

Lodging Tax & Events Committee

Agenda

October 14, 2024

8:30 AM



119 W FIRST STREET
CLE ELUM, WA 98922

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

LODGING TAX & EVENTS
COMMITTEE

STEVEN COOK - CHAIR
STEVEN HARPER
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/Pledge of Allegiance**
2. **Unfinished Business**
 - a. Update Event Application - Bathroom verbiage, noise ordinance, etc.
3. **New Business**
 - a. Approve the Minutes for the Lodging Tax & Events Committee Meeting Dated September 9, 2024
4. **Other Committee Comments**
5. **Adjourn**

Upcoming Meetings:

Lodging Tax & Events Committee Meeting: November 12, 2024 @ 8:30 a.m.

Regular Council Meeting: October 22, 2024 @ 6:00 p.m.

Planning Commission Meeting: October 15, 2024 @ 6:00 p.m.

General Government Committee Meeting: October 23, 2024 @ 8:30 a.m.

Public Safety & Health Committee Meeting: October 15, 2024 @ 1:00 p.m.

Public Works & Community Development Committee Meeting: November 7, 2024 @ 12:00 p.m.

Coal Mines Trail Commission Meeting: November 4, 2024 @ 6:00 p.m.

Historical Preservation Commission Meeting: November 19, 2024 @ 3:00 p.m.

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: _____

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 _____

Event date(s): _____ Day(s) of the Week _____

Time: _____

Event location: _____

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

Set-up: Date _____ Time _____ am / pm

Take-Down: Date _____ Time _____ am / pm

Purpose of Event: _____

Event Crowd Size:

Participants _____ Spectators _____ Volunteers/Personnel _____

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.

APPLICANT INFORMATION:

Organization Name: _____

Mailing Address: Street _____

City _____ State _____ Zip: _____

Applicant's Name: _____ Title: _____

Contact Information: Daytime Phone _____

Cell Phone _____

Fax _____

E-mail _____

Contact Person *During Event*: Name _____

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 _____

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

Date

Applicant's Printed Name

Title



HOLD HARMLESS AGREEMENT

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

_____, _____, _____, _____ 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

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:** _____

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



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EVENT PERMIT APPLICATION

NAME OF EVENT: _____

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

APPLICANT INFORMATION:

Name (Full):			Title:		
Sponsoring Organization:					
Mailing Address:					
Street/ PO Box:					
City:		State:		ZIP:	
Contact Information:					
Daytime Telephone:	+1()		Mobile Telephone:	+1()	
Fax:	+1()		Email:		
Contact Person During Event:					
Name (Full):			Title:		
Daytime Telephone:	+1()		Mobile Telephone:	+1()	
Fax:	+1()		Email:		

APPLICANT CHECKLIST

Event organizers must submit the following materials for a complete application. Incomplete applications will not be forwarded to the Lodging Tax and Events Committee for review.

- ☐ Event Permit Application
- ☐ Signed and dated Hold Harmless Agreement
 - ☐ For parades, each parade entrant must sign and submit the Hold Harmless Agreement to the event organizer. The event organizer is responsible for retaining these agreements.
- ☐ Supplemental pages with a complete and detailed description of the event, including a schedule and location of event(s).
 - ☐ If serving alcohol, measures taken to comply with State regulations must be addressed in detail: https://lcb.wa.gov/licensing/outdoor_alcohol_service
- ☐ Site map, including items such as the location of garbage receptacles, portable bathroom facility/-ies, stage, seating, vendors, street closures, etc.
 - ☐ If serving alcohol, venue and measures taken to comply with State regulations must be highlighted in detail
- ☐ As applicable, list of vendor names and contact details
 - ☐ All vendors must have or obtain a business license from the City of Cle Elum: <https://cleelum.gov/forms-and-applications/business-licenses/>
- ☐ Certificate of Liability Insurance
 - ☐ "City of Cle Elum" at 119 W First St., Cle Elum, WA 98922 must be named as "Additional Insured" to all coverage
 - ☐ As applicable, coverage for alcohol service must be specified
 - ☐ As applicable, coverage for injury by animals must be specified
- ☐ Cle Elum Fire Department-approved Fire and Life Plan (template attached)
- ☐ If requesting street closures, written agreement from ~~X~~ of adjacent residents and/or business owners.
- ☐ If serving alcohol, WA Liquor and Cannabis Control Board Banquet Permit or other applicable alcohol service license

Commented [SC1]: Which proportion?

Commented [SC2R1]: Yakima is 75%.

