

SIDEWALK CAFÉ PERMIT APPLICATION

FEE: \$100.00 Annual Permit Fee plus a 25 cents per sq. ft. Annual Rent of Sidewalk Space

RETURN TO:

City Clerk's Office, 555 S. 10th St., Room 103, Lincoln NE 68508

LMC Chapter 14.50

Please PRINT using blue or black ink only.

EXHIBIT "A"

APPLICANT'S INFORMATION

NAME:	Glenn A. Friendt		
HOME ADDRESS:	3433 Cape Charles Rd. West		
ZIP:	68514	PHONE#:	402-4206601
		FAX#:	

BUSINESS INFORMATION

NAME:	DISH		
ADDRESS:	1100 "O" Street		
ZIP:	68508	PHONE#:	475-9475
		FAX#:	

MANAGER OF CAFÉ

NAME:	Glenn A. Friendt		
ADDRESS:	3433 Cape Charles Rd W.		
ZIP:	68514	PHONE#:	420-6601
		FAX#:	

RECORD OWNER OF PROPERTY

NAME:	Kalwein Properties LLC		
ADDRESS:	122 North 15th		
ZIP:	68508	PHONE#:	474-6565
		FAX#:	

DOES THE RECORD PROPERTY OWNER AGREE TO SUCH USE? YES NO

PLEASE ATTACH A NOTARIZED LETTER OF CONSENT BY RECORD PROPERTY OWNER FOR THE USE OF SAID PROPERTY.

SIDEWALK CAFÉ AREA

LIST DAYS AND HOURS OF OPERATION:

Monday - Saturday
1am - 1:00am; 5:30 pm - 10:00 pm.

DESCRIBE HOW THE SIDEWALK CAFÉ WILL BE SUPERVISED & MAINTAINED:

Our restaurant Guest Managers will supervise
and we will have dedicated server staff
to outdoors, Daily cleaning & setups.

HOW MANY PATRONS WILL BE SERVED IN CAFÉ AREA:

Up to 30

DESCRIBE ANY PERMITTED ADVERTISING AND FURNITURE TO BE USED (photos may be attached):

No advertising except banner along the fence.
Outdoor furniture, 3 tables with umbrellas
for "O" street side.

DESCRIBE FOOD & DRINK TO BE OFFERED FOR SALE (sample menu may be attached):

Our regular restaurant & drink menu

MAP

Attach **six** copies of a plat or drawing indicating, *to scale*, the amount of surface public right-of-way you are seeking permission to use and the location of all furniture, equipment, and any other article occupying public space, if any. **(Failure to attach a proper plat or drawing will render this application INCOMPLETE & it will be returned to you!)**

FEES

- \$100 Annual Permit Fee must be paid to the City Clerk on the day of Original Permit approval.
- Annual Rent of 25 cents per square foot of sidewalk space used must be paid to the City Clerk on the day of original permit approval.

INSURANCE

Applicant shall **at all times** maintain a policy of liability insurance from a company licensed to do business in the State of Nebraska with a minimum of combined single limit of \$500,000 aggregate for any one occurrence. The insurance **must** name the City of Lincoln as an additional insured & contain a 30 day cancellation notice. **This must be attached to your application prior to submission! (Failure to attach the Certificate of Insurance will render this application INCOMPLETE & it will be returned to you!)**

REMINDER - The following items must be attached *prior* to submission of this application:

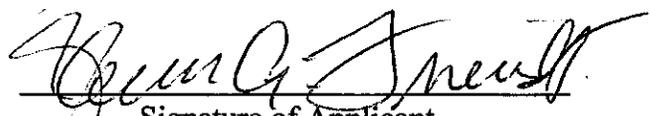
- Notarized letter of consent by record property owner for the use of said property.
- Six copies of a plat or drawing indicating, to scale, the amount of surface public right-of-way you are seeking permission to use and the location of all furniture, equipment, and any other article occupying public space, if any.
- Certificate of Insurance: policy of liability insurance from a company licensed to do business in the State of Nebraska with a minimum of combined single limit of \$500,000 aggregate for any once occurrence naming the City as an additional insured.

