

★ Roll Call Number

Agenda Item Number

5

Date September 28, 2009

Be it resolved by the City Council of the City of Des Moines, Iowa.

That the following application is hereby submitted for consideration to the Iowa Alcoholic Beverages Division of the Iowa Department of Commerce:

University Groceries, 2121 University Avenue, Class E Liquor License with B Wine and C Beer privileges.

Moved by \_\_\_\_\_ to

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
MEYER				
VLASSIS				
TOTAL				

**CERTIFICATE**

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

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

MOTION CARRIED

APPROVED

\_\_\_\_\_  
Mayor

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

**Rauh, Diane I.**

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**From:** Philip, Doug P.  
**Sent:** Thursday, September 24, 2009 9:34 AM  
**To:** Rauh, Diane I.  
**Subject:** Beer and Wine on unlicensed premises

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Diane,

In answer to your question, beer and wine may be brought onto and consumed on unlicensed premises. Liquor is illegal to consume on unlicensed premises that are open to the public. In the case of the laundromat, since it is an unlicensed premises open to the public the owner or manager could allow beer and wine, but not liquor to be consumed on the premises. To allow or not allow consumption of beer and wine is entirely up to the owner of the premises. It does not matter where the beer and wine was purchased.

Although, if the owner of the premises allowed beer and wine to be consumed on the premises between the hours of 2:00 a.m. and 6:00 a.m. then a after- hours business license would be required.

Doug Philip  
Assistant City Attorney

**Rauh, Diane I.**

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**Subject:** FW:

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**From:** Delafield, Phil M.  
**Sent:** Friday, September 18, 2009 8:46 AM  
**To:** Aldrich, Jeff M.; Hulse, Larry D.  
**Cc:** Gunson, Steve A.; Rauh, Diane I.  
**Subject:** RE:

This building is undergoing a partial change of occupancy through the PDC. All permits have been obtained, although not all the work is done, nor have all the final inspections been approved. The CO has not yet been issued, and the license inspections approval is contingent on achieving the CO. At this time electric, plumbing and mechanical have been approved. Building, fire and zoning remain.

The retail portions are being carved out of a portion of the former Laundromat. A door opening is between the two is intended. The store is being equipped with the infrastructure associated with a convenience store, including retail counter, handicapped accessibility, and appropriate mechanical systems. The facility has not been proposed with a grease interceptor, the applicant indicated that there would be no food prepared or served on site. The space is small, and there are no indications that individual type bar service is intended.

Staff observes that the facility appears to be oriented towards take out package sales, although we are unable to estimate at this time the merchandise mix. The business plan discussed by the owner aims to meet the standards applicable to convenience stores. This will require that more than 50% of the convenience store sales will be associated with non-alcoholic products. Audit and review of are possible if complaints regarding sales are questioned once the facility opens. A liquor audit agreement was obtained September 10 and is on file in the PDC.

The facility cannot be a liquor store because the owners opted not to seek Conditional Use Permit from the Zoning Board of Adjustment. This type of operation could include one whose alcohol sales exceed 50% of receipts.

Two separate staff members recall that contractors have commented that the owner claims to have observed a business opportunity, because the Laundromat patrons would load their laundry, walk to the C-store across the street, make purchases and then return to the laundry to consume and finish their loads.

Phil Delafield

License Application ( )

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**Applicant**

<b>Name of Applicant:</b>	<u>Kartar LLC</u>		
<b>Name of Business (DBA):</b>	<u>University Groceries</u>		
<b>Address of Premises:</b>	<u>2121 University Avenue</u>		
<b>City:</b> <u>Des Moines</u>	<b>County:</b> <u>Polk</u>	<b>Zip:</b> <u>50314</u>	
<b>Business Phone:</b>	<u>(515) 556-7395</u>		
<b>Mailing Address:</b>	<u>2121 University Avenue</u>		
<b>City:</b> <u>Des Moines</u>	<b>State:</b> <u>IA</u>	<b>Zip:</b> <u>50314</u>	

**Contact Person**

<b>Name:</b>	<u>Harmala Dassan</u>		
<b>Phone:</b>	<u>(515) 556-7395</u>	<b>Email Address:</b>	

