

Lodging Tax & Events Committee

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

CITY TREASURER
ROBIN NEWCOMB

PUBLIC WORKS

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER

Agenda
April 8, 2024
8:30 AM



119 W FIRST STREET
CLE ELUM, WA 9922

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

LODGING TAX & EVENTS
COMMITTEE
STEVEN HARPER - CHAIR
JERRED WIES
AUDREY MALEK

CITY ATTORNEY
ALEXANDRA KENYON

Join Virtually with Zoom: <https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2ISRExwZFhXZz09>
Meeting ID: 757 318 4018 Passcode: 98922

Join by Phone: 1-(253)215-8782, Meeting ID: 757 318 4018, Passcode:98922

 Receive city text alert notifications: text CLEELUM to 91896

DISCLAIMER: The City does not guarantee that virtual or telephonic access to the City Council meeting will be available and the City does not warrant audio quality. Attendees are encouraged to attend in-person.

1. **Call to Order**
2. **Unfinished Business**
 - a. 3 on 3 UKC Basketball Tournament 2024 Event Application
3. **New Business**
 - a. Approve the Minutes from the Lodging Tax & Event Committee Meeting Dated March 11, 2024
 - b. Elliott Wedding Reception 2024 Event Application
 - c. Downtown Clean-Up 2024 Event Application
 - d. Boo-Elum 2024 Event Application
 - e. Pioneer Day - Dock Diving Dogs 2024 Event Application
 - f. Trailer Rental Application - Discussion
 - g. Application Fee - Discussion - Yakima Special Event & Parade Permit (example)
4. **Other Committee Comments**
5. **Adjourn**

Upcoming Meetings:

Next Lodging Tax & Events Committee Meeting: May 13, 2024 @ 8:30 a.m.

Regular Council Meeting: April 9, 2024 @ 6:00 p.m.

Planning Commission Meeting: April 16, 2024 @ 6:00 p.m.

Lodging Tax & Events Committee Agenda

April 8, 2024

119 W FIRST STREET
CLE ELUM, WA 9922

General Government Committee Meeting: April 24, 2024 @ 8:00 a.m.

Public Safety & Health Committee Meeting: April 16, 2024 @ 1:00 p.m.

Public Works & Community Development Committee Meeting: May 2, 2024 @ 12:00 p.m.

DRAFT

CLE ELUM LODGING TAX & EVENTS COMMITTEE

MINUTES

MARCH 11, 2024

8:30 AM

119 W FIRST STREET
CLE ELUM, WA 98922

1. Call to Order

Steven Harper - Committee Member
Steven Cook - Committee Member
Audrey Malek - Committee Member

Audrey Casassa - Utility Clerk
Ed Mills - Fire Chief
Rich Albo - Police Chief
Colleda Monick - HLA
Matthew Lundh - Mayor
Aaron Barr - Public Works
Debbie Lee - Clerk

2. Unfinished Business

3. New Business

a. Special Use Permit - Skydive Chelan - Colleda Monick HLA Planner

Colleda Monick of HLA informed the Committee of the Special Use Application that Skydive Chelan submitted a 4th of July 2024 Event Application. They project about 150 - 200 attendees. This event would include camping, portables, and food trucks. They would utilize the runway for takeoffs and landing.

There was discussion regarding charging for the use of the runway. Chief Albo and Chief Mills discussed safety issues. Fire wants to make sure there is enough ingress and egress with parking. The grass during the summer could also be an issue. Public Works stated they could mow before the event, but stated there was a swell ditch in the area. Chief Mills wanted a high angle rescue team available, and to have plenty of water on site, vendor trucks needed to be inspected, and all tents needed weight and inspected in case of wind. Chief Mills asked if EMT's would be on site. The Committee could approve with conditions. Elevation, temperature and wind are all safety factors. Discussion was had as to where fuel will be stored

The Committee asked if the Council needed to approve this event. Colleda stated that this was an administrative decision per the City code.

Lodging Tax & Events Committee Agenda March 11, 2024

119 W FIRST STREET
CLE ELUM, WA 9922

It was also discussed that the City could reserve the right to shut down the event if there was an emergency rescue, fire or if Search and Rescue needed the airport or an accident on the freeway. Surrounding agencies would need to be notified of this event. Steven Harper stated they could meet virtually and present recommended stipulations in writing.

MOTION: Committee Member Harper made a motion to approve the Special Use Application with written acceptance from the Police Department and Fire Department. And further require applicant to cover all city expenditures related to the event, staff time, fire services and a stipulation in the written requirements regarding rescue; seconded by Committee Member Cook.

MOTION CARRIED: 3 yes 0 no.

There was more discussion regarding charging for certain events and the type of permits that are required.

b. 2024 Independence Day Event Application - Kittitas County Chamber Chelsea Cramer

Chief Mills stated that there needs to be the ability to separate the public from the fireworks. There needs to be a safety zone and possibly some type of fencing. The food vendor trucks need certification in place and to be current on fire extinguishers and propane tanks. Tents also need to be inspected and permitted. Tents need about 40–45 pounds to keep them secure.

Chief Albo stated that the beer garden needs to be fenced off and permitted also.

Committee Member Malek said communication with the chamber is important.

MOTION: Committee Member Harper made a motion to approve the 4th of July Event Application with proper permits in place and including the Police and Fire stipulations and approvals; seconded by Councilmember Malek.

MOTION CARRIED: 3 yes 0 no.

c. 3 on 3 Basket Ball - Upper Kittitas County Beau Nichols

Beu Nichols, representing the 3 on 3 basketball tournaments, informed the Committee that this was the biggest fundraiser for their group. This is the 20th annual event. There are 94 teams, 4 per team, so approximately 400 participants. The club would help with barricades and suggested having one person being in charge of the streets and being the main point of contact. They could also suggest to participants and parents parking on Railroad Street.

Committee Member Harper suggested creating a zone for no parking to ease congestion. Also getting certified flaggers at intersections.

The group talked about possibly moving the event to the school, Dru Bru or a different

Lodging Tax & Events Committee Agenda March 11, 2024

119 W FIRST STREET
CLE ELUM, WA 9922

street. Issues with these sites are that it takes away from downtown and food services, the surface is not the best at Dru Bru and other streets have more of a curve. The school is not a large enough area, and how would people get to that location?

Discussion was had about applying for Lodging Tax Funds to help with shuttle services or purchasing more barricades.

Last year there were safety issues with trucks that were used for barricades being moved early, allowing cars to interfere with the tournament, pedestrians darting in and out of traffic, etc.

MOTION: Committe Member Harper made a motion to bring the proposed closure to 2nd Street for Council's recommendation; seconded by Councilmember Cook.

MOTION CARRIED: 3 yes 0 no.

d. **National Night Out Event Application**

Chief Albo stated that this event would be held on the first Tuesday of August. The Fire Department, medics, CASA, etc. will all be present.

MOTION: Councilmember Cook made a motion to approve the National Night Out Event; seconded by Councilmember Malek.

MOTION CARRIED: 3 yes 0 no.

4. **Other Committee Comments**

5. **Adjourn**

Committee Member Cook made a motion to adjourn @ 9:40 p.m.

Lodging Tax & Events Committee Agenda

March 11, 2024

119 W FIRST STREET
CLE ELUM, WA 9922

Steven Harper, Chair

Debbie Lee, Clerk

City of Cle Elum
119 West First Street
Cle Elum, WA 98922



Telephone: (509) 674-2262
Fax: (509) 674-4097
www.cityofcleelum.com

EVENT PERMIT APPLICATION

NAME OF EVENT:

Ellie's Wedding - Reception

Received:



This Event permit is to help the event coordinator and the City of Cle Elum build the best possible events for our community. We know how hard you work on your events and want to make sure that you have all the tools you will need to ensure a great event. Please return this application to the City of Cle Elum City Hall at 119 W First Street.

ADDITIONAL CONTACT INFORMATION:

Kittitas County Public Health Department (509) 962-7515
Kittitas County Chamber of Commerce (promotion) (509) 925-2002
Northern Kittitas County Tribune (newspaper) (509) 674-2511
Washington State Liquor Control Board (206) 764-4020

TYPE OF EVENT

Will your Event have OVER 50 Attendees? No ☐ Yes ☒ If yes, continue to "Major Event".

"Minor Event" (50 and Under)

Will you need any Street Closures? No ☒ Yes ☐ If yes, fill out Full Application.

Will you be putting up any Tents? No ☒ Yes ☐ If yes, fill out Full Application.

Will there be Alcohol served or available? No ☐ Yes ☒ If yes, fill out Full Application.

Do you plan on playing Music at the event? No ☐ Yes ☒ If yes, fill out Full Application.

Will you need to exceed the Noise Ordinance? No ☒ Yes ☐ If yes, fill out Full Application.
See Cle Elum Municipal Code Section 8.12

Will you be cooking on site? No ☒ Yes ☐ If yes, Contact the Cle Elum Fire Department.

Cle Elum Fire Department (509) 674-1748 or (509) 656-4062

Fire Chief Comments: _____

Approved: No ☐ Yes ☐

NOTE: During a burn ban you are NOT allowed to use pellets or briquettes.

"Major Event" (Over 50)

Will you need any Street Closures? No ☒ Yes ☐

Will this event require any Traffic Control Devices or Personal? No ☒ Yes ☐

Will you be putting up any Tents? No ☒ Yes ☐

Will there be Alcohol served or available? No ☐ Yes ☒

Do you plan on playing Music at the event? No ☐ Yes ☒

Will you need to exceed the Noise Ordinance? No ☒ Yes ☐

See Cle Elum Municipal Code Section 8.12

Will you be cooking on site? No ☒ Yes ☐

ALL "Major Events" must complete the Full Permit Application.

EVENT 'FULL PERMIT APPLICATION'

***NOTE:** This 'Full Permit Application' requires City approval. A meeting between the event coordinator and all department heads may be required. Please plan accordingly with as much advance notice as possible.

