right-of-way.

In consideration of the City's agreement to permit the temporary movable signs on certain public sidewalks in full compliance with Cedar Falls Ordinance § 23-65, Applicant, its successors and assigns, hereby agree to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses, liability or damages of whatever nature, including payment of reasonable attorney fees, which may arise from my use of the public right-of-way arising from this Agreement, or which may be caused in whole or in part by any act or omission of the Applicant including Applicant's agents or employees.

Applicant hereby acknowledges that he/she has carefully read the foregoing Release and Indemnification Agreement, that he/she voluntarily signs the same, and acknowledges receipt of a copy hereof.

Dated this _____ day of _____, 200__.

Witness Signature

Signature of Applicant

Name of Witness - Print

Name of Applicant - Print

Business Name & Title of Applicant Proprietor

April 2, 2008

SAMPLE ONLY

Martin Ryan, City Planner
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Re: Sidewalk Sign at Millie's Diner

Dear Mr. Ryan:

I am the president of Parkade Properties, Inc., which owns the property at 303 Main Street in Cedar Falls. That property is currently rented by Millie Smith, who owns and operates the business known as Millie's Diner. Ms. Smith informs me that she has applied to the city for a permit for a sidewalk sign and that such a permit requires the written permission of the property owner.

Please let this letter serve as documentation that Millie Smith of Millie's Diner has my approval to place a sidewalk sign in front of her business at 303 Main Street. This approval is given with the assumption that the sign will meet all of the requirements of the city ordinance.

Sincerely,

Mary Rich, President
Parkade Properties
307 Main Street
Cedar Falls, IA 50613

ORDINANCE NO. 2647

AN ORDINANCE AMENDING SECTION 23-65, DISPLAY OF GOODS ON SIDEWALK, BY CHANGING THE NAME OF SAID SECTION TO CERTAIN COMMERCIAL USE OF PUBLIC SIDEWALKS, AND ADDING A NEW SUBSECTION (e), TEMPORARY MOVABLE SIGNS ON CERTAIN PUBLIC SIDEWALKS, ALL OF DIVISION 1, IN GENERAL, OF ARTICLE III, OBSTRUCTIONS, OF CHAPTER 23, STREETS AND SIDEWALKS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

Section 1. Section 23-65, Display of Goods on Sidewalk, of Division 1, In General, of Article III, Obstructions, of Chapter 23, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by changing the name of said section to "Certain Commercial Use of Public Sidewalks."

Section 2. Section 23-65, Certain Commercial Use of Public Sidewalks, of Division 1, In General, of Article III, Obstructions, of Chapter 23, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by adding a new subsection (e), Temporary movable signs on certain public sidewalks, as follows:

(e) Temporary movable signs on certain public sidewalks. Any proprietor of an establishment in those areas of the City that are zoned C-3 Commercial District under the Cedar Falls Zoning Ordinance, and which are within the area of the City designated as a "Cultural District" by City Council Resolution No. 14,195, adopted August 9, 2004, may use a portion of the public sidewalk that is immediately adjacent to and that lies in between the side property lines, as extended to the curb, of the public sidewalk, for the purpose of displaying one (1) temporary movable sign for such establishment, with the following restrictions:

(1) The portion of the public sidewalk that may be used by the proprietor of such establishment for the display of such signs is the area of the public sidewalk that extends from the storefront of the establishment to the adjacent street curb and between the side property lines of the building in which the establishment is located, as such side property lines are extended to the adjacent street curb.

(2) There must nevertheless be a minimum of five feet of unobstructed public sidewalk between such storefront and the edge of the sign closest to the storefront, or between the edge of the sign closest to the street and the inside edge of the street curb, in order to allow for the free passage of pedestrian traffic on the public sidewalk, provided, however, that the City may, in granting a permit under this subsection, require more than five feet of unobstructed public sidewalk clearance if, in the reasonable determination of the City, such additional clearance is necessary in the interest of public safety, health, or welfare, in light of the peculiar circumstances involved with the physical characteristics of the public sidewalk area in question; and provided, further, that all such temporary signs must in all events maintain at least a two-foot setback from the outside edge of said sign to the inside edge of the street curb.