**Classification:** Class E Liquor License (LE)

**Term:** 12 months

**Effective Date:** 09/15/2009

**Expiration Date:** 01/01/1900

**Privileges:**

- Carryout Beer
- Carryout Wine
- Class E Liquor License (LE)
- Sunday Sales

**Status of Business**

<b>BusinessType:</b>	<u>Limited Liability Company</u>		
<b>Corporate ID Number:</b>	<u>381931</u>	<b>Federal Employer ID #</b>	<u>270275817</u>

**Ownership**

**Harmala Dassan**

**First Name:** Harmala

**Last Name:** Dassan

**City:** West Des Moines

**State:** Iowa

**Zip:** 50265

**Position** Managing Member

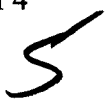
**% of Ownership** 100.00 %

**U.S. Citizen**

**Insurance Company Information**

<b>Insurance Company:</b>	<u>Merchants Bonding Company</u>		
<b>Policy Effective Date:</b>	<u>09/15/2009</u>	<b>Policy Expiration Date:</b>	<u>01/01/1900</u>
<b>Bond Effective Continuously:</b>	<u>2</u>	<b>Dram Cancel Date:</b>	
<b>Outdoor Service Effective Date:</b>		<b>Outdoor Service Expiration Date:</b>	
<b>Temp Transfer Effective Date:</b>		<b>Temp Transfer Expiration Date:</b>	





Zoning	Description	SF	Assessor Zoning
C-2	General Retail and Highway Oriented Commercial District	18631	Highway Commercial
R-3	Multiple Family Residential District	1544	Multi-Family Residential

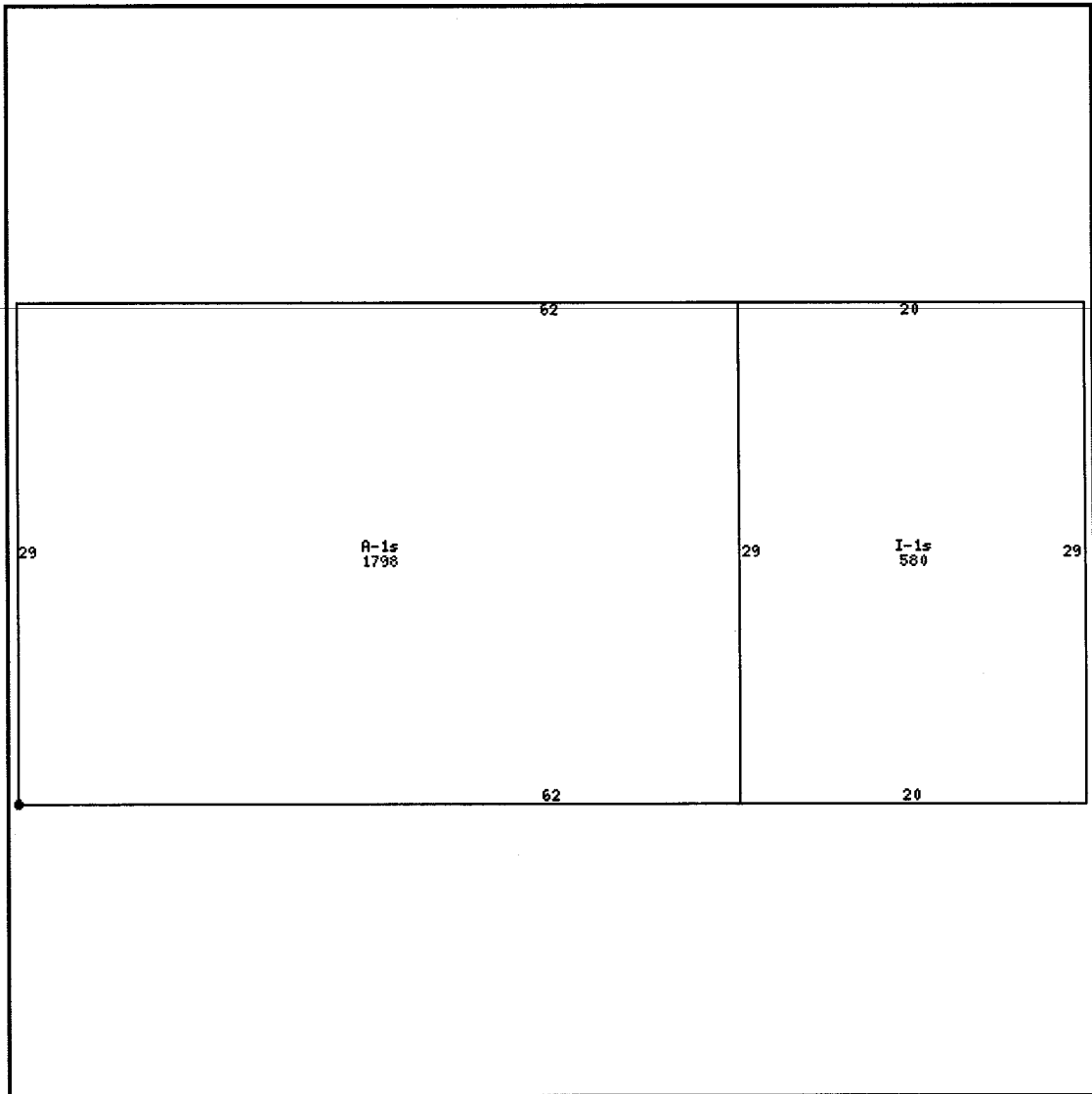
**Source:** City of Des Moines Community Development **Published:** 2009-06-15 **Contact:** Planning and Urban Design 515 283-4200