RETURN TO: Cle Elum City Hall
119 W First St
Cle Elum, WA 98922
Office (509) 674-2262
Fax (509) 674-4097

This permit application must be completed, signed and returned to Cle Elum City Hall along with all pertinent insurance information and diagrams.

Any misrepresentation in this permit application or deviation from the final agreed upon route and /or method of operation described herein, may result in the immediate revocation of the permit.

Please type or print information clearly and attach additional sheets, as necessary. Include a COMPLETE description of what the event will be.

EVENT DESCRIPTION:

Event Name Wedding - Reception

Event date(s): 7-26 / 7-27 / 7-28 Day(s) of the Week Fri Sat Sun

Time: 2:00 PM - 10:30 PM Music 4-7 PM

Event location: Firemen's Park

Facilities to be used (check): Park ☒ Street ☐ Sidewalk ☐ Private Property ☐

Set-up: Date 7-26 FRI. Time Fri. 4 PM am ☐ pm ☒

Take-Down: Date 7-28 Sun. Time SUN. 11:00 AM am ☒ pm ☐

Purpose of Event: wedding - Reception

Event Crowd Size:
Participants 50+ Spectators _____ Volunteers/Personnel 10+

Has Event been produced previously? No ☒ Yes ☐

If yes, what were the dates? _____

Any change from previous years? No ☒ Yes ☐ If yes, please list changes on separate sheet.

Please attach a separate sheet listing the schedule and location of events as well as a site map. Site map shall include items such as the location of garbage receptacles, portable bathroom facility, stage, seating, vendors, street closures, etc.

Small dumpster with lined trash receptacles to be changed out
CLE ELUM EVENT APPLICATION and picked up by waste Management on Monday.

APPLICANT INFORMATION:

Organization Name: _____

Mailing Address: Street PO Box 32

City Cle Elum State wa Zip: 98922

Applicant's Name: Jeff Elliott Robbie Smith Title: Groom & Bride

Contact Information: Daytime Phone _____

Cell Phone 509-304-4064

Fax _____

E-mail _____

Contact Person During Event: Name Jeff Elliott

Daytime Phone _____

Cell Phone 509-304-4064

Fax _____

E-mail Danig4Show@icloud.com

REDsgirl55@icloud.com

FEES AND PROCEEDS:

Will you charge an admission fee? No ☒ Yes ☐ If yes, how much? _____

Will alcohol be served or available? No ☐ Yes ☒

Will alcohol be sold? No ☒ Yes ☐

***Applicant is responsible for obtaining all required permits from the State of Washington regarding alcohol and must abide by these state and local requirements.**

ENTERTAINMENT AND PROMOTIONS:

Sound system: Acoustic ☐ Amplified ☒

Describe Entertainment: Wedding Reception Music

Will there be vendors? No ☒ Yes ☐ If yes, each vendor must fill out the Vendor License Application available at City Hall or approved alternate.

Check type of promotion you plan to use to attract participants:

TV ☐ Radio ☐ Paper ☐ Flyers ☐ Posters ☐ Other ☒ Specify Invitation
Social Media

STREET CLOSURES:

Is this event going to require any street closures? No ☒ Yes ☐

If Yes, please list streets requested to be closed and attach map, highlighting streets.

List Street(s) _____

INSURANCE INFORMATION:

☐ A Certificate of Liability Insurance MUST be attached to this Event Application. "City of Cle Elum" at 119 W First St., Cle Elum, WA 98922 must be named as "Additional Insured" to all coverage.

TRAFFIC CONTROL AND SECURITY:

Some activities may require traffic control and security. Please attach a separate sheet of paper detailed how your organization will deal with these issues. ☐ See Attached Pages

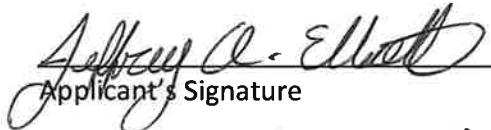
HOLD HARMLESS AGREEMENT(S):

Hold Harmless Agreement attached: ☐ MUST accompany this Event Permit Application
Parade Hold Harmless Agreement: ☐ *Not included in this application; Each Parade Entrant must sign and return to the event coordinator. The event coordinator is responsible for retaining all agreements.

CITY DEPARTMENT COMMENT PAGE:

☐ The following page lists the city departments that will need to be contacted. It is the responsibility of the event planner / applicant to take this form to each department for comments.

I certify under penalty of perjury that the information above is correct to my best knowledge.

	<u>3-12-24</u>
Applicant's Signature	Date
<u>Jeffrey A. Elliott</u>	<u>3-12-24</u>
Applicant's Printed Name	Title



HOLD HARMLESS AGREEMENT

This Agreement made this 12th day of March, 2024, between the City of
Cle Elum, referred to as "CITY" herein, and Jeffrey A. Elliott at,
P.O. Box 32 Cle Elum WA 98922 referred to as "USER" herein.
Mailing Address City State Zip

For the good and valuable consideration, receipt of which is acknowledged, is hereby agreed:

SECTION I

USER undertakes to indemnify CITY from any liability, loss or damage USER may suffer as a result of claims, demands, costs, or judgments against it arising out of the acts, failure to act, or activities that USER conducts under the CITY'S license or permit whether liability, loss or damage is caused by, or arises out of the negligence of USER or its officers, agents, employees or otherwise.

SECTION II

This Agreement shall commence on the date that the CITY issues its license or permit to USER and shall continue in full force until the permit and license expire. Renewal of the permit and/or associated license(s), if any, automatically renews this Agreement. The duty to indemnify the CITY for claims, demands, costs or judgments against it that arise during the Agreement survives the expiration of the Agreement.

SECTION III

CITY agrees to notify USER in writing, within 30 days, by certified mail, at USER'S address as stated in this Agreement, of any claim made against CITY on the obligations indemnified against.

SECTION IV

USER agrees to defend against any claims brought or actions filed against CITY with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject indemnity herein, USER agrees the CITY may employ an attorney of its own selection to appear and defend the claim or action on behalf of CITY, at the expense of USER. CITY, at its option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against CITY.

SECTION V

Vouchers or other similar, property evidence showing payment by CITY of any loss, damage, or in expense covered under this Agreement shall be conclusive evidence, (except fraud) against USER as to fact and amount of USER'S liability hereunder.

SECTION VI

USER consents that it shall not institute any action or suit at law or in equity against CITY, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand action, or cause of action for damages, costs, loss of services, expenses, or compensation for any damage for any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or is result, known or unknown, past, present, or future, arising out of activities that USER conducts under a license/permit issued to USER by CITY.

Jeffrey A. Elliott Jeffrey A. Elliott 3-12-24
USER Signature Print Name Title

RETURN THIS FORM WITH ALL PERTINENT INFORMATION TO CLE ELUM CITY HALL.
YOU WILL BE REQUIRED TO MEET WITH DEPARTMENT HEADS.

CLE ELUM POLICE DEPARTMENT (509) 674-2991

Police Chiefs Conditions: _____

Approved: No ☐ Yes ☐ (with above conditions) (Attach separate sheet if necessary)

Police Signature: _____

PUBLIC WORKS DEPARTMENT (509) 674-2262 Ext. 106

Public Works Conditions: _____

Approved: No ☐ Yes ☐ (with above conditions) (Attach separate sheet if necessary)

Public Works Signature: _____

CLE ELUM FIRE DEPARTMENT (509) 674-1748

Fire Chiefs Conditions: _____

Approved: No ☐ Yes ☐ (with above conditions) (Attach separate sheet, if necessary)

Fire Department Signature: _____

CITY COUNCIL REPRESENTATIVE (509) 674-2473

City Council Representative's Conditions: _____

Approved: No ☐ Yes ☐ (with above conditions) (Attach separate sheet, if necessary)

City Council Signature: _____

CITY ADMINISTRATION (509) 674-2262

Administrator Approval: _____ **Date:** _____



Washington State
Liquor and Cannabis Board

Safe Communities for Washington State

Permit Number: 24-03-021944
Issue Date: March 11, 2024

Banquet Permit

I have accepted this permit subject to the following conditions:

- The event will not be open to the public. No advance sale of tickets will be made to the general public. No advertising will be directed to the general public - this includes advertising in social media.
- Liquor will not be sold for cash, scrip, tickets or any other manner whatsoever.
- This permit is not valid on liquor-licensed premises while the liquor license is suspended.
- All liquor served will be purchased in Washington State from an authorized liquor retailer.
- This permit will be conspicuously posted in the banquet area.
- Liquor will be served and consumed only in the portion of the building or location described on the application.
- Liquor will be served only to members and invited guests who are 21 years of age or older.
- Legal hours for service and consumption of liquor are 6:00 a.m. to 2:00 a.m. daily.
- The permit holder is responsible to get any written approval required from the appropriate local authority for events at city and county parks.

The event and the premises for which the permit is issued will be subject to inspection by any Liquor and Cannabis Board officer or law enforcement officer.

Warning: WAC 314-18-070 states that no banquet permittee or employee of a banquet permittee may knowingly permit:

- The service of liquor to or consumption of liquor by any person under 21 years of age at the Banquet Permit event.
- Any disorderly conduct to occur at the Banquet Permit event.
- The service of liquor to or consumption of liquor by an apparently intoxicated person(s).

By making this application and accepting the Banquet Permit you are assuming full responsibility for this function. A violation could subject the violator to criminal prosecution, immediate cancellation of the permit and render the application/premises ineligible for future permits.

This permit is not valid unless signed, dated and posted at the event location. By signing below, I am assuming full responsibility for the event and the compliance of the rules stated above. I declare under penalty of perjury under the law of Washington that the foregoing is true and correct.

Printed name Jeffrey A. Elliott Signed at (city or other location, state or country) City Hall Cle Elum wa 98922

Signature Jeffrey A. Elliott Date signed (date, month, year) 3-11-24



Confirmation

Please click Continue to finish processing your banquet permit.