EVENT DESCRIPTION:

*NOTE: Please attach additional sheets with a **complete** and **detailed** description of the event.*

Event Name:			
Purpose of Event:			
Event Type:	☐ Minor (≤ 50 Attendees)	☐ Major (> 50 Attendees)	
Event Start Date:			
Event End Date:			
Day(s) of the Week:	☐ SUN ☐ MON ☐ TUE ☐ WED ☐ THU ☐ FRI ☐ SAT		
Event Start Time:		Event End Time:	
Date of Set Up:		Time of Set Up:	
Date of Take Down:		Time of Take Down:	
Location:		Other:	
Facilities to be Used: (Check all that Apply)	☐ Park ☐ Street ☐ Sidewalk ☐ Private Property		
Expected Crowd Size:			
Participants:		Spectators:	
Event Personnel & Volunteers:			
Previous Occurrences:			
Has the event occurred previously?	☐ No ☐ Yes	If yes, on which date(s)?	
Change(s) from previous year?	☐ None	☐ See Explanation Attached	
Will you charge an admission fee?	☐ No ☐ Yes	If yes, how much?	

STREET CLOSURES:

Will your event require any street closures?	☐ No Skip to next section.	☐ Yes Continue below.
Street(s):		Section(s):
Method(s) of Closure:		
Neighbor Approval:	☐ I have attached written agreement from the adjacent residents and/or business owners.	
Traffic Control:	☐ Event organizers must contract approved/certified (?) traffic control services.	

RIGHT OF WAY (SIDEWALK) USE:

Will you require use of a city sidewalk during your event?	☐ No Skip to next section.	☐ Yes Continue below.
Description of Proposed Use:		
Method(s) of Closure:		
Traffic Control Use Permit Required:	☐ Event organizers must contract approved/certified (?) traffic control services I acknowledge that I separately must request and receive approval of a Sidewalk Use Permit, the application for which is available at https://cleelum.gov/forms-and-applications/ .	

TENTS:

Will tents be erected?	☐ No Skip to next section.	☐ Yes Continue below.
Description of Planned Cooking:	Purpose:	
CEFD Requirements:	☐ Completed Cle Elum Fire Department Special Permit attached.	

Commented [SC3]: Not sure this needs to be submitted with the application. Perhaps wording should change.

Commented [SC4R3]: A Cle Elum Fire Department Special Permit (attached), including inspection, will need to be completed and filed prior to the event. Contact CEFD to schedule.

COOKING:

Will there be on-site cooking?	☐ No Skip to next section.	☐ Yes Continue below.
Number of Tents Anticipated:		Purpose:
Acceptable Fuels:	☐ I acknowledged that briquettes and pellets are prohibited during burn bans.	
CEFD Requirements:	☐ Completed Cle Elum Fire Department Special Permit attached.	

Commented [SC5]: Not sure this needs to be submitted with the application. Perhaps wording should change.

Commented [SC6R5]: A Cle Elum Fire Department Special Permit (attached), including inspection, will need to be completed and filed prior to the event. Contact CEFD to schedule.

ALCOHOL SERVICE:

Will alcohol be served?	☐ No Skip to next section.	☐ Yes Continue below.
Will alcohol be sold?	☐ No	☐ Yes
Regulatory Compliance:	☐ I acknowledge Alcohol service must comply with requirements described in <u>WAC 314-03-200, including (but not necessarily limited to):</u> - o <u>Barriers around service area of minimum 42 inches (3.5 feet) in height;</u> - o <u>Entry/exit points to service area may not exceed 10 feet in combined total;</u> - o <u>Controlled and monitored entry to service area and dedicated attendant, wait staff or server when patrons present;</u> - o <u>No open containers permitted to leave service area.</u>	
Banquet Permit:	☐ Approved <u>WA State Liquor and Cannabis Control Board Banquet Permit</u> attached.	

ENTERTAINMENT:

<u>Describe Planned Entertainment:</u>	☐ None		
<u>Sound system?</u>	☐ Acoustic		☐ Amplified
<u>Music/Sound Start Time:</u>		<u>Music/Sound End Time:</u>	
<u>Statutory Limitations:</u>	☐ I acknowledge I have read and understood CEMC 8.05 and the limitations it imposes on noise. Generally, noise occurring between the hours of 10:00 PM to 7:00 AM and emanating more than 50 feet beyond the property line, or more than 100 feet from the property line at any other time of day, is prohibited unless granted an exception by the City.		
<u>Will you require an exception to the noise ordinance?</u>	☐ No Skip to next section.		☐ Yes Continue below.
<u>Request Submission:</u>	☐ I acknowledge that, per CEMC 8.05, a formal request must be submitted to the City Administrator no later than 30 days prior to my event.		
<u>Will there be vendors?</u>	☐ No	☐ I understand that each vender must fill out a Vender License Application, available at City Hall, or approved alternate.	