Land					
SQUARE FEET	20,176	FRONTAGE	130.0	DEPTH	155.2
ACRES	0.463	SHAPE	RC/Rectangle	TOPOGRAPHY	B/Blank

Commercial Summary					
OCCUPANCY	35/Retail	WEIGHTED AGE	1967	STORY HEIGHT	1
LAND AREA	20,176	GROSS AREA	1,798	FINISH AREA	1,798
BSMT UNFIN	0	BSMT FINISH	0	NUMBER UNITS	0

Csection # 101					
OCCUPANT	LAUNDRY CENTER				
SECT MULTIPL	1	OCCUPANCY	35/Retail	FOUNDATION	CN/Concrete
SUBMERGED	N/No	EXT WALL	BB/Brick Block Tile	INSULATION	Y/Yes
ROOF	F/Flat	ROOF MATERL	M/Metal	COVERED AREA	84
COVER QUAL	BN/Below Normal	WIRING	A/Adequate	PLUMBING	A/Adequate
TOTAL ST HT	1	FRAME TYPE	FR/Frame	FIREPRF CNST	N/No
BLDG CLASS	2/Brick or Masonry	TOT SCT AREA	1,798	GRND FL AREA	1,798
PERIMETER	182	GRADE	4	GRADE ADJUST	+00
YEAR BUILT	1967	YEAR REMODEL	2009	CONDITION	NM/Normal

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<b>Cgroup # 101 1</b>					
<b>USE CODE</b>	215/Retail Store	<b>BASE STORY</b>	1	<b>NUM STORIES</b>	1
<b>TOT GRP AREA</b>	1,798	<b>BASE FL AREA</b>	1,798	<b>HEATING</b>	C/Central
<b>AIR COND</b>	Y	<b>EXHAUST SYS</b>	N/No		

<b>Detached # 101</b>					
<b>OCCUPANCY</b>	PVA/Asphalt Paving	<b>MEASCODE</b>	S/Square Feet	<b>MEASURE1</b>	15,500
<b>GRADE</b>	4	<b>YEAR BUILT</b>	1967	<b>YEAR REMODEL</b>	1977



<b>CONDITION</b>	BN/Below Normal
<b>OTHER</b>	W/CONC

<b>Detached # 201</b>					
<b>OCCUPANCY</b>	FWD/Wood Fence	<b>MEASCODE</b>	L/Lineal Feet	<b>MEASURE1</b>	40
<b>MEASURE2</b>	6	<b>GRADE</b>	4	<b>YEAR BUILT</b>	2009
<b>CONDITION</b>	NM/Normal				