Please keep a record of your Confirmation Number, or [print this page](#) for your records.

Confirmation Number **WSBLCB000314288**

Payment Details

Description Washington State Liquor Control Board (LCB)
WSLCB Banquet Permit
<http://lcb.wa.gov/licensing/banquet-permits>

Payment Amount \$10.00

Payment Date 03/12/2024

Status PROCESSED

Payment Method

Payer Name Jeffrey Elliott

Card Number *1002

Card Type Visa

Approval Code 343376

Confirmation Email caseyapplehealth@gmail.com

Billing Address

Address 1 Po Box 314

City/Town South Cle Elum

State/Province/Region WA

Zip/Postal Code 98943

Country United States

 Search...[Home \(/s/\)](#)[Submit a Request](#)[Apply for a Permit \(/s/apply-for-a-permit\)](#)

Thank you for your payment. We have issued Banquet Permit 24-03-021944

Please check your junk mail if you did not receive an email.

[Return To Home](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/04/2024

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 East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C No. Ext): (530) 477-6521 FAX (A/C No.): E-MAIL ADDRESS: info@theeventhelper.com
INSURED Jeffrey Elliott & Roberta Smith 711 N Columbia Ave Cle Elum WA 98922	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Host Liquor Liability ☐ Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	N	3DS5475-M3432044	07/27/2024 12:01 AM	07/28/2024 12:01 AM	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
							Deductible	\$ None
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ EXCESS LIAB 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						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEES	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 70, Event Type: Wedding Reception.

CERTIFICATE HOLDER**CANCELLATION**

Fireman's Park 229 Grant St Cle Elum WA 98922	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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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Fireman's Park
229 Grant St
Cle Elum, WA 98922

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 of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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.

All other terms and conditions remain unchanged.

City of Cle Elum
119 West First Street
Cle Elum, WA 98922



Telephone: (509) 674-2262
Fax: (509) 674-4097
www.cityofcleelum.com

EVENT PERMIT APPLICATION

NAME OF EVENT: 2024 Downtown Clean-Up

Received:



This Event permit is to help the event coordinator and the City of Cle Elum build the best possible events for our community. We know how hard you work on your events and want to make sure that you have all the tools you will need to ensure a great event. Please return this application to the City of Cle Elum City Hall at 119 W First Street.

ADDITIONAL CONTACT INFORMATION:

Kittitas County Public Health Department (509) 962-7515
Kittitas County Chamber of Commerce (promotion) (509) 925-2002
Northern Kittitas County Tribune (newspaper) (509) 674-2511
Washington State Liquor Control Board (206) 764-4020

TYPE OF EVENT

Will your Event have OVER 50 Attendees? No ☒ Yes ☐ If yes, continue to "Major Event".

"Minor Event" (50 and Under)

Will you need any Street Closures? No ☒ Yes ☐ If yes, fill out Full Application.

Will you be putting up any Tents? No ☒ Yes ☐ If yes, fill out Full Application.

Will there be Alcohol served or available? No ☒ Yes ☐ If yes, fill out Full Application.

Do you plan on playing Music at the event? No ☒ Yes ☐ If yes, fill out Full Application.

Will you need to exceed the Noise Ordinance? No ☒ Yes ☐ If yes, fill out Full Application.

See Cle Elum Municipal Code Section 8.12

Will you be cooking on site? No ☒ Yes ☐ If yes, Contact the Cle Elum Fire Department.

Cle Elum Fire Department (509) 674-1748 or (509) 656-4062

Fire Chief Comments: _____

Approved: No ☐ Yes ☐

NOTE: During a burn ban you are NOT allowed to use pellets or briquettes.

"Major Event" (Over 50)

Will you need any Street Closures? No ☐ Yes ☐

Will this event require any Traffic Control Devices or Personnel? No ☐ Yes ☐

Will you be putting up any Tents? No ☐ Yes ☐

Will there be Alcohol served or available? No ☐ Yes ☐

Do you plan on playing Music at the event? No ☐ Yes ☐

Will you need to exceed the Noise Ordinance? No ☐ Yes ☐

See Cle Elum Municipal Code Section 8.12

Will you be cooking on site? No ☐ Yes ☐

ALL "Major Events" must complete the Full Permit Application.

EVENT 'FULL PERMIT APPLICATION'

***NOTE: This 'Full Permit Application' requires City approval. A meeting between the event coordinator and all department heads may be required. Please plan accordingly with as much advance notice as possible.**

RETURN TO: Cle Elum City Hall
119 W First St Office (509) 674-2262
Cle Elum, WA 98922 Fax (509) 674-4097

This permit application must be completed, signed, and returned to Cle Elum City Hall along with all pertinent insurance information and diagrams.

Any misrepresentation in this permit application or deviation from the final agreed upon route and /or method of operation described herein, may result in the immediate revocation of the permit.

EVENT DESCRIPTION: Required.

Please attach additional sheets with a COMPLETE description of what the event will be.

Event Name 2024 Downtown Cle Elum Clean-up

Event date(s): April 20, 2024 Day(s) of the Week Saturday

Time: 8:00AM - 1:00PM

Event location: Railroad, 1st and 2nd Street between Peoh and Oakes Ave (possibly up at City Park and Hospital Hill)

Facilities to be used (check): Park ☐ Street ☐ Sidewalk ☐ Private Property ☐

Set-up: Date April 20, 2024 Time 8:00AM am / pm

Take-Down: Date April 20, 2024 Time 1:00PM am / pm

Purpose of Event: Annual event to clean up all garbage post-snow and prep for Spring in Cle Elum

Event Crowd Size:

Participants 0 Spectators 0 Volunteers/Personnel 40-50

Has Event been produced previously? No ☐ Yes ☒

If yes, what were the dates? April 2016-2023

Any change from previous years? No ☐ Yes ☒ If yes, please list changes on separate sheet.

Please attach a separate sheet listing the schedule and location of events as well as a site map. Site map shall include items such as the location of garbage receptacles, portable bathroom facility, stage, seating, vendors, street closures, etc.

APPLICANT INFORMATION:Organization Name: Cle Elum Downtown AssociationMailing Address: Street PO Box 106City Cle Elum State WA Zip: 98922Applicant's Name: Jordan Peterson Title: Executive DirectorContact Information: Daytime Phone 509-433-7330Cell Phone 425-765-5719

Fax _____

E-mail jordan@cleelumdowntown.orgContact Person During Event: Name Same as above

Daytime Phone _____

Cell Phone _____

Fax _____

E-mail _____

FEES AND PROCEEDS:Will you charge an admission fee? No ☒ Yes ☐ If yes, how much? _____Will alcohol be served or available? No ☒ Yes ☐Will alcohol be sold? No ☒ Yes ☐***Applicant is responsible for obtaining all required permits from the State of Washington regarding alcohol and must abide by these state and local requirements.****ENTERTAINMENT AND PROMOTIONS:**Sound system: Acoustic ☐ Amplified ☐

Describe Entertainment: _____

Will there be vendors? No ☒ Yes ☐ If yes, each vendor must fill out the Vendor License Application available at City Hall or approved alternate.

Check type of promotion you plan to use to attract participants:

TV ☐ Radio ☒ Paper ☒ Flyers ☐ Posters ☐ Other ☒ Specify Social Media

STREET CLOSURES:

Is this event going to require any street closures? No ☐ Yes ☐

If Yes, please list streets requested to be closed and attach map, highlighting streets.

List Street(s) _____

INSURANCE INFORMATION:

☒ A Certificate of Liability Insurance MUST be attached to this Event Application. "City of Cle Elum" at 119 W First St., Cle Elum, WA 98922 must be named as "Additional Insured" to all coverage.

TRAFFIC CONTROL AND SECURITY:

Some activities may require traffic control and security. Please attach a separate sheet of paper detailed how your organization will deal with these issues. ☐ See Attached Pages

HOLD HARMLESS AGREEMENT(S):

Hold Harmless Agreement attached: ☒ MUST accompany this Event Permit Application
Parade Hold Harmless Agreement: ☐ *Not included in this application; Each Parade Entrant must sign and return to the event coordinator. The event coordinator is responsible for retaining all agreements.

CITY DEPARTMENT COMMENT PAGE:

☐ The following page lists the city departments that will need to be contacted. It is the responsibility of the event planner / applicant to take this form to each department for comments.

I certify under penalty of perjury that the information above is correct to my best knowledge.



Applicant's Signature

Jordan Peterson

Applicant's Printed Name

3/25/2024

Date

Executive Director

Title



HOLD HARMLESS AGREEMENT

This Agreement made this 25 day of March, 2024, between the City of
Cle Elum, referred to as "CITY" herein, and Cle Elum Downtown Association at,
PO Box 106, Cle Elum, WA, 98922 referred to as "USER" herein.
Mailing Address City State Zip

For the good and valuable consideration, receipt of which is acknowledged, is hereby agreed:

SECTION I

USER undertakes to indemnify CITY from any liability, loss or damage USER may suffer as a result of claims, demands, costs, or judgments against it arising out of the acts, failure to act, or activities that USER conducts under the CITY'S license or permit whether liability, loss or damage is caused by, or arises out of the negligence of USER or its officers, agents, employees or otherwise.

SECTION II

This Agreement shall commence on the date that the CITY issues its license or permit to USER and shall continue in full force until the permit and license expire. Renewal of the permit and/or associated license(s), if any, automatically renews this Agreement. The duty to indemnify the CITY for claims, demands, costs or judgments against it that arise during the Agreement survives the expiration of the Agreement.

SECTION III

CITY agrees to notify USER in writing, within 30 days, by certified mail, at USER'S address as stated in this Agreement, of any claim made against CITY on the obligations indemnified against.