(3) No such temporary movable sign shall be attached in any manner to the public sidewalk, or to any public fixtures located on the public sidewalk, such as tables, chairs, or other fixtures, or on top of any temporary elevations such as fill material or snowbanks.

(4) No such temporary sign shall exceed two and one-half (2.5) feet in width and five (5) feet in height in outer frame measurements, with such height measured from the natural grade of the sidewalk surface adjacent to such establishment. No more than one (1) such sign may be placed in front of any single store-front. All such signs must be well-maintained and kept in good repair.

(5) By the closing time of such establishment each day, each such sign shall be moved inside the building adjacent to which the sign is displayed, restoring the public sidewalk to its normal condition as a pedestrian walkway.

(6) Before the proprietor of any such an establishment may lawfully place any such temporary sign on the public sidewalk in front of such establishment, the proprietor shall file an application for a permit with the city clerk of the City, on a form furnished by the city clerk, and shall pay a non-refundable annual permit fee therefor, in such amount as shall be determined from time to time by resolution of the city council. The application and an accompanying diagram or site plan shall show (i) the dimensions, including the length and width, of the public sidewalk that is adjacent to said establishment, as described in this subsection; (ii) the five-foot area of unobstructed public sidewalk which is to be reserved for pedestrian use, and the two-foot setback from the outside edge of said sign to the inside edge of the street curb; (iii) the approximate location where the sign shall be positioned, and the size of said sign, including its outer dimensions; (iv) proof that the applicant holds a valid license or permit to operate the establishment; (v) the written consent to the filing of said application from the owner of the building in which such establishment is located, if the applicant is not the owner of the building; (vi) proof of insurance and compliance with the indemnification requirements set forth in subparagraph 15 of this subsection; and (vii) such other information and documentation as the City may require in order to demonstrate that the proprietor complies with the requirements of this subsection.

(7) The city clerk shall forward a copy of the proprietor's application, together with all other information and documentation required in connection with said

application, to the city planner for review as to compliance with the requirements of this subsection, and compliance with the interest of public safety, health, or welfare. If the application is approved by the city planner as being in compliance with the requirements of this subsection, the city clerk shall forward the application to the city council. Upon approval by the city council, the city clerk shall issue a permit therefor to the applicant. If the application is not approved by the city planner, the city clerk shall notify the applicant of the reason or reasons the application was not approved. The applicant shall be afforded a period of thirty (30) days from the date of the city clerk's notice, within which to revise the application in an effort to comply with the requirements of this subsection and to correct the reasons for denial thereof. If the revised application is approved by the city planner, the city clerk shall forward the application to the city council. Upon approval by the city council, the city clerk shall issue a permit. If the revised application is not approved by the city planner, the city clerk shall not issue a permit. In that event, the applicant shall have a period of thirty (30) days from the date of notice of denial to appeal the denial to the administration committee of the city council. The administration committee shall conduct a hearing on the appeal of the denial of the application within thirty (30) days, and shall afford the applicant an opportunity to present information in support of the application, and shall issue a decision to either approve the application, which may be conditioned on one or more requirements, or to deny the application. The decision of the administration committee shall be final.

(8) Any permit issued under this subsection shall be issued for a period of one (1) year, and may be renewed upon the filing of an application by the proprietor for renewal of the permit before its expiration, and by payment of the required annual fee. The application for renewal shall state whether or not any of the contents of the original application are being revised, failing which the contents of the application for renewal shall be deemed to be the same as contained in the original application.

(9) In the event that ownership of the establishment holding the permit is sold, conveyed or transferred to another person or entity, the permit shall not thereby be transferred, and the new owner shall be required to file a new and separate application for such a permit, as provided in this subsection.