<b>Seller</b>	<b>Buyer</b>	<b>Sale Date</b>	<b>Sale Price</b>	<b>Instrument</b>	<b>Book/Page</b>
HISKEY, EUGENE	DESSAN, TONY	2009-07-08	130,000	C/Contract	13139/388

Year	Type	Status	Application	Permit/Pickup Description
Current	P/Permit	TW/To Work	2009-07-22	AL/Alterations INTERIOR Cost Estimate 7000
2003	P/Permit	NA/No Add	2002-05-01	AL/MISC

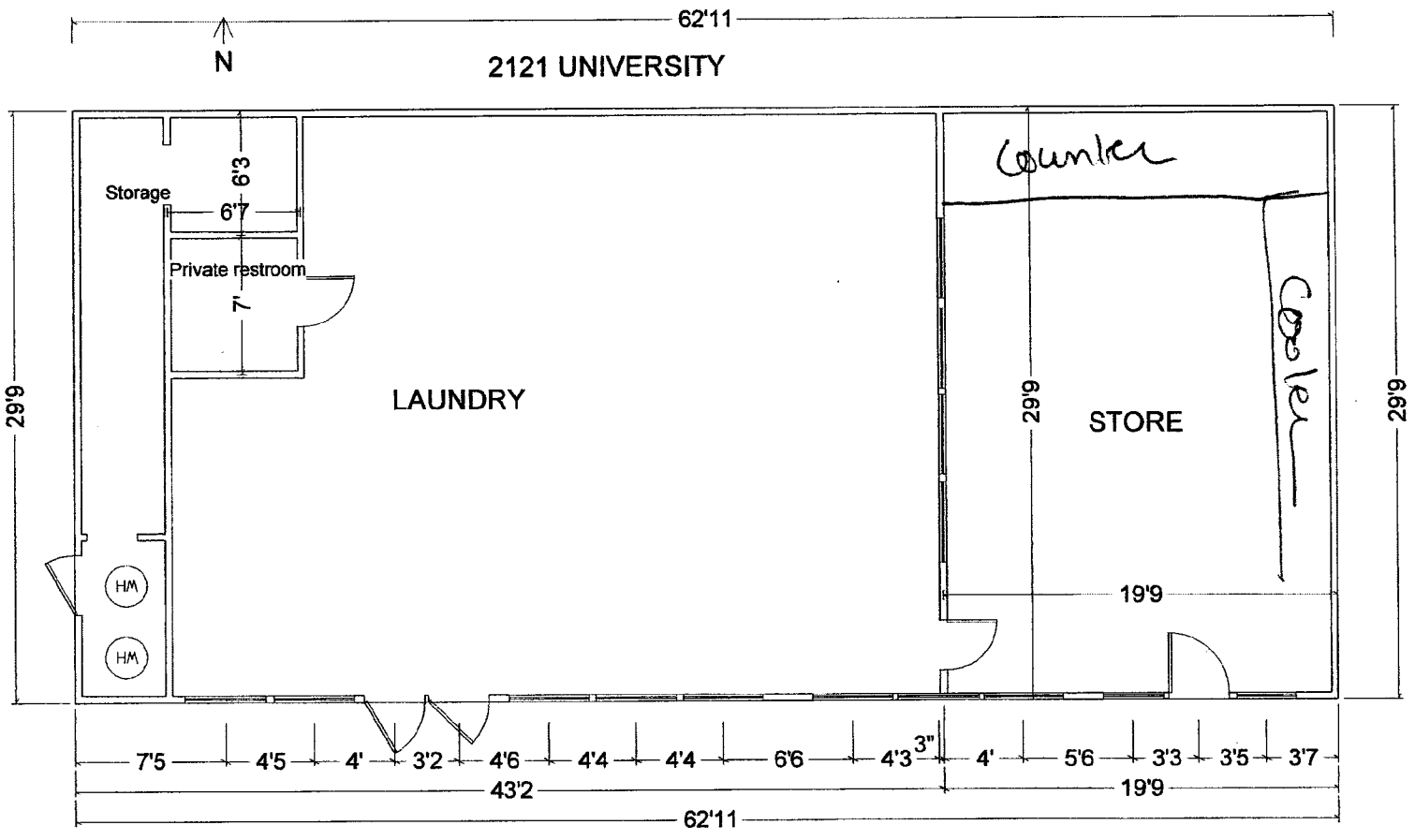
Year	Type	Class	Kind	Land	Bldg	AgBd	Total
2009	Assessment Roll	Commercial	Full	81,200	11,800	0	93,000
2007	Assessment Roll	Commercial	Full	81,200	20,700	0	101,900
2005	Assessment Roll	Commercial	Full	73,800	20,100	0	93,900
2003	Assessment Roll	Commercial	Full	64,200	18,800	0	83,000
2001	Assessment Roll	Commercial	Full	60,530	17,700	0	78,230
2000	Board Action	Commercial	Full	67,300	17,700	0	85,000
2000	Assessment Roll	Commercial	Full	67,300	49,500	0	116,800