SECTION IV

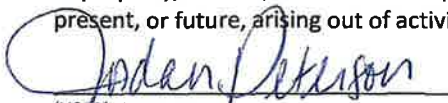
USER agrees to defend against any claims brought or actions filed against CITY with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject indemnity herein, USER agrees the CITY may employ an attorney of its own selection to appear and defend the claim or action on behalf of CITY, at the expense of USER. CITY, at its option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against CITY.

SECTION V

Vouchers or other similar, property evidence showing payment by CITY of any loss, damage, or in expense covered under this Agreement shall be conclusive evidence, (except fraud) against USER as to fact and amount of USER'S liability hereunder.

SECTION VI

USER covenants that it shall not institute any action or suit at law or in equity against CITY, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand action, or cause of action for damages, costs, loss of services, expenses, or compensation for any damage for any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or is result, known or unknown, past, present, or future, arising out of activities that USER conducts under a license/permit issued to USER by CITY.


"USER" Signature

Jordan Peterson
Print Name

Executive Director
Title

**RETURN THIS FORM WITH ALL PERTINENT INFORMATION TO CLE ELUM CITY HALL.
YOU WILL BE REQUIRED TO MEET WITH DEPARTMENT HEADS.**

CLE ELUM POLICE DEPARTMENT (509) 674-2991

Police Chiefs Conditions: _____

Approved: No ☐ Yes ☐ (with above conditions) (Attach separate sheet if necessary)

Police Signature: _____

PUBLIC WORKS DEPARTMENT (509) 674-2262 Ext. 106

Public Works Conditions: _____

Approved: No ☐ Yes ☐ (with above conditions) (Attach separate sheet if necessary)

Public Works Signature: _____

CLE ELUM FIRE DEPARTMENT (509) 674-1748

Fire Chiefs Conditions: _____

Approved: No ☐ Yes ☐ (with above conditions) (Attach separate sheet, if necessary)

Fire Department Signature: _____

CITY COUNCIL REPRESENTATIVE (509) 674-2473

City Council Representative's Conditions: _____

Approved: No ☐ Yes ☐ (with above conditions) (Attach separate sheet, if necessary)

City Council Signature: _____

CITY ADMINISTRATION (509) 674-2262

Administrator Approval: _____ **Date:** _____



March 25, 2024

City of Cle Elum Event Application

RE: Downtown Cle Elum Clean-up

Please see below for supporting documentation regarding the Cle Elum Downtown Association Annual Downtown Clean-up:

This is an annual community event taking place in April. This year, the Cle Elum Downtown Association chose to schedule the Annual Clean-up the 3rd Saturday of April, rather than the 4th Saturday, so that it does not conflict with UKCYBS opening day.

The purpose of this event is to promote community engagement and beautification efforts in our downtown corridor and surrounding areas, post-snow, in preparation for Spring. Efforts span from the average litter removal, to mowing of grass, weeding, removal of graffiti, to larger efforts such as removal of appliances that have been dumped. Our focus is on the downtown core, Oakes to Peoh (1st, 2nd and Railroad), however, as this continues to grow and evolve, we would like to include Hospital Hill, Cle Elum Park and other surrounding areas.

We will be gathering and basing out of Merle, Inc this year – coffee, donuts, water and snacks will be provided to all participants in addition to garbage bags, gloves and garbage (litter) pickers.

If you have any questions, please feel free to reach out to me.

Sincerely,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2024

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	CONTACT NAME: Jerry Lael
Gerald M. Lael	PHONE (A/C, No, Ext): 509-962-8800
Lael Insurance and Financial Services	FAX (A/C, No): 509-962-8801
2301 W. Dolarway Rd Ste 5	E-MAIL ADDRESS: glael@farmersagent.com
Ellensburg, Wa. 98926	INSURER(S) AFFORDING COVERAGE
	INSURER A: Mount Vernon Fire Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y Y	NBP2552870E	08/08/2023	08/08/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					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
						\$
						COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						\$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder as additional insured 07/06/2024

CERTIFICATE HOLDER	CANCELLATION
City of Cle Elum 119 W 1st St Cle Elum, WA. 98922	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

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Cle Elum
119 West First Street
Cle Elum, WA 98922



Telephone: (509) 674-2262
Fax: (509) 674-4097
www.cityofcleelum.com

EVENT PERMIT APPLICATION

NAME OF EVENT: Boo-Elum 2024

Received:



This Event permit is to help the event coordinator and the City of Cle Elum build the best possible events for our community. We know how hard you work on your events and want to make sure that you have all the tools you will need to ensure a great event. Please return this application to the City of Cle Elum City Hall at 119 W First Street.

ADDITIONAL CONTACT INFORMATION:

Kittitas County Public Health Department (509) 962-7515
Kittitas County Chamber of Commerce (promotion) (509) 925-2002
Northern Kittitas County Tribune (newspaper) (509) 674-2511
Washington State Liquor Control Board (206) 764-4020

TYPE OF EVENT

Will your Event have OVER 50 Attendees? No ☐ Yes ☒ If yes, continue to "Major Event".

"Minor Event" (50 and Under)

Will you need any Street Closures? No ☐ Yes ☒ If yes, fill out Full Application.

Will you be putting up any Tents? No ☐ Yes ☒ If yes, fill out Full Application.

Will there be Alcohol served or available? No ☒ Yes ☐ If yes, fill out Full Application.

Do you plan on playing Music at the event? No ☐ Yes ☒ If yes, fill out Full Application.

Will you need to exceed the Noise Ordinance? No ☒ Yes ☐ If yes, fill out Full Application.

See Cle Elum Municipal Code Section 8.12

Will you be cooking on site? No ☒ Yes ☐ If yes, Contact the Cle Elum Fire Department.

Cle Elum Fire Department (509) 674-1748 or (509) 656-4062

Fire Chief Comments: _____

Approved: No ☐ Yes ☐

NOTE: During a burn ban you are NOT allowed to use pellets or briquettes.

"Major Event" (Over 50)

Will you need any Street Closures? No ☐ Yes ☒

Will this event require any Traffic Control Devices or Personnel? No ☐ Yes ☒

Will you be putting up any Tents? No ☐ Yes ☒

Will there be Alcohol served or available? No ☒ Yes ☐

Do you plan on playing Music at the event? No ☐ Yes ☒

Will you need to exceed the Noise Ordinance? No ☒ Yes ☐

See Cle Elum Municipal Code Section 8.12

Will you be cooking on site? No ☒ Yes ☐

ALL "Major Events" must complete the Full Permit Application.

EVENT 'FULL PERMIT APPLICATION'

***NOTE: This 'Full Permit Application' requires City approval. A meeting between the event coordinator and all department heads may be required. Please plan accordingly with as much advance notice as possible.**

RETURN TO: Cle Elum City Hall
119 W First St
Cle Elum, WA 98922
Office (509) 674-2262
Fax (509) 674-4097

This permit application must be completed, signed, and returned to Cle Elum City Hall along with all pertinent insurance information and diagrams.

Any misrepresentation in this permit application or deviation from the final agreed upon route and /or method of operation described herein, may result in the immediate revocation of the permit.

EVENT DESCRIPTION: Required.

Please attach additional sheets with a COMPLETE description of what the event will be.

Event Name Boo-Elum

Event date(s): October 31, 2024 Day(s) of the Week Thursday

Time: 4:30PM - 6:30PM

Event location: 1st Street Penn-Wright

Facilities to be used (check): Park ☐ Street ☒ Sidewalk ☒ Private Property ☐

Set-up: Date October 31, 2024 Time 4:00PM am / pm

Take-Down: Date October 31, 2024 Time 7:30PM am / pm

Purpose of Event: Annual Community Engagement Event

Event Crowd Size:

Participants 75 Spectators 1500 Volunteers/Personnel 20

Has Event been produced previously? No ☐ Yes ☒

If yes, what were the dates? October 31, 2020/2021/2022/2023

Any change from previous years? No ☒ Yes ☐ If yes, please list changes on separate sheet.

Please attach a separate sheet listing the schedule and location of events as well as a site map. Site map shall include items such as the location of garbage receptacles, portable bathroom facility, stage, seating, vendors, street closures, etc.

APPLICANT INFORMATION:Organization Name: Cle Elum Downtown AssociationMailing Address: Street PO Box 106City Cle Elum State WA Zip: 98922Applicant's Name: Jordan Peterson Title: Executive DirectorContact Information: Daytime Phone 509-433-7330Cell Phone 425-765-5719

Fax _____

E-mail jordan@cleelumdowntown.orgContact Person During Event: Name Jordan PetersonDaytime Phone 509-433-7330Cell Phone 425-765-5719

Fax _____

E-mail jordan@cleelumdowntown.org**FEES AND PROCEEDS:**Will you charge an admission fee? No ☒ Yes ☐ If yes, how much? _____Will alcohol be served or available? No ☒ Yes ☐Will alcohol be sold? No ☒ Yes ☐***Applicant is responsible for obtaining all required permits from the State of Washington regarding alcohol and must abide by these state and local requirements.****ENTERTAINMENT AND PROMOTIONS:**Sound system: Acoustic ☐ Amplified ☒Describe Entertainment: Announcer for the competition (same as last year)Will there be vendors? No ☒ Yes ☐ If yes, each vendor must fill out the Vendor License Application available at City Hall or approved alternate.

Check type of promotion you plan to use to attract participants:

TV ☐ Radio ☒ Paper ☒ Flyers ☒ Posters ☒ Other ☒ Specify Social Media

STREET CLOSURES:

Is this event going to require any street closures? No ☐ Yes ☒

If Yes, please list streets requested to be closed and attach map, highlighting streets.

List Street(s) 1st Street, Penn-Wright

INSURANCE INFORMATION:

☒ A Certificate of Liability Insurance MUST be attached to this Event Application. "City of Cle Elum" at 119 W First St., Cle Elum, WA 98922 must be named as "Additional Insured" to all coverage.