(10) The City reserves the right to limit the number of permits issued under this subsection if necessary to maintain adequate pedestrian flow, to permit adequate access to building entrances, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the surrounding area, or for any other valid public purpose. The City reserves the right to either deny an application which otherwise meets the requirements of this subsection, or to require the proprietor to meet additional terms and conditions for issuance of a permit beyond the requirements set forth in this subsection if, in the reasonable determination of the City, either granting the permit, or granting it without such additional terms and conditions, would not adequately protect and preserve the rights, privileges, and property of the City or its residents, or would not adequately protect or preserve the peace, safety, health, welfare, comfort or convenience of the city's residents.

(11) The city planner may order the immediate removal of any such temporary sign in the event such sign is causing a hazard to public safety, health or welfare,

is interfering with the unobstructed passage of pedestrians, is unsightly in appearance, is interfering with the removal of ice and snow from the public sidewalks, or for any other reason affecting public safety, health or welfare.

(12) A permit issued under this subsection shall be revoked by the City if the proprietor holding the permit does any of the following:

- (i) Fails to maintain a valid license or permit covering the establishment adjacent to which the sign is located;
- (ii) Fails to move the sign inside the building by closing time of the establishment as required in this subsection;
- (iii) Fails to pay the fee for issuance or renewal of the permit;
- (iv) Fails to operate in strict compliance with all of the provisions of this subsection, of all other city ordinances, and of state law; or
- (vi) Creates or allows to exist a safety hazard in connection with the placement of the sign.

Upon occurrence of any of the events described in this subparagraph, the city clerk shall give the proprietor of such establishment seven (7) days' written notice of revocation of the permit, and the permit holder shall thereupon immediately cease to place any such sign on the public sidewalk adjacent to the proprietor's establishment.

(13) The permit holder may appeal the revocation of the permit by written notice of appeal mailed or delivered to the city clerk within ten (10) days of the date of notice of revocation. The administration committee of the city council shall conduct a hearing within twenty (20) days of the date of the notice of appeal. The permit holder shall be notified in writing of the time and place of hearing thereon, and shall be afforded an opportunity to present information to the committee, following which the committee shall issue a written decision within ten (10) days of the date of the hearing, either affirming or reversing the revocation of the permit. The decision of the administration committee shall be final. During the pendency of the appeal, the permit holder shall not be allowed to place the sign on the public sidewalk.


(14) The City shall retain the right to terminate any permit granted under this subsection upon seven (7) days' written notice, and may require the removal of the sign from the public sidewalk adjacent to an establishment, if the city council, after due consideration, determines that there is a reasonable and substantial need for the use of the public right-of-way being occupied by such sign, for a valid public purpose. The determination of the city council shall be final, and there shall be no right of appeal from such decision.

(15) A permit for a temporary movable sign shall not be issued under this subsection unless the applicant, at the time of filing an application for issuance or renewal of a permit, furnishes proof of insurance and indemnification of the City that meets the following requirements:

(i) Commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage, with the City to be named as an additional insured on the policy, with an endorsement to be issued as part of the insurance policy, evidencing compliance with this requirement; and

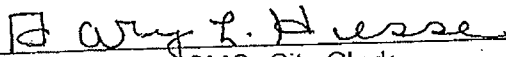
(ii) An indemnification agreement on a form furnished by the city clerk, under which the proprietor agrees to indemnify and hold the City harmless from any liability for damages arising out of the placement of the temporary movable sign in the public right-of-way.

INTRODUCED: _____ January 28, 2008
PASSED 1st CONSIDERATION: _____ January 28, 2008
PASSED 2nd CONSIDERATION: _____ February 11, 2008
PASSED 3rd CONSIDERATION: _____ February 25, 2008
ADOPTED: _____ February 25, 2008



David A. Wieland, Mayor Pro Tem

ATTEST:



Gary L. Hesse, CMC, City Clerk