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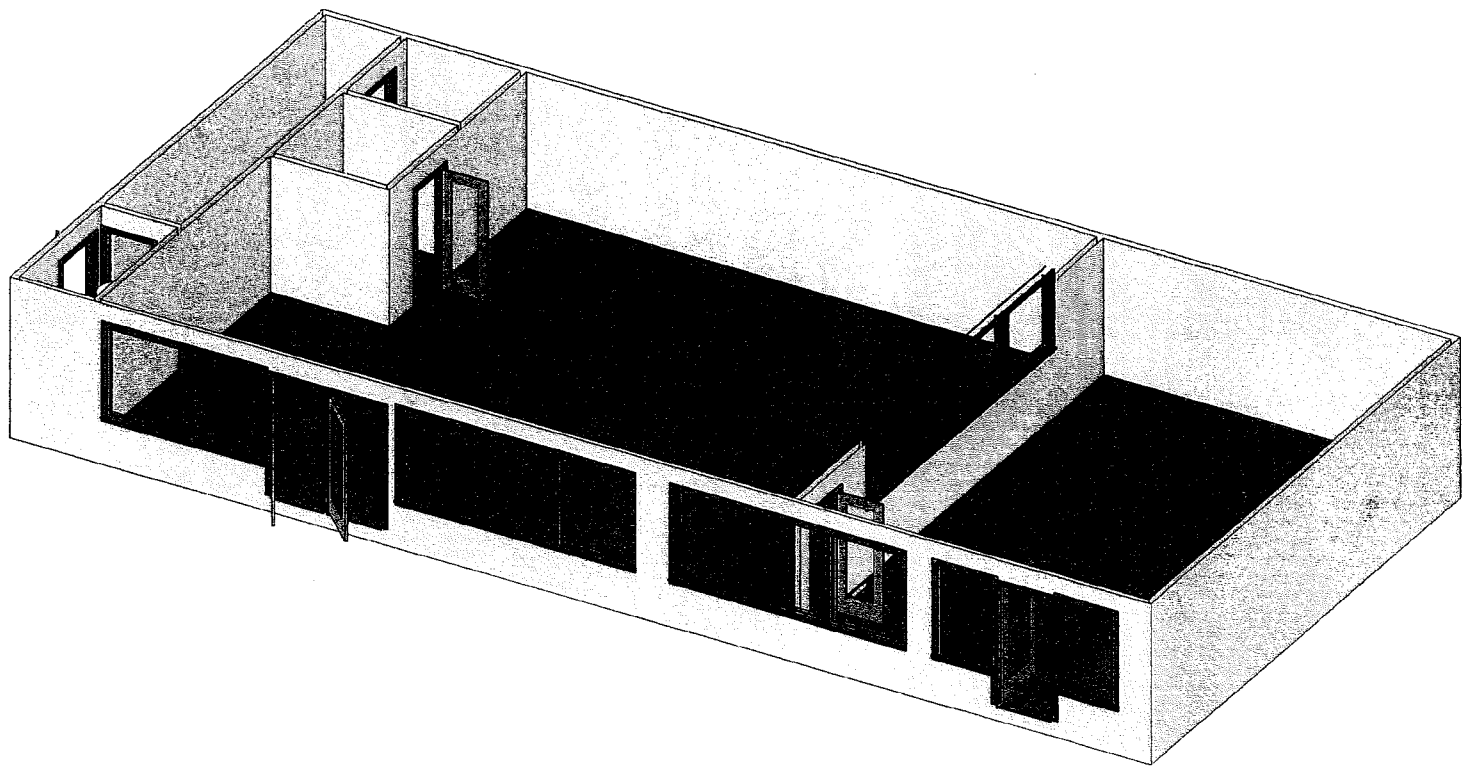
Room 195, 111 Court Avenue, Des Moines, IA 50309  
 Phone 515 286-3140 / Fax 515 286-3386  
[polkweb@assess.co.polk.ia.us](mailto:polkweb@assess.co.polk.ia.us)