TRAFFIC CONTROL AND SECURITY:

Some activities may require traffic control and security. Please attach a separate sheet of paper detailed how your organization will deal with these issues. ☐ See Attached Pages

HOLD HARMLESS AGREEMENT(S):

Hold Harmless Agreement attached: ☒ MUST accompany this Event Permit Application
Parade Hold Harmless Agreement: ☐ *Not included in this application; Each Parade Entrant must sign and return to the event coordinator. The event coordinator is responsible for retaining all agreements.

CITY DEPARTMENT COMMENT PAGE:

☐ The following page lists the city departments that will need to be contacted. It is the responsibility of the event planner / applicant to take this form to each department for comments.

I certify under penalty of perjury that the information above is correct to my best knowledge.



Applicant's Signature

3/25/2024

Date

Jordan Peterson

Applicant's Printed Name

Executive Director

Title



HOLD HARMLESS AGREEMENT

This Agreement made this 25 day of March, 2024, between the City of
Cle Elum, referred to as "CITY" herein, and Cle Elum Downtown Association at,
PO Box 106, Cle Elum, WA, 98922 referred to as "USER" herein.
Mailing Address City State Zip Name

For the good and valuable consideration, receipt of which is acknowledged, is hereby agreed:

SECTION I

USER undertakes to indemnify CITY from any liability, loss or damage USER may suffer as a result of claims, demands, costs, or judgments against it arising out of the acts, failure to act, or activities that USER conducts under the CITY'S license or permit whether liability, loss or damage is caused by, or arises out of the negligence of USER or its officers, agents, employees or otherwise.

SECTION II

This Agreement shall commence on the date that the CITY issues its license or permit to USER and shall continue in full force until the permit and license expire. Renewal of the permit and/or associated license(s), if any, automatically renews this Agreement. The duty to indemnify the CITY for claims, demands, costs or judgments against it that arise during the Agreement survives the expiration of the Agreement.

SECTION III

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SECTION IV

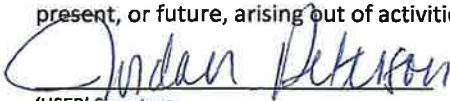
USER agrees to defend against any claims brought or actions filed against CITY with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject indemnity herein, USER agrees the CITY may employ an attorney of its own selection to appear and defend the claim or action on behalf of CITY, at the expense of USER. CITY, at its option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against CITY.

SECTION V

Vouchers or other similar, property evidence showing payment by CITY of any loss, damage, or in expense covered under this Agreement shall be conclusive evidence, (except fraud) against USER as to fact and amount of USER'S liability hereunder.

SECTION VI

USER covenants that it shall not institute any action or suit at law or in equity against CITY, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand action, or cause of action for damages, costs, loss of services, expenses, or compensation for any damage for any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or is result, known or unknown, past, present, or future, arising out of activities that USER conducts under a license/permit issued to USER by CITY.


'USER' Signature

Jordan Peterson
Print Name

Executive Director
Title

RETURN THIS FORM WITH ALL PERTINENT INFORMATION TO CLE ELUM CITY HALL.
YOU WILL BE REQUIRED TO MEET WITH DEPARTMENT HEADS.

CLE ELUM POLICE DEPARTMENT (509) 674-2991

Police Chiefs Conditions: _____

Approved: No ☐ Yes ☐ (with above conditions) (Attach separate sheet if necessary)

Police Signature: _____

PUBLIC WORKS DEPARTMENT (509) 674-2262 Ext. 106

Public Works Conditions: _____

Approved: No ☐ Yes ☐ (with above conditions) (Attach separate sheet if necessary)

Public Works Signature: _____

CLE ELUM FIRE DEPARTMENT (509) 674-1748

Fire Chiefs Conditions: _____

Approved: No ☐ Yes ☐ (with above conditions) (Attach separate sheet, if necessary)

Fire Department Signature: _____

CITY COUNCIL REPRESENTATIVE (509) 674-2473

City Council Representative's Conditions: _____

Approved: No ☐ Yes ☐ (with above conditions) (Attach separate sheet, if necessary)

City Council Signature: _____

CITY ADMINISTRATION (509) 674-2262

Administrator Approval: _____ **Date:** _____



March 25, 2024

City of Cle Elum Event Application

RE: Boo-Elum

Cle Elum Downtown Association (CEDA) will be hosting its annual Boo-Elum event with Trunk-or-Treating, a Scarecrow Contest and a lit Pumpkin Path.

Boo-Elum activities include the annual Pumpkin Path and the Scarecrow Contest (TBD).

PUMPKIN PATH

Participants can bring their carved pumpkin to the Pumpkin Path from 3:00 pm – 4:00 pm on October 31st to decorate a designated area (TBD – used front of CEDA office at 218 E First, in 2023).

SCARECROW CONTEST

Community members are also invited to participate in CEDA's Scarecrow Contest. Participation is open to all, but registration is required. Scarecrows will stand guard at participating businesses.

TRUNK-OR-TREAT

This has gone well in previous years. We will continue to offer this, set up down the middle of 1st Street. Adding a 1HR buffer on other end of the event this year to accommodate more time for the Trunk-or-Treat vehicles to get set-up and settled before kids start visiting. As a safety measure all participants are required to register with name, company (if there is one), vehicle type, color and license plate #.

Prizes will be awarded for the most creative pumpkins and scarecrows!

We would also like to play family-friendly Halloween themed music from the speakers again this year (only during the event), or we can hire Shaka Sound to bring in portable speakers for announcing and music.

The Marching Band will be invited out to lead the "costume parade" again this year, it is has become a well-anticipated tradition and promoted great community engagement.

If you have any questions, please feel free to reach out to me.

Sincerely,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2024

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 Gerald M. Lael Lael Insurance and Financial Services 2301 W. Dolarway Rd Ste 5 Ellensburg, Wa. 98926		CONTACT NAME: Jerry Lael PHONE (A/C No. Ext): 509-962-8800 E-MAIL ADDRESS: glael@farmersagent.com FAX (A/C No.): 509-962-8801	
INSURED Cle Elum Downtown Association PO Box 106 Cle Elum, WA. 98922		INSURER(S) AFFORDING COVERAGE INSURER A: Mount Vernon Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 26522	

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	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	☒ ☒	NBP2552870E	08/08/2023	08/08/2024	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 \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$	
	☐ 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 \$ \$
	☐ 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	PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder as additional insured 07/06/2024

CERTIFICATE HOLDER**CANCELLATION**

WSDOT
2807 Rudkin Rd
Union Gap, WA. 98903

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Cle Elum
119 West First Street
Cle Elum, WA 98922

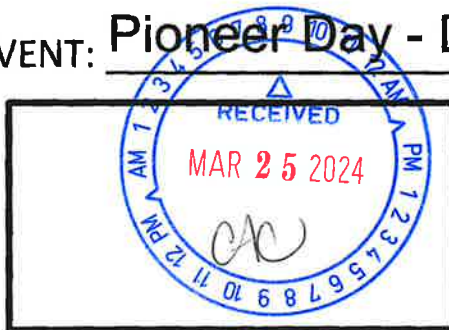


Telephone: (509) 674-2262
Fax: (509) 674-4097
www.cityofcleelum.com

EVENT PERMIT APPLICATION

NAME OF EVENT: Pioneer Day - Dock Diving Dogs

Received:



This Event permit is to help the event coordinator and the City of Cle Elum build the best possible events for our community. We know how hard you work on your events and want to make sure that you have all the tools you will need to ensure a great event. Please return this application to the City of Cle Elum City Hall at 119 W First Street.

ADDITIONAL CONTACT INFORMATION:

Kittitas County Public Health Department (509) 962-7515
Kittitas County Chamber of Commerce (promotion) (509) 925-2002
Northern Kittitas County Tribune (newspaper) (509) 674-2511
Washington State Liquor Control Board (206) 764-4020

TYPE OF EVENT

Will your Event have OVER 50 Attendees? No ☐ Yes ☒ If yes, continue to "Major Event".

"Minor Event" (50 and Under)

Will you need any Street Closures? No ☐ Yes ☒ If yes, fill out Full Application.

Will you be putting up any Tents? No ☐ Yes ☒ If yes, fill out Full Application.

Will there be Alcohol served or available? No ☒ Yes ☐ If yes, fill out Full Application.

Do you plan on playing Music at the event? No ☐ Yes ☒ If yes, fill out Full Application.

Will you need to exceed the Noise Ordinance? No ☒ Yes ☐ If yes, fill out Full Application.

See Cle Elum Municipal Code Section 8.12

Will you be cooking on site? No ☒ Yes ☐ If yes, Contact the Cle Elum Fire Department.

Cle Elum Fire Department (509) 674-1748 or (509) 656-4062

Fire Chief Comments: _____

Approved: No ☐ Yes ☐

NOTE: During a burn ban you are NOT allowed to use pellets or briquettes.

"Major Event" (Over 50)

Will you need any Street Closures? No ☐ Yes ☒

Will this event require any Traffic Control Devices or Personnel? No ☐ Yes ☒

Will you be putting up any Tents? No ☐ Yes ☒

Will there be Alcohol served or available? No ☒ Yes ☐

Do you plan on playing Music at the event? No ☐ Yes ☒

Will you need to exceed the Noise Ordinance? No ☒ Yes ☐

See Cle Elum Municipal Code Section 8.12

Will you be cooking on site? No ☒ Yes ☐

ALL "Major Events" must complete the Full Permit Application.

EVENT 'FULL PERMIT APPLICATION'

***NOTE:** This 'Full Permit Application' requires City approval. A meeting between the event coordinator and all department heads may be required. Please plan accordingly with as much advance notice as possible.

RETURN TO: Cle Elum City Hall
119 W First St Office (509) 674-2262
Cle Elum, WA 98922 Fax (509) 674-4097

This permit application must be completed, signed, and returned to Cle Elum City Hall along with all pertinent insurance information and diagrams.

Any misrepresentation in this permit application or deviation from the final agreed upon route and /or method of operation described herein, may result in the immediate revocation of the permit.