RISK AND LIABILITY MANAGEMENT:

<u>Liability Insurance:</u>	☐ I have attached a current, valid Certificate of Liability Insurance naming "City of Cle Elum", at 119 W First St., Cle Elum, WA 98922, "Additional Insured" to all coverages.
<u>Additional Animal Liability Coverage:</u>	☐ I have attached proof of specific additional coverage for animal liability. ☐ My event does not involve animals.
<u>Additional Coverage for Alcohol Service:</u>	☐ I have attached proof of specific additional coverage for alcohol service. ☐ My event does not involve alcohol service.
<u>Hold Harmless Agreement:</u>	☐ I have attached a complete, signed Hold Harmless Agreement.
<u>Hold Harmless Agreement – Parade Entrants:</u>	☐ I understand that it is my responsibility to obtain and retain signed Hold Harmless Agreements from each parade entrant. ☐ My event does not include a parade.
<u>Traffic Control and Security</u>	☐ I understand that it is my or my organization's responsibility to arrange for necessary traffic control and security; my attached program description includes detailed information on these measures.

SANITATION:

Portable Toilet Facilities:	☐ I understand that it is my or my organization's responsibility to provide and maintain portable toilet facilities for my event. These are identified in the attached site map and program description. ☐ Required ratio: 1 toilet per 50 people per 4 hours.
Trash Collection and Disposal:	☐ I understand that it is my or my organization's responsibility to provide and maintain trash receptacles for my event. These are identified in the attached site map and program description.
Post-Event Cleanup:	☐ I understand that post-event cleanup is my or my organization's responsibility. I further understand that, should any City resources—including personnel time—be required to clean up after my event, the City may elect to bill for said resources.

PROMOTION:

Planned Method(s) of Promotion:	☐ TV ☐ Radio ☐ Newspaper ☐ Flyers ☐ Posters ☐ Mailers ☐ Social Media ☐ Other (see below)	
Do you plan to promote beyond a 50-mile radius?	☐ No	☐ Yes (see below)
Lodging Tax Application:	Events targeting attendees from beyond a 50-mile radius may be eligible for financial support—on a reimbursement basis—from Lodging Tax funds. A separate application must be submitted prior to your event; after-the-fact applications will not be accepted. We encourage you to explore this option: https://cleelum.gov/forms-and-applications/ .	

CITY DEPARTMENT COMMENT PAGE:

☐ It is the responsibility of the event organizer/applicant to contact from the City departments listed on the following page and obtain comment on their event. The completed form must be submitted with the other application materials. City Council comments will be made after formal review and decision and, thus, are not required at the time of submission.

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.

3

TRAFFIC CONTROL AND SECURITY:

Some activities may require traffic control and security. Please attach a sepal certify under penalty of perjury that the information above is correct to my best knowledge.

☐

Applicant's Signature _____ Date _____

Applicant's Printed Name _____ Title _____

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: _____

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

Approved: No ☐ Yes ☐

"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 _____? No _____ Yes _____

Will there be Alcohol served or available? No _____ Yes _____ Will 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.

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 _____

Event date(s): _____ Day(s) of the Week _____

Time: _____

Event location: _____

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

Set up: _____ Date _____ Time _____ am / pm Take Down: _____
Date _____ Time _____ am / pm

Purpose of Event: _____

Event Crowd Size:

Participants _____ Spectators _____ Volunteers/Personnel _____

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.

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 _____

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 _____ Date

Applicant's Printed 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:



HOLD HARMLESS AGREEMENT

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

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

SECTION I

USER undertakes to **indemnify and hold harmless** CITY from any liability, loss, or damage **that the** USER may suffer as a result of **any claims, demands, costs, or judgments against the CITY** arising out of the acts, **omissions**, or activities that the USER conducts under the CITY'S license or permit, whether such liability, loss, or damage is caused by, or arises out of, the negligence of the 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. **The renewal of the permit and/or any associated license(s), if any, shall automatically renew this Agreement.** The duty to indemnify the CITY for claims, demands, costs, or judgments against it that arise during the Agreement **shall survive** the expiration of the Agreement.

SECTION III

CITY agrees to notify USER in writing, within **thirty (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 **and indemnify CITY 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 is brought or an action filed with respect to the subject of this indemnity, USER agrees that the CITY may employ an attorney of its own selection to appear and defend the claim or action on behalf of the CITY, at the expense of USER. **The CITY, at its option, shall retain 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 the CITY.

SECTION V

Vouchers or other similar property evidence showing payment by CITY of any loss, damage, or expense covered under this Agreement shall be conclusive evidence, **(except in cases of fraud)**, against USER as to the 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, **loss**, or injury, either to person or

property, or both, **whether known or unknown, developed or undeveloped, past, present, or future**, arising out of activities that USER conducts under a license/permit issued to USER by CITY.