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# Commercial Gross Lease

1. **Names.** This lease is made by TONY. S. DASSAN, Landlord, and Kartar LLC., Tenant.

2. **Premises Being Leased.** Landlord is leasing to Tenant and Tenant is leasing from Landlord the following premises: 2721 University ave Des Moines IA 50314

**Part of Building Only.** Specifically, Tenant is leasing the Entire of the building.

**Shared Facilities.** Tenant and Tenant's employees and customers may use the following additional facilities in common with other tenants, employees, and customers:

- Parking spaces: -
- Restroom facilities: -
- Storage areas: -
- Hallways, stairways, and elevators: -
- Conference rooms: -
- Other: -

3. **Term of Lease.** This lease begins on Aug 15<sup>th</sup> 2009 and ends on Aug 15<sup>th</sup> 2012.

4. **Rent.** Tenant will pay rent in advance on the 1st day of each month. Tenant's first rent payment will be on 11/1/09 in the amount of \$ 3000-. Tenant will pay rent of \$ 3,000 per month thereafter.

Tenant will pay this rental amount for the entire term of the lease.

Rent will increase each year, on the anniversary of the starting date in paragraph 3, as follows: \_\_\_\_\_

## 5. Option to Extend Lease

**First Option.** Landlord grants Tenant the option to extend this lease for an additional 3 years. To exercise this option, Tenant must give Landlord written notice on or before May 15 - 2012. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: -

**Second Option.** If Tenant exercises the option granted above, Tenant will then have the option to extend this lease for \_\_\_\_\_ years beyond the first option period. To exercise this option, Tenant must give Landlord written notice on or before \_\_\_\_\_. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: \_\_\_\_\_

6. **Security Deposit.** Tenant has deposited \$ 3,000- with Landlord as security for Tenant's performance of this lease. Landlord will refund the full security deposit to Tenant within 14 days following the end of the lease if Tenant returns the premises to Landlord in good condition (except for reasonable wear and tear) and Tenant has paid Landlord all sums due under this lease. Otherwise, Landlord may deduct any amounts required to place the premises in good condition and to pay for any money owed to Landlord under the lease.

**7. Improvements by Landlord**

Before the lease term begins, Landlord (at Landlord's expense) will make the repairs and improvements listed in Attachment 1 to this contract.

Tenant accepts the premises in "as is" condition. Landlord need not provide any repairs or improvements before the lease term begins.

**8. Improvements by Tenant.** Tenant may make alterations and improvements to the premises after obtaining the Landlord's written consent, which will not be unreasonably withheld. At any time before this lease ends, Tenant may remove any of Tenant's alterations and improvements, as long as Tenant repairs any damage caused by attaching the items to or removing them from the premises.

**9. Tenant's Use of Premises.** Tenant will use the premises for the following business purposes: Cowicee store / Laundry Hall. Tenant may also use the premises for purposes reasonably related to the main use.

**10. Landlord's Representations.** Landlord represents that:

- A. At the beginning of the lease term, the premises will be properly zoned for Tenant's stated use and will be in compliance with all applicable laws and regulations.
- B. The premises have not been used for the storage or disposal of any toxic or hazardous substance, and Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substance from the property.

*Tenant*

**11. Utilities and Services.** ~~Landlord~~ will pay for the following utilities and services:

- Water
- Electricity
- Gas
- Heat
- Air-Conditioning

Any items not checked will be the responsibility of Tenant.