EVENT DESCRIPTION: Required.

Please attach additional sheets with a COMPLETE description of what the event will be.

Event Name Pioneer Day - Dock Diving Dogs

Event date(s): July 5 - July 7, 2024 Day(s) of the Week Thursday - Sunday

Time: 9AM - 5PM

Event location: Wye Park, grassy area

Facilities to be used (check): Park ☒ Street ☐ Sidewalk ☐ Private Property ☐

Set-up: Date July 4, 2024 Time 9:00AM am / pm

Take-Down: Date July 7, 2024 Time 6:00PM am / pm

Purpose of Event: This is a sub-event of Pioneer Day promoting family engagement and tourism

Event Crowd Size:

Participants 200 Spectators 500 Volunteers/Personnel 10

Has Event been produced previously? No ☐ Yes ☒

If yes, what were the dates? Pioneer Day 2022, 2023

Any change from previous years? No ☐ Yes ☒ If yes, please list changes on separate sheet. *- 1x day*

Please attach a separate sheet listing the schedule and location of events as well as a site map. Site map shall include items such as the location of garbage receptacles, portable bathroom facility, stage, seating, vendors, street closures, etc.

- 3 day rather than 2 day event.

APPLICANT INFORMATION:Organization Name: Cle Elum Downtown AssociationMailing Address: Street PO Box 106City Cle Elum State WA Zip: 98922Applicant's Name: Jordan Peterson Title: Executive DirectorContact Information: Daytime Phone 509-433-7330Cell Phone 425-765-5719

Fax _____

E-mail jordan@cleelumdowntown.orgContact Person During Event: Name Jordan Peterson - Dock DivingDaytime Phone 509-433-7330Cell Phone 425-765-5719

Fax _____

E-mail jordan@cleelumdowntown.org**FEES AND PROCEEDS:**Will you charge an admission fee? No ☒ Yes ☐ If yes, how much? _____Will alcohol be served or available? No ☒ Yes ☐Will alcohol be sold? No ☒ Yes ☐***Applicant is responsible for obtaining all required permits from the State of Washington regarding alcohol and must abide by these state and local requirements.****ENTERTAINMENT AND PROMOTIONS:**Sound system: Acoustic ☐ Amplified ☒Describe Entertainment: Announcer for the competition (same as last year)Will there be vendors? No ☒ Yes ☐ If yes, each vendor must fill out the Vendor License Application available at City Hall or approved alternate.

Check type of promotion you plan to use to attract participants:

TV ☐ Radio ☒ Paper ☒ Flyers ☒ Posters ☒ Other ☐ Specify Social Media

STREET CLOSURES:

Is this event going to require any street closures? No ☐ Yes ☒

If Yes, please list streets requested to be closed and attach map, highlighting streets.

List Street(s) East Railroad (at grassy area of Wye Park)

INSURANCE INFORMATION:

☒ A Certificate of Liability Insurance MUST be attached to this Event Application. "City of Cle Elum" at 119 W First St., Cle Elum, WA 98922 must be named as "Additional Insured" to all coverage.

TRAFFIC CONTROL AND SECURITY:

Some activities may require traffic control and security. Please attach a separate sheet of paper detailed how your organization will deal with these issues. ☐ See Attached Pages

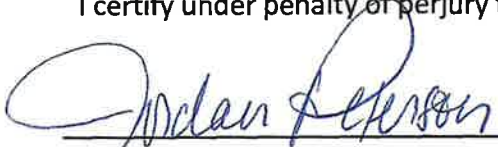
HOLD HARMLESS AGREEMENT(S):

Hold Harmless Agreement attached: ☒ MUST accompany this Event Permit Application
Parade Hold Harmless Agreement: ☐ *Not included in this application; Each Parade Entrant must sign and return to the event coordinator. The event coordinator is responsible for retaining all agreements.

CITY DEPARTMENT COMMENT PAGE:

☐ The following page lists the city departments that will need to be contacted. It is the responsibility of the event planner / applicant to take this form to each department for comments.

I certify under penalty of perjury that the information above is correct to my best knowledge.



Applicant's Signature

Jordan Peterson

Applicant's Printed Name

3/25/2024

Date

Executive Director

Title



HOLD HARMLESS AGREEMENT

This Agreement made this 25 day of March, 2024, between the City of
Cle Elum, referred to as "CITY" herein, and Cle Elum Downtown Association at,
PO Box 106, Cle Elum, WA, 98922 referred to as "USER" herein.
Mailing Address City State Zip

For the good and valuable consideration, receipt of which is acknowledged, is hereby agreed:

SECTION I

USER undertakes to indemnify CITY from any liability, loss or damage USER may suffer as a result of claims, demands, costs, or judgments against it arising out of the acts, failure to act, or activities that USER conducts under the CITY'S license or permit whether liability, loss or damage is caused by, or arises out of the negligence of USER or its officers, agents, employees or otherwise.

SECTION II

This Agreement shall commence on the date that the CITY issues its license or permit to USER and shall continue in full force until the permit and license expire. Renewal of the permit and/or associated license(s), if any, automatically renews this Agreement. The duty to indemnify the CITY for claims, demands, costs or judgments against it that arise during the Agreement survives the expiration of the Agreement.

SECTION III

CITY agrees to notify USER in writing, within 30 days, by certified mail, at USER'S address as stated in this Agreement, of any claim made against CITY on the obligations indemnified against.

SECTION IV

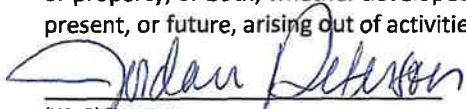
USER agrees to defend against any claims brought or actions filed against CITY with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject indemnity herein, USER agrees the CITY may employ an attorney of its own selection to appear and defend the claim or action on behalf of CITY, at the expense of USER. CITY, at its option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromiser or settlement of any claims or actions against CITY.

SECTION V

Vouchers or other similar, property evidence showing payment by CITY of any loss, damage, or in expense covered under this Agreement shall be conclusive evidence, (except fraud) against USER as to fact and amount of USER'S liability hereunder.

SECTION VI

USER convents that it shall not institute any action or suit at law or in equity against CITY, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand action, or cause of action for damages, costs, loss of services, expenses, or compensation for any damage for any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or is result, known or unknown, past, present, or future, arising out of activities that USER conducts under a license/permit issued to USER by CITY.


'USER' Signature

Jordan Peterson
Print Name

Executive Director
Title

RETURN THIS FORM WITH ALL PERTINENT INFORMATION TO CLE ELUM CITY HALL.
YOU WILL BE REQUIRED TO MEET WITH DEPARTMENT HEADS.

CLE ELUM POLICE DEPARTMENT (509) 674-2991

Police Chiefs Conditions: _____

Approved: No ☐ Yes ☐ (with above conditions) (Attach separate sheet if necessary)

Police Signature: _____

PUBLIC WORKS DEPARTMENT (509) 674-2262 Ext. 106

Public Works Conditions: _____

Approved: No ☐ Yes ☐ (with above conditions) (Attach separate sheet if necessary)

Public Works Signature: _____

CLE ELUM FIRE DEPARTMENT (509) 674-1748

Fire Chiefs Conditions: _____

Approved: No ☐ Yes ☐ (with above conditions) (Attach separate sheet, if necessary)

Fire Department Signature: _____

CITY COUNCIL REPRESENTATIVE (509) 674-2473

City Council Representative's Conditions: _____

Approved: No ☐ Yes ☐ (with above conditions) (Attach separate sheet, if necessary)

City Council Signature: _____

CITY ADMINISTRATION (509) 674-2262

Administrator Approval: _____ Date: _____



March 25, 2024

City of Cle Elum Event Application

RE: Pioneer Days 2024

Please see below for supporting documentation regarding the Cle Elum Downtown Association hosted events taking place during the annual Pioneer Days celebration.

Portable Toilets and Handwashing Stations

We are contracting to have portable toilets with accompanying handwashing stations staged throughout the Pioneer Days celebration on July 6, 2024.

Portapotties

	Potty	Handwashing Station	
6-Jul	4	2	100 N Harris (Mid way down, before alley, beside old Maverick Store)
6-Jul	2	1	106 E 1st St (Otto's Auto)
6-Jul	2	2	Pioneer Park (need to confirm)
4-Jul – 7-Jul	4	2	Wye Park - gravel area across from park

*Contracting to have public restrooms serviced as well (as in year's prior)

Bottled Water

To further promote community and an overall cohesive event, we are bringing back the canned water promotion (in partnership with Dru Bru), to hand out for FREE during the Pioneer Day event. We would like to distribute a minimum of (2) cases to each open business, to hand out. Due to the overwhelming positive response last year, we will be doubling the order this year and sizing down to a standard 12oz.

Garbage Crew

Due to positive feedback from last year, we will have a Garbage Sponsor again this year for Pioneer Day. The individuals that we hire will be walking around throughout the day, picking up and monitoring garbage. This is a crew of 2-4 – we are having them focus on the 1st Street corridor (specifically post-parade); however, we are letting the other events know that they are still responsible for picking-up after themselves and encouraging that they do something similar in their respective areas.

If you have any questions, please feel free to reach out to me.

Sincerely,



March 25, 2024

City of Cle Elum Event Application

RE: Pioneer Day 2024 – Dock Diving Dogs

Please see below for supporting documentation regarding the Cle Elum Downtown Association hosted events taking place during the annual Pioneer Day celebration.

Name of Event: Dock Diving Dogs

Set-up: July 4, 2024, 9:00AM

Date/Time: July 5-6, 2024, 9:00AM - 5:00PM & July 7, 2024 9:00AM -12:00PM

Tear-Down: July 7, 2023, 12:00PM – 6:00PM

Location(s): Wye Park, grassy area

This is a returning sub-event of Pioneer Days. We have contracted with North America Diving Dogs (NADD), for a third year to bring a new element of fun and energy to the Pioneer Days celebration. This is a 3-day event, with set-up taking place the day before (around 9AM) and tearing down the day after the event, beginning no later than 12PM.