HOLD HARMLESS AGREEMENT

In consideration of being issued a permit for the use of surface space for a sidewalk café the undersigned applicant agrees to hold harmless the City of Lincoln and the officers and employees of the City for any loss or damage arising out of the use, or the discontinuance of any use. The undersigned agrees and understands that the use of the surface space is temporary, on a day to day basis; that the undersigned does not acquire any right, title, or interest in such space; that the undersigned may be required by the City at any time to vacate all or any part of the surface space that the undersigned has been given permission to use; that upon demand to vacate such space, the undersigned agrees to promptly remove any personal property placed thereon by the undersigned and to return the surface space to the same condition that it was in prior to commencement of such use or to reimburse the City for the cost of removing such property and restoring the surface space to its prior condition and that the undersigned has no recourse against either the City or its officers, employees or agents, either for any loss or damage occasioned by his or her being required to vacate all or any part of the surface space which the undersigned has been granted permission to use.

The undersigned further agrees at all times hereafter to comply with all municipal ordinances, rules and regulations of the City of Lincoln, Nebraska.

Dated this 30th day of March, 2004.



Signature of Applicant

Stenn A. Fricourt
Printed Name of Applicant



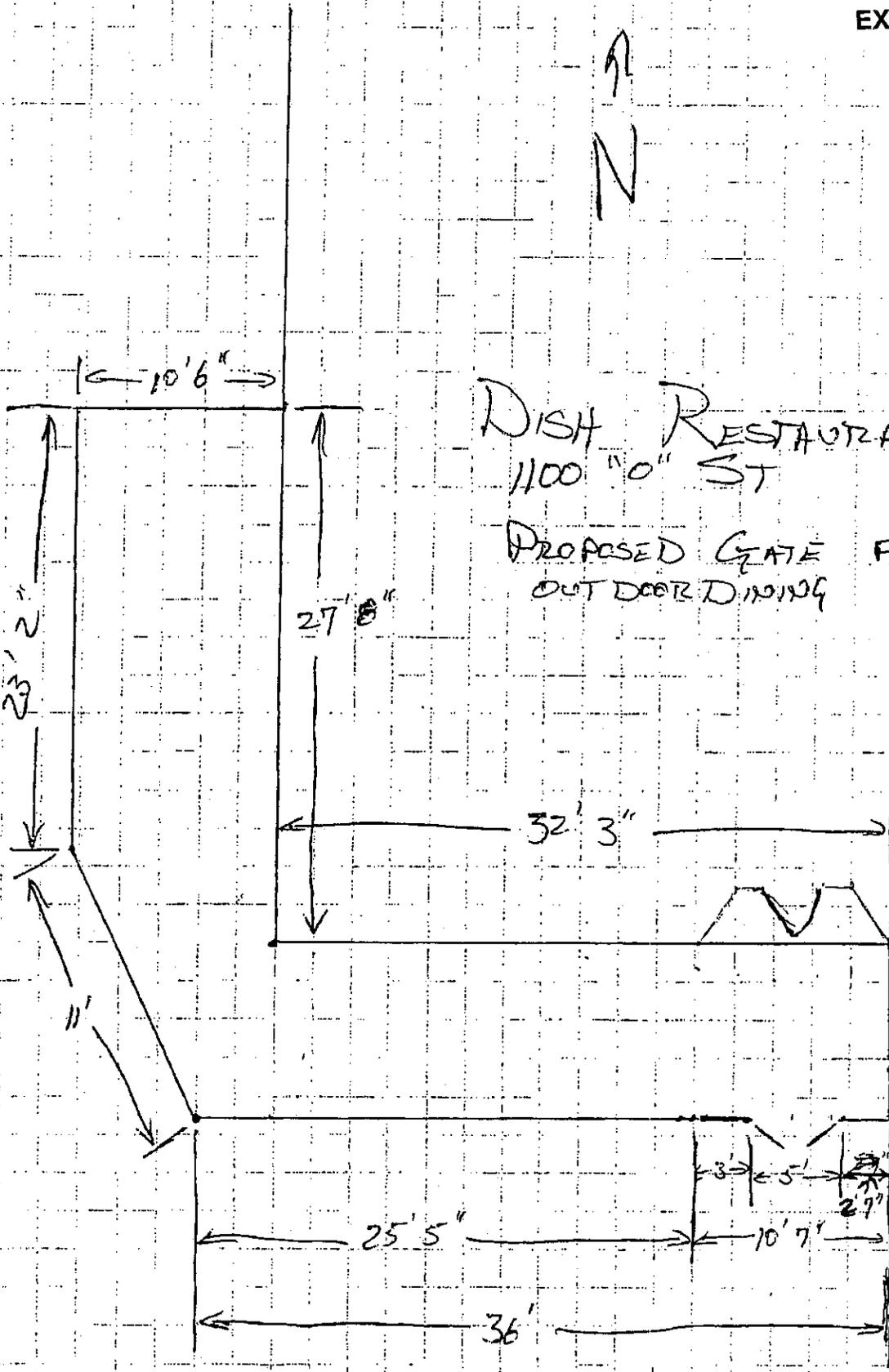
Witness

Applications are available on the City's web site at "www.ci.lincoln.ne.us".

EXHIBIT "B"