**12. Maintenance and Repairs**

- A. Landlord will maintain and make all necessary repairs to: (1) the roof, structural components, exterior walls, and interior common walls of the premises, and (2) the plumbing, electrical, heating, ventilating, and air-conditioning systems.
- B. Landlord will regularly clean and maintain (including snow removal) the parking areas, yards, common areas, and exterior of the building and remove all litter so that the premises will be kept in an attractive condition.
- C. Tenant will clean and maintain Tenant's portion of the building so that it will be kept in an attractive condition.

**13. Insurance** *Tenant*

- A. ~~Landlord~~ will carry fire and extended coverage insurance on the building.
- B. Tenant will carry public liability insurance; this insurance will include Landlord as an insured party. The public liability coverage for personal injury will be in at least the following amounts:
  - \$ 5000 per occurrence.
  - \$ \_\_\_\_\_ in any one year.
- C. Landlord and Tenant release each other from any liability to the other for any property loss, property damage, or personal injury to the extent covered by insurance carried by the party suffering the loss, damage, or injury.
- D. Tenant will give Landlord a copy of all insurance policies that this lease requires Tenant to obtain.

**14. Taxes**

- A. Landlord will pay all real property taxes levied and assessed against the premises.
- B.  Tenant will pay all personal property taxes levied and assessed against Tenant's personal property.

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23. **Entire Agreement.** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

24. **Successors and Assignees.** This lease binds and benefits the heirs, successors, and assignees of the parties.

25. **Notices.** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- (1) in person
- (2) by certified mail, or
- (3) by overnight courier.

26. **Governing Law.** This lease will be governed by and construed in accordance with the laws of the state of Iowa.

27. **Counterparts.** The parties may sign several identical counterparts of this lease. Any fully signed counterpart shall be treated as an original.

28. **Modification.** This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

29. **Waiver.** If one party waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

30. **Severability.** If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Dated: 8/10/09.

**LANDLORD**

**TENANT**

Name of Business: Tony Danah  
at \_\_\_\_\_

Name of Business: Kartar LLC  
at \_\_\_\_\_

By: [Signature]  
Printed Name: Tony S. Dessen  
Title: Owner

By: [Signature]  
Printed Name: Harmala Danah  
Title: Manager

Address: 5209 Dakota Drive  
W. DSM. IA 50265

Address: \_\_\_\_\_

**[ ] GUARANTOR**

By signing this lease, I personally guarantee the performance of all financial obligations of \_\_\_\_\_ under this lease.

Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

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**15. Subletting and Assignment.** Tenant will not assign this lease or sublet any part of the premises without the written consent of Landlord. Landlord will not unreasonably withhold such consent.

**16. Damage to Premises**

A. If the premises are damaged through fire or other cause not the fault of Tenant, Tenant will owe no rent for any period during which Tenant is substantially deprived of the use of the premises.

B. If Tenant is substantially deprived of the use of the premises for more than 90 days because of such damage, Tenant may terminate this lease by delivering written notice of termination to Landlord.

**17. Notice of Default.** Before starting a legal action to recover possession of the premises based on Tenant's default, Landlord will notify Tenant in writing of the default. Landlord will take legal action only if Tenant does not correct the default within ten days after written notice is given or mailed to Tenant.

**18. Quiet Enjoyment.** As long as Tenant is not in default under the terms of this lease, Tenant will have the right to occupy the premises peacefully and without interference.

**19. Eminent Domain.** This lease will become void if any part of the leased premises or the building in which the leased premises are located are taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the premises by eminent domain pays for the value of Tenant's lease, its loss of business, and for moving and relocation expenses.

**20. Holding Over.** If Tenant remains in possession after this lease ends, the continuing tenancy will be from month to month.

21. Disputes

Litigation. If a dispute arises, either party may take the matter to court.

Mediation and Possible Litigation. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

\_\_\_\_\_

a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

Mediation and Possible Arbitration. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

\_\_\_\_\_

a mediator to be mutually selected.

~~The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by~~

~~\_\_\_\_\_~~

~~an arbitrator to be mutually selected.~~

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

Landlord need not participate in mediation or arbitration of a dispute unless Tenant has paid the rent called for by this lease or has placed any unpaid rent in escrow with an agreed upon mediator or arbitrator.

22. Additional Agreements. Landlord and Tenant additionally agree that: \_\_\_\_\_