This event brings in competitors and followers (of NADD) from all over the western United States. We would like to set the pool up in the same location as last year and will purchase the water to fill the pool. Once the competition is over, we would like to donate the water back to the City of Cle Elum (if they would like) to use in critical fire hazard areas.

NADD competitors are responsible for picking up after themselves, and their animals. We will have 2-4 portable toilets, and 1-2 washing stations available at Wye Park for competitors and spectators. NADD will be playing age-appropriate music, from a portable speaker system (as they did last year) and will be setting up canopies for competitors.

Jennie Graham of Stroll Magazine and NW Roots Construction will be submitting an event application for a small market. She will be the point of contact for anything market-related.

If you have any questions, please feel free to reach out to me.

Sincerely,

218 E. First St. Cle Elum, WA 98922 • (509) 433-7330 • CleElumDowntown.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2024

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	CONTACT NAME: Jerry Lael
Gerald M. Lael	PHONE (A/C, No. Ext): 509-962-8800
Lael Insurance and Financial Services	FAX (A/C, No): 509-962-8801
2301 W. Dolarway Rd Ste 5	E-MAIL ADDRESS: glael@farmersagent.com
Ellensburg, Wa. 98926	INSURER(S) AFFORDING COVERAGE
	INSURER A: Mount Vernon Fire Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR	Y Y	NBP2552870E	08/08/2023	08/08/2024	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 \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☒ PRO-JECT ☐ LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DSD	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder as additional insured 07/04/2024 to 07/07/2024 Dock Diving Dogs

CERTIFICATE HOLDER

CANCELLATION

City of Cle Elum 119 W 1st St Cle Elum, WA. 98922	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

© 1988-2015 ACORD CORPORATION. All rights reserved.

New Equipment Rental Agreement

Attached is a new Rental Agreement for the trailer stage. We worked with our WA Insurance company to create this new form to allow us to rent to local events. Please review and make any necessary changes.



ete &&em
119 West First Street
Cle Elum, WA 98922



Phone: (509) 674-2262
Fax: (509) 674-4097
www.cityofcleelum.com

CITY OF CLE ELUM EQUIPMENT RENTAL AGREEMENT

(Trailer Stage)

I, the undersigned, certify that I am at least 21 years old and do hereby acknowledge that I have agreed to rent from the City of Cle Elum equipment.

described as License No.68179D. from ____ to____ , rental payment of \$100.00 per event.

I hereby acknowledge that the City does not guarantee the condition of this above-described equipment in any fashion and that no warranty of any kind has been or is being made by the City regarding this equipment. The equipment is used (not new) and the city does not certify that it has not been modified or altered from its original design. The City does not certify or warrant that this equipment is safe or fit for any particular use and I rely wholly upon my own observations and inspection of the equipment in determining its safe or unsafe condition. I recognize and acknowledge that the above-described equipment is being rented to me by the City in an "as-is, where-is" condition, without warranty as to its working condition, fitness for any particular purpose or safety and that any verbal representations to the contrary are invalidated by this document.

Any cost associated with using City of Cle Elum equipment will be borne by me, at my expense, I am responsible transporting, any assembly required and am responsible for any damage that occurs to equipment while in my care.

I certify that I have the skills to operate the rented equipment and that I will wear personal protective equipment when recommended or required by the manufacturer or distributor. I will abide by all manufacturer's warnings and instructions for safe operation.

I agree to provide a certificate of liability insurance with a minimum amount of \$1,000,000 per occurrence limit and an additional insured endorsement naming the city as an additional insured.

I agree to sign attached Hold Harmless Agreement Attached.

Furthermore, in consideration of the City of Cle Elum agreement to rent this equipment to me, I, on behalf of myself, my heirs, assigns and personal representatives, waive and release any and all rights and causes of action for damages or injury which I may have or which may accrue to me hereafter, whether now known or unknown, against the City, its employees, officials, officers and agents for any and all loss, damage or injury or claim or legal action thereof on account of any injury or death to me or my property arising out of or in connection with the use of the equipment described herein. I further agree to hold harmless, defend and indemnify the City, its employees, officials, officers, agents, and volunteers from all claims of liability for injury or damage suffered by third parties or entities arising out of my use of the equipment described herein.

I HAVE FULLY READ THE ABOVE DOCUMENT, UNDERSTAND ITS CONTENTS FULLY AND AGREE TO ITS TERMS AND CONDITIONS ENTIRELY.

(Signature)

(Printed Name)

Contact



HOLD HARMLESS AGREEMENT

This Agreement made this _____ day of _____, _____, between the City of
Cle Elum, referred to as "CITY" herein, and _____ at,

_____, _____, _____, _____
Mailing Address City State Zip Name referred to as "USER" herein.

For the good and valuable consideration, receipt of which is acknowledged, is hereby agreed:

SECTION I

USER undertakes to indemnify CITY from any liability, loss or damage USER may suffer as a result of claims, demands, costs, or judgments against it arising out of the acts, failure to act, or activities that USER conducts under the CITY'S license or permit whether liability, loss or damage is caused by, or arises out of the negligence of USER or its officers, agents, employees or otherwise.

SECTION II

This Agreement shall commence on the date that the CITY issues its license or permit to USER and shall continue in full force until the permit and license expire. Renewal of the permit and/or associated license(s), if any, automatically renews this Agreement. The duty to indemnify the CITY for claims, demands, costs or judgments against it that arise during the Agreement survives the expiration of the Agreement.

SECTION III

CITY agrees to notify USER in writing, within 30 days, by certified mail, at USER'S address as stated in this Agreement, of any claim made against CITY on the obligations indemnified against.

SECTION IV

USER agrees to defend against any claims brought or actions filed against CITY with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject indemnity herein, USER agrees the CITY may employ an attorney of its own selection to appear and defend the claim or action on behalf of CITY, at the expense of USER. CITY, at its option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromiser or settlement of any claims or actions against CITY.

SECTION V

Vouchers or other similar, property evidence showing payment by CITY of any loss, damage, or in expense covered under this Agreement shall be conclusive evidence, (except fraud) against USER as to fact and amount of USER'S liability hereunder.

SECTION VI

USER consents that it shall not institute any action or suit at law or in equity against CITY, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand action, or cause of action for damages, costs, loss of services, expenses, or compensation for any damage for any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or is result, known or unknown, past, present, or future, arising out of activities that USER conducts under a license/permit issued to USER by CITY.

'USER' Signature

Print Name

Title



SPECIAL EVENT & PARADE PERMIT APPLICATION

This application form must be completed to begin your Special Event Permit process. Please use the City's Special Event & Parade Guidelines document to help guide you through this application process. This application must be turned in no later than 45 calendar days before the event. Please be as detailed as possible when answering these questions and provide any attachments you feel necessary to help with the special event process.

SPECIAL EVENT PERMIT FEE:

\$50 permit fee

\$100 late fee if turned in less than three weeks in advance for the event (late application filing must be approved by the Planning Division), in addition to the \$50 permit fee

The fee must accompany submittal of your application and is non-refundable in case of event cancellation.

EVENT ORGANIZER CONTACT INFORMATION:

- a) Contact Name: _____
- b) Organization Name: _____
- c) Organization Address: _____ Postal Code: _____
- d) Phone: (Day) _____ (Home) _____
(Cell) _____
- e) Email Address: _____
- f) Event & Organization Website: _____
- g) Organization Type:
☐ Non-Profit 501(c)(3) – Tax ID #: _____ ☐ Individual ☐ Corporation
☐ Sole Proprietor ☐ Other: _____
- h) Public Liaison Person: _____ Phone: _____
- i) On-Site Liaison Person: _____ Phone(Cell): _____

SPECIAL EVENT DETAILS:

a) Event Name: _____

b) Type of Event: ☐ March or Rally ☐ Parade ☐ Run or Walk ☐ Fair ☐ Concert
☐ Other (specify): _____

c) Brief Description: _____

d) Event Beneficiaries: _____

e) Event History. Is this a new event? ☐ Yes ☐ No

For new events, a meeting with the Community Development Specialist shall be held at least 6 months prior to the event. If this a recurring event that has happened in previous years, a meeting shall be held at least 3 months prior to the event.

Describe any changes to this year's event: _____

f) Event Dates and Times:

SINGLE DAY:**IF EVENT IS MORE THAN ONE DAY, SKIP THIS SECTION AND FILL OUT THE MULTIPLE DAYS SECTION**

Date: _____ Start Time: _____ End Time: _____

Set-up: _____ to _____ Tear Down: _____ to _____

MULTIPLE DAYS:

Day 1	Date:			
	Setup Time:		to	
	Event Time:		to	
	Tear Down Time:		to	
Day 2	Date:			
	Setup Time:		to	
	Event Time:		to	
	Tear Down Time:		to	
Day 3	Date:			
	Setup Time:		to	
	Event Time:		to	
	Tear Down Time:		to	

g) Event Location (describe and check all that apply):

☐ Public Right-of-Way (city street/sidewalk) - if applicable, describe the location on question h.

☐ City Park: _____

If the event will be using Millennium Plaza or any city park, you must also apply for a permit from the Yakima Parks and Recreation Department to use the plaza. You can reach the department at (509) 575-6020 or via email at askparks@yakimawa.gov.

☐ Private property: _____

You may still need a permit for private property if the event will include any of the following, which could impact the public: outdoor concert with or without sound amplification, the sale or use of alcoholic beverages such as a beer garden, the use of a tent over 400 sq ft, or fireworks.

h) Public Right-of-Way.

i. Will there be any full or partial street closures related to your event? ☐ Yes ☐ No

If yes, attach an MUTCD compliant Traffic Control plan.

ii. _____

iii. Will you be blocking any public sidewalks prior to, during, or after the event?

