



CITY OF JAMESTOWN

102 3RD AVENUE SE, JAMESTOWN, NORTH DAKOTA 58401

TELEPHONE 701-252-5900 - FAX 701-252-5903

Email: info@jamestownnd.gov

Website: www.jamestownnd.gov

OUTDOOR SEATING AREA PERMIT

within City Limits of Jamestown, ND – Occupying Sidewalk or Right-of-Way Areas

The Outdoor Dining Area Permit shall be subject to all regulations as set forth in Article VIII of Chapter 25 of the City of Jamestown Municipal Code.

A. Procedure if a business is requesting to use State of NDDOT right-of-way:

1. The business submits a completed application to the City of Jamestown with all required documents:
 - Permit fee of \$100 payable to City of Jamestown
 - An additional \$100 fee for Encroachment Agreement
 - A photograph of the site
 - A drawing with a complete description of the proposed site layout, equipment location, materials and aesthetics
 - Certificate of Insurance (**City of Jamestown, North Dakota, AND the State of North Dakota shall be endorsed as additional insureds.**)
2. City Staff reviews the permit through the City's approval process.
3. The City then forwards the permit, application & insurance certificate to the NDDOT to start the NDDOT approval process.
4. The NDDOT types up the NDDOT Encroachment Agreement between the City and NDDOT and sends to City for signatures.
5. The City returns the signed agreements and required insurance certificates to the NDDOT.
6. The NDDOT reviews and forwards to NDDOT legal for NDDOT Director signature.
7. The NDDOT returns an executed Encroachment Agreement for this business to the City.
8. The City then notifies the business by sending the approved permit.
9. Once the business has received the permit, it may occupy the right-of-way area, not before.

B. Procedure if a business is requesting to use City of Jamestown right-of-way:

1. The business submits a completed application to the City of Jamestown with all required documents:
 - Permit fee of \$100 payable to City of Jamestown
 - A photograph of the site
 - A drawing with a complete description of the proposed site layout, equipment location, materials and aesthetics
 - Certificate of Insurance (**City of Jamestown, North Dakota, shall be endorsed as additional insureds.**)
2. If approved, the City issues and sends a permit to the business.
3. Once the business has received the permit, it may occupy the right-of-way area, not before.



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PERMIT APPLICATION OUTDOOR SEATING AREA ON CITY OR STATE RIGHT-OF-WAY

Applicant Information

Name of Business: _____

Business (Local) Address: _____

Name of Applicant: _____ Title: _____

Mailing Address: _____

Name & Mailing Address of Business Owner/Mgr.: _____
(if different from above)

Primary Phone: _____ Cell Phone: _____

Email Address: _____

Name of Property Owner: _____
(if different from above)

Address of Property Owner: _____ Phone Number: _____

Description of Request: _____

Describe the items to be placed on the sidewalk, including color and material: _____

Please attach the following: Photograph of the site
 Drawing with a complete description of the site layout, equipment, materials and aesthetics
 Certificate of Insurance with the City of Jamestown, North Dakota to be endorsed as an additional insured (for those on State Right-of-Way, applicant must also include State of North Dakota be endorsed as additional insured) under the conditions set forth below.

- The application must be accompanied by a permit fee of \$100.00. Upon approval, an additional \$100.00 shall be required if an Encroachment Agreement is necessary.
- The permit is not transferable.
- The maximum term for this permit is through October 31st of each year.

The applicant, the business owner and property owner agree to defend, indemnify, and hold the City of Jamestown and State of North Dakota, its agencies, officers, and employees, harmless from and against any claims based on the vicarious liability of the City of Jamestown, the State of North Dakota or its agents, but not against claims of the City of Jamestown or State of North Dakota's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by applicant, business owner or property owner to the City of Jamestown and the State of North Dakota under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the City of Jamestown and State of North Dakota is necessary. Applicant, business owner, and property owner also agrees to defend, indemnify, and hold the City of Jamestown and State of North Dakota harmless for all costs, expenses, and attorneys' fees incurred if the City of Jamestown or State of North Dakota prevails in an action against applicant in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the expiration or termination of this permit.

The applicant, the business owner and property owner agree that approval of this permit by the City of Jamestown is not an endorsement that the applicant's activities are in compliance with the Americans with Disabilities Act, the International Building Code or any amendments thereto, and all other health and safety laws and regulations. Therefore, the applicant, the business owner and property owner agree to defend, indemnify, and hold the City of Jamestown, its agencies, officers, and employees, harmless from and against any claims arising out of the permitted activity.

The applicant must submit with this application Certificates of Insurance to cover the risk of injury to person or property with the City of Jamestown and State of North Dakota (for encroachments on State Right-of-Way) endorsed as additional insured. Commercial general liability, liquor liability, workers compensation, and automobile liability insurance – minimum limits of liability required of \$250,000 per person and \$1,000,000 per occurrence. Liquor liability insurance is only required for applicants who hold an on-sale alcohol permit. Workers compensation insurance must meet all statutory limits.

These endorsements shall contain a "Waiver of Subrogation" in favor of the City of Jamestown and the State of North Dakota (for encroachments on State Right-of-Way). The "Waiver of Subrogation" waives any right of recovery the insurance company may have against the City of Jamestown or State of North Dakota, as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the City of Jamestown and State of North Dakota, and that any attorney who represents the City of Jamestown or State of North Dakota policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

The applicant's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by the City of Jamestown or the State of North Dakota. Any insurance, self-insurance, or self-retention maintained by the City of Jamestown or State of North Dakota shall be excess of applicant's insurance and shall not contribute with it. The insolvency or bankruptcy of applicant shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents from meeting the retention limit under the policy. Any deductible amount or other obligations under the policies shall be the sole responsibility of the applicant. The insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The City of Jamestown and State of North Dakota will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the applicant in excess of the minimum requirements set forth.

The applicant obtaining the permit shall agree that, upon such termination, if the applicant fails to remove the encroachment within 30 days following the giving of the notice by the City or immediately upon termination by the State of North Dakota, the City shall be authorized to remove the encroaching structure(s) and recover all costs associated therewith from the applicant.

By signing below, applicant, agrees to abide by all requirements set forth in Article VIII of Chapter 25 of the City of Jamestown Municipal Code, the obligations set forth in this application, and further agrees to abide by all laws, rules, and regulations of local, state, and federal law, including any additional conditions placed on the permit.

Business owner, and property owner, by signing below indicate their consent of applicant's proposed use of the premises and further agrees to the indemnification and hold harmless clauses set forth above.

Applicant (Signature) _____ Date: _____

(Print name & title legibly) _____

Business Owner (Signature): _____ Date: _____

(Print name & title legibly) _____

Owner of Property (Signature): _____ Date: _____

(Print name legibly) _____

Office Use Only

Outdoor Dining Area Permit Application: Approved Denied

Fee(s) Paid: _____ Permit - \$100.00 _____ Encroachment Agreement - \$100.00 Date Paid: _____

Authorized Signature: _____

Additional Conditions: _____