11TH ST

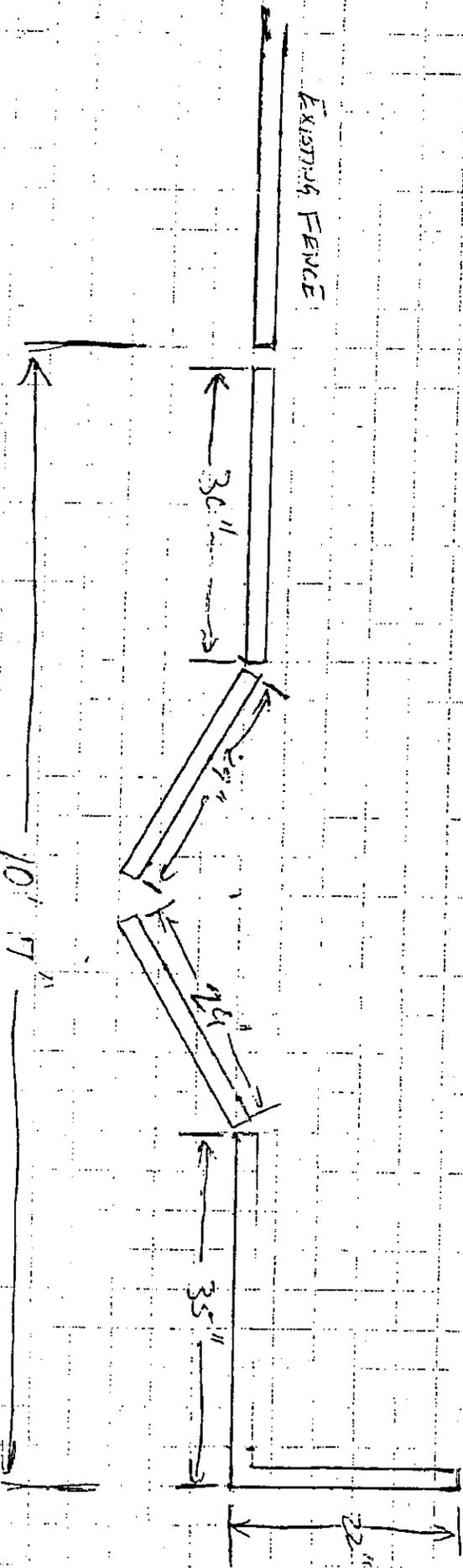


DISH RESTAURANT
1100 "O" ST
PROPOSED GATE FOR
OUTDOOR DINING

10'' ST

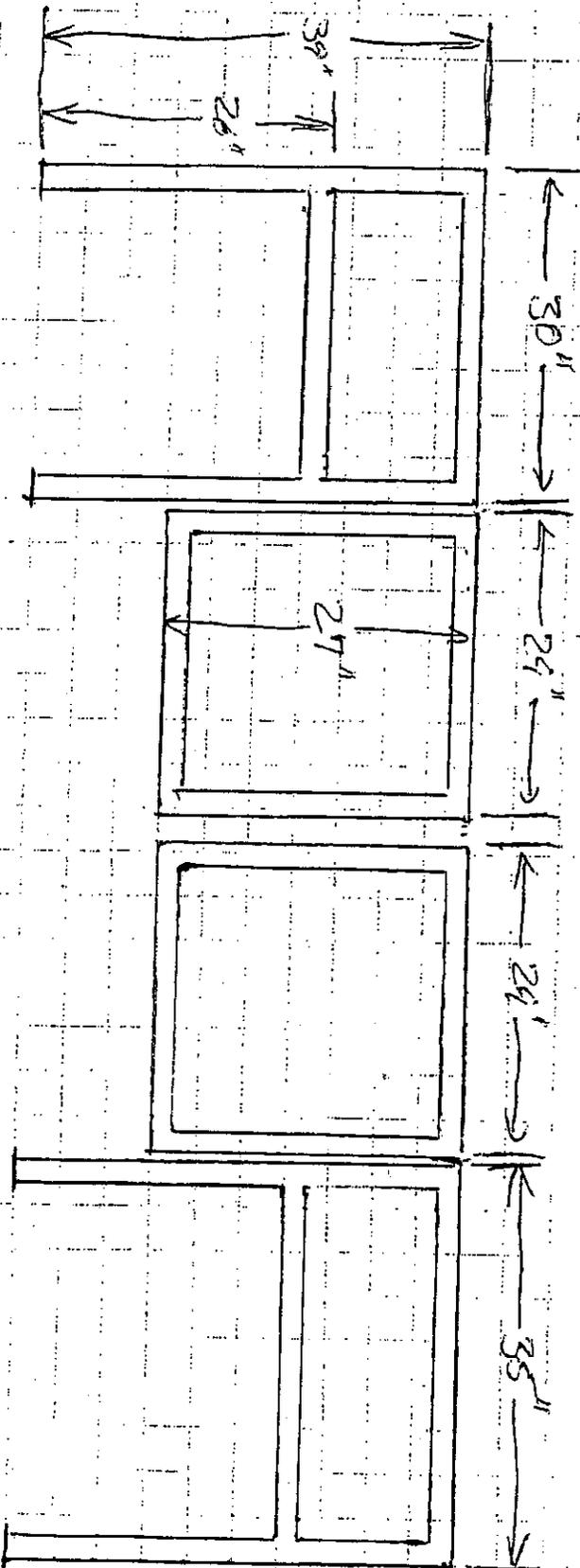
DISH RESTAURANT
1100 "O" ST

NEW FENCE + GATE
FOR OUT DOOR DINING
ADDITION PRAD



DISH RESTAURANT
1100 W. ST

NEW FENCE + GATE ADDITION ELEVATED
FOR OUTDOOR DINING



FACIOS NORTH

LETTER OF ACCEPTANCE

TO THE CITY COUNCIL:

I, Glenn Friendt, authorized representative of Dish, 1100 O Street, Lincoln, Nebraska 68508, the applicant under Resolution No. A-_____ adopted by the City Council of the City of Lincoln, Nebraska, on _____, 2004, do hereby certify that I have thoroughly read said resolution, understand the contents thereof and do hereby accept without qualification all of the terms, conditions, and requirements therein.

Glenn Friendt

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DC
AAAAD-1

DATE (MM/DD/YY)
03/29/04

PRODUCER
Union Agency, Inc
4719 Prescott Ave
PO Box 6205
Lincoln NE 68506
Phone: 402-483-4527 Fax: 402-483-0075

INSURED

Dish Bistro & Bar
1100 O Street
Lincoln NE 68508

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

INSURER A: **Continental Western Insurance**
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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CWP 2517789	03/29/04	03/29/05	EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 300,000
					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
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
	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 LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
City of Lincoln is included as an Additional Insured.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City Of Lincoln 555 S. 10th Street Lincoln NE 68508	LINCO05	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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 



at:
122 North 11th Street
Lincoln, Nebraska 68508

Kalwein Partnership
at Continental Commons
122 North 11th Street
Lincoln, Nebraska 68508
402-474-6565
FAX 402-474-5963

.....Consent letter for SIDEWALK CAFE PERMIT APPLICATION.....

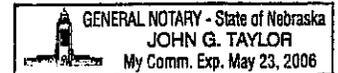
The under signed owners of Continental Commons.....1100 ' O ' Street.....know as Kalwein Partnership, do give permission to the Dish Cafe to maintain a sidewalk Cafe on the walks adjacent to The Continental Commons Building.

Our Company offices are at 122 North 11 th....Suite 201.....located in the same Building.....Continental Commons.

Kalwein Parternship

A handwritten signature in cursive script, appearing to read 'Gregory Kallos', is written over a horizontal line.

Gregory Kallos.....Partner



A handwritten signature in cursive script, appearing to read 'L.H. Weingart', is written over a horizontal line.

L.H. Weingart