☐ Yes ☐ No

If yes, describe: _____

i) Attendance.

i. This event is: ☐ Open to the Public ☐ Private Event ☐ Ticketed Event

ii. Will there be an admissions charge? ☐ Yes ☐ No

Price: _____

iii. Number of Participants: _____

iv. Number of Spectators: _____

v. For Parades, expected number of vehicles: _____

vi. For Parades, will you have horses and/or animals? ☐ Yes ☐ No ☐ Not Applicable

If so, please describe: _____

j) What are your expected impacts on traffic and plans for managing them? Please be specific:

k) What provisions have been made for parking participants, vendors, organizers, performers?
Please provide a map of the parking you describe herein:

l) What provisions will be made for people with disabilities? (e.g. parking and street access, pathways, washrooms, viewing areas). Please provide a map as appropriate.

m) What staff is involved in producing the event? Please list the number and general job duties of each:

n) Sound.

i. Are amplified entertainment, music and/or speeches included? ☐ Yes ☐ No

ii. If sound will only be provided for a portion of the event, please list the time the sound will be provided: _____

o) Vendors.

- i. Food will be: ☐ Served ☐ Sold ☐ Not Applicable
- ii. Will the event have vendors of any kind? ☐ Yes ☐ No
- iii. If so, how many? ☐ 1 to 5 ☐ 6 to 10 ☐ More than 10 ☐ Not Applicable
- iv. What type of vendors will be present? (select all that apply and describe):

☐ Food Truck: _____

☐ Merchandise: _____

☐ Other: _____

☐ Not Applicable

Selling food or merchandise of any kind requires a City of Yakima Business License from the Code Administration. All vendors selling food must apply for a temporary food establishment permit unless they meet all exemptions as noted on Yakima Health Districts' Food program application and resource page found at: <http://yakimacounty.us/2123/Applications-Resources>. Contact Yakima Health District with questions about your temporary food service license by calling (509) 249-6508 or access the above web page. By signing this document and filling out this section you acknowledge that additional licenses and permits are necessary to sell or provide food, beverages and merchandise at your event.

p) Food Preparation.

- i. Is food prepared on site during this event? ☐ Yes ☐ No
- ii. If so, please be specific as to how food will be prepared:

*If food is being prepared on site, an inspection by the Fire Department will be conducted. A minimum fee of \$100 **per event day** would apply; see [YMC 10.05.015](#) for fee details:
<http://www.codepublishing.com/WA/Yakima/html/Yakima10/Yakima1005.html#10.05.015>.*

By signing this document and filling out this section you acknowledge that additional inspections and costs are necessary to prepare food at your event.

q) Alcohol.

- i. Alcohol will be: ☐ Served ☐ Sold ☐ Not Applicable
- ii. Select all alcohol types that will be sold: ☐ Beer ☐ Wine ☐ Spirits
☐ Not Applicable

iii. How many alcohol vendors?: _____

A Special Liquor License is required if alcohol is being served or sold. By signing this document and filling out this section you acknowledge that additional licenses are necessary to sell or provide alcohol at your event.

r) Temporary Structures (e.g. tents, stages, portable toilets).

i. Will the event have a temporary structure over 400 sq ft? ☐ Yes ☐ No

A tent permit is required for tents in excess of 400 square feet. The application can be downloaded here: <https://www.yakimawa.gov/services/codes/permits/>

i. Provide the type, number, and size of the temporary structures that will be on site:

s) First Aid Provision. What first aid provisions have been identified?

☐ First Aid Kit

☐ First Aid Station – responsible party: _____

☐ Ambulance – responsible party: _____

☐ 911/CPR – responsible party information: _____

☐ None

t) Safety. What safety risks have been identified and how will they be addressed?

u) Security. What risks for crowd management and site security have been identified and how will they be addressed? If hiring an outside security service, please indicate the number of security officers that will be present at the event: _____

v) Waste Management.

i) Solid Waste

(1) Explain what waste or litter will be generated : _____

(2) List the quantity and size of the trash and recycling receptacles that will be provided: _____

Contact the city's Refuse Division to request garbage receptacles for your event at least three weeks in advance of your event date – (509) 575-6005. Information on recycling can be found online here: <https://www.yakimacounty.us/645/Event-Recycling>

(3) How often will the trash and recycling bins be emptied throughout the event?

ii) Liquid Waste – Portable toilets should be provided for attendees or public restrooms made available. Yakima Health Districts recommends 1 portable toilet per 50 people for all day events.

(1) Will your event have portable toilets? ☐ Yes ☐ No

(2) If so, how many: _____

iii) Potable Water – what access to water will be provided?

☐ Access to Municipal Water ☐ Bottled Water ☐ None

If no municipal water is available, Yakima Health District recommends you provide handwashing stations and bottled water.

EVENT SITE PLAN CHECKLIST

A site plan is required for each location used for the event. This plan should be **clearly presented** and include the date it was prepared (any revised plans must include the date). The site plan should include the following as applicable, and any other details you think are helpful:

☐ NORTH, indicated by a directional arrow symbol

☐ Street names

☐ Street closure points

- ☐ Emergency vehicle access/fire lane (must indicate width of 20-foot minimum along entire length of street closure)
- ☐ Parking areas
- ☐ Garbage and recycling areas
- ☐ Permanent and Temporary structures on site/to be placed on site, including but not limited to: vendor booths, cooking areas, first aid stations, fencing, gates, cables, sound systems, canopies/tents, stages, waste collection bins/stations, portable toilets, etc.
- ☐ For parades/processions/marches: route with directional arrows, starting point and finishing point, staging area, assembly area, and dispersal area
- ☐ For runs/races/walks/other athletic events: starting line, finish line, route with directional arrows, street closure points and barricades, water stations or other stopping points along the route
- ☐ For beer garden or other enclosed area – fencing/barriers (including dimensions) and entrance and exit points

CITY SERVICES

The City of Yakima provides services to assist in the production of special events within City limits.

A for-profit event will pay 100% of the City of Yakima Services associated with the event and a licensed non-profit will pay 50% of the City of Yakima Services. Other fees may apply based on the event's request.

Describe any of the following support you expect to require and/or request:

- a) Police: _____

- b) Fire: _____

- c) Streets / Traffic Control: _____

- d) Access to Water or Power: _____

- e) Other: _____

ADDITIONAL QUESTIONS

1. Insurance is required pursuant to Yakima Municipal Code 9.70.160. Have you attached your liability insurance with Endorsement? **Insurance must be submitted 30 days prior to your event date for your event to be considered.**

☐ Yes ☐ No

INSURANCE REQUIREMENTS (Per YMC 9.70.160):

- A. Commercial General Liability (Occurrence Form). One million dollars per occurrence/two million dollars aggregate combined single limit liability for bodily injury and property damage. If other than the standard CG 00 01 form is used, such as a special events policy, the policy shall be furnished to the city attorney for review and may be rejected based upon the specified policy exclusions. If animals are included in the event, no animal exclusion will be allowed or approved. The policy shall not contain a separate assault and battery exclusion. The policy shall not exclude coverage for participants in the event.
 - B. If sponsor owned or rented vehicles are involved in the event: automobile liability at one million dollars per occurrence combined single limit bodily injury and property damage. This includes coverage for any owned, hired or non-owned vehicles. If the sponsor of the event does not own the vehicles that will be used in the event, then only hired and non-owned auto liability may be required, which can be included on the commercial general liability policy.
 - C. If liquor is served at the event: liquor liability coverage shall be required at a one-million-dollar liability limit. If there is no charge for the liquor being served and the policy provides host liquor liability coverage, then this requirement may be waived with the economic development manager's approval.
 - D. The applicant shall provide a certificate of insurance as proof of the insurance required above that clearly states who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of the permit. The certificate of liability insurance policy shall name the city of Yakima, its elected officials, officers, agents, employees and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel the insurance without first giving the city prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the state of Washington, or an A-VII rated approved surplus lines carrier. If the city is damaged by the failure of the applicant to maintain the above insurance or to notify the city, then the applicant shall bear all costs attributable thereto. An expiration, cancellation, or revocation of the insurance policy or withdrawal of the insurer from the insurance policy automatically suspends the permit issued to the applicant until a new insurance policy or reinstatement notice has been filed and approved as provided in this section.
2. Are you prepared to provide notification to effected businesses and/or residents along the route in the way prescribed in Section F of the special event/parade guidelines?

☐ Yes ☐ No
 3. Are you aware that a security deposit may be required for events based on the type of event, its estimated attendance and other factors and your event's date will not be confirmed until

the City receives the security deposit?

☐ Yes ☐ No

4. Have you attached your site plan?

☐ Yes ☐ No

Please mail your completed application form to:

City of Yakima
129 North 2nd Street
Yakima, Washington 98901

Or you may submit your completed application to the Code Administration front counter on the 2nd floor of City Hall (129 North 2nd Street, Yakima, WA 98901).

The applicant agrees to the conditions that have been specified in this application, to the conditions of any required supporting permits, and to changes made by the Planning Division necessary to approve the final special event permit. If the applicant does not agree with the terms specified in the permit, they will notify the Planning Division within 48 hours after receiving the permit.

Any permit issued pursuant to this application is subject to City review up to the time of the event. In the event the City finds that there are conditions that were not outlined by the applicant in this application, the event may be subject to additional requirements, or subject to closure.

Please note that the City of Yakima is subject to the provisions of the Public Records Act, Chapter 42.56 RCW, and that this application and the information contained therein are subject to the disclosure provisions of such Act.

On behalf of the applicant organization, I/we acknowledge that I/we have read and understood the conditions in the Special Event Application Guidelines and Chapter 9.70 YMC and agree to comply with them, including but not limited to the provisions of YMC 9.70.160 setting forth requirements for insurance and duties to defend, indemnify and hold the City of Yakima harmless.

Signature: _____ Date: _____

Printed Name: _____