CLE ELUM LODGING TAX & EVENTS COMMITTEE

MINUTES

SEPTEMBER 9, 2024

8:30 AM

119 W FIRST STREET
CLE ELUM, WA 98922

1. Call to Order/Pledge of Allegiance

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

Matthew Lundh - Mayor
Debbie Lee - Clerk
Ed Mills - Fire Chief

2. Unfinished Business

Chair Steven Cook would like to move items B & D to E & F. Hope Source moved to item C and Rec Center to item D.

MOTION: Committee Member Cook made a motion to amend the agenda as mentioned above; seconded by Committee Member Harper.

MOTION CARRIED: 3 yes 0 no.

3. New Business

a. Approve the Lodging Tax & Events Committee Minutes Dated August 12, 2024

MOTION: Committee Member Harper made a motion to approve the Lodging Tax & Events Committee Meeting Minutes Dated August 12, 2024; seconded by Committee Member Cook.

MOTION CARRIED: 3 yes 0 no.

b. Hope Source Match Funds

Kieko Walsh Program Manager for Hope Source, stated she is requesting funding for the 2025–2026 years in the amount of \$24,000 per year. The Kittitas County Connector runs 7 days per week, serving all of Upper County. They also have a dial-a-ride service.

It was discussed that the approximate cost to run the connector is about \$200,000 per year. Hope Source uses the grant money as match money for other grants that they apply for. This promotes tourism and helps with economic development.

The Committee will recommend this to the Council at tomorrow's meeting and encouraged Hope Source to complete a Lodging Tax Application.

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c. Upper Kittitas County Recreation Center - Lodging Tax Commitment

Claire Hines of the Upper Kittitas County Recreation Center was following up on the dedicated annual amount that the City of Cle Elum will be contributing. It was discussed that at one time the Council had agreed to 35% of the annual amount of Lodging Tax collected the previous year.

The Council will have to pass a resolution that states that they will look at previous years' revenue and in the first quarter of the next year they will allocate 35% to the Recreation Center in an annual payment.

MOTION: Committee Member Harper made a motion to recommend to the Council to have a Resolution drafted that memorializes the amount that will be granted to the Recreation Center in annual payments; seconded by Committee Member Malek.

MOTION CARRIED: 3 yes 0 no.

d. Northern Kittitas County Historical Society "25th Jubilee" 2024 Lodging Tax Fund Application

Charlene Kauzlarich stated that the Historical Society has been attracting tourists with the Telephone Museum and the Carpenter House since 1989. This would be a one-time ask.

Discussion was had regarding how they target Facebook ads. It was explained that you can designate your distance from how far you want your ads to reach.

The Committee also discussed having clearer dissemination of the budget with having more detail. They asked the Historical Society to resubmit the budget in more detail.

Charlene Kauzlarich stated she would resubmit the application as per the request.

e. Mouse About Foundation 2024 Lodging Tax Application

Discussion was had about the application being submitted after the event. This is a self-sustaining event. The only real allowable expense would be the porta potties in the amount of \$50. This would almost feel like an insult by only allowing this amount. The goal of the Lodging Tax Funds is to help get events off of the ground. This request does go to a very good cause, but it could almost technically be considered gifting of public funds.

The Committee agreed to reject the application.

f. Update Event Application - Bathroom verbiage, noise ordinance, etc.

Discussion was had making sure there was a complete checklist of considerations for people when they submit an event application. For example:

- If you have amplified sounds, you must request a noise variance.
- Cooking of any kind will need the Fire Chief's approval.
- If alcohol is going to be served, you will have to contact the state.

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- Chief Mills also stated that everyone must be mindful of space requirements per the code.
- There is also a Fire & Life Safety process that needs to be implemented.
- Chief Mills stated there was a special application permit for International Fire Codes that needs to be met.
- Chief Mills will email the Committee the forms that he wants the Committee to look at.

The noise ordinance is going before the Council tomorrow night.

The Committee will discuss this further at the October 14, 2024, meeting.

g. Visitor Center Discussion - Mayor Lundh

It was reported that Salon 2120 has vacated the building next to City Hall. The plans are to expand some offices for City Hall. Mayor Lundh reported that the space that the Downtown Association currently leases their lease is up for renewal, and they have talked about having a shared Downtown Association and a Visitor Center to be located in one space. The thought is that the Downtown Association could use the front of the vacated space and City Hall could possibly use the remaining area. If the Visitor Center was located adjacent to City Hall, it would allow the City to use Lodging Tax Funds to help pay for the space.

MOTION: Committee Member Harper made a motion to discuss this with the Council; seconded by Committee Member Malek.

MOTION CARRIED: 3 yes 0 no.

4. Other Committee Comments

5. Adjourn

The meeting was adjourned at 9:19 a.m.

Steven Cook, Chair

Debbie Lee, Clerk