

119 West First Street Cle
 Elum, WA 98922
 Telephone · (509) 674-2262
 Fax · (509) 674-4097
 www.cityofcleelum.com



Stamp & initial

SPECIAL USE PERMIT

Certain uses may be permitted for a special period of time in a zoning district through the issuance of a special use permit. Limited duration activities on public property may also be permitted through a special event permit or a right-of-way use permit. CEMC 14.30.180

OFFICAL USE ONLY	
Permit #:	SUP -
Staff Person:	
Fee Total:	
Related Permits:	

Applicant	
Name:	
Mailing Address:	
Phone Number:	Email:
Business License (UBI) Number:	
Property Owner Same as Applicant <input type="checkbox"/>	
Name:	
Address:	
Phone Number:	Email:
Proposed Use Location	
Project Location Address:	
Assessor's Parcel No.	Zoning:

Please review ALL Special Use Regulations prior to completing your application.

Please review ALL Special Use Regulations prior to completing your application
The city may approve, approve with conditions, or deny an application for a special use permit subject to the following criteria:
1. The applicant has provided proof of the property owner’s permission to use his/her property; and
2. The operation of the requested use at the location proposed and within the time period specified will not jeopardize, endanger, or otherwise constitute a threat to the public health, safety, or general welfare; and
3. The proposed site is adequate in size and shape with appropriate screening or landscaping to accommodate the temporary use without detriment to the use and enjoyment of other properties in the project vicinity; and
4. The project makes adequate provisions for access and circulation, water supply, storm drainage, sanitary sewage disposal, solid waste management, recycling, emergency services, adverse weather conditions, environmental protection, and the protection of the public health, safety, and welfare, as determined by the city; and
5. Adequate temporary parking to accommodate vehicular traffic to be generated by the use will be available either on site or at alternate locations acceptable to the city.
All objects placed on the sidewalk must be wind firm and approved by the City Planner or their designee, including umbrellas and awnings. Should wind speed be high, owners must be prepared to quickly remove or draw down umbrellas and awnings to prevent injury and damage to property.
The abutter agrees in writing on a form provided by the City, to indemnify and save the city harmless from all claims, suits and liabilities arising in any way out of such use of public property.
The applicant will be responsible for removing all trash, garbage, refuse, debris, or any other objects upon the public area within such a time as removal can be reasonably accomplished. Any person, firm or corporation who violates this section shall be referred to CEMC 8.60 – Code Enforcement .
A Certificate of Liability Insurance <i>may be required</i> in the amount of no less than \$1,000,000 per occurrence Commercial General Liability (CGL) with a \$2,000,000 general aggregate to include Host Liquor Liability coverage (if applicable) from an accredited insurance company is required, with, the City of Cle Elum named as additional insured. <i>To find out if insurance is a requirement for your event, talk to a Planner.</i>
Special Use Permit Required Application Materials:
Business Name:
Contact Person:
Phone Number (Day):
Location of Facilities: ___Permanent ___Portable Number of Facilities: _____
Date & Time of Event to Begins:
Date & Time of Event to Ends:

Operating Hours Each Day of the Event:	
Sanitary Facilities Provided: ___ YES ___ NO	
Will the event use existing off-street parking? ___ YES ___ NO If so, how many? _____	
Will the event require the closure of any public streets or alleys? If so, please provide a detailed list:	
1.	Description of proposed use:
2.	Operating days and hours of use:
3.	Is there adequate and sufficient parking available for the anticipated occupancy and the proposed temporary use that does not cause the number of available parking spaces for existing onsite uses to fall below the minimum required. How many off-street parking spaces are currently provided? How many off-street parking spaces are required or needed?
4.	Is there adequate access for police, fire, and emergency services to be maintained?
5.	Is there adequate and sufficient public sanitary facilities available to serve the anticipated occupancy?
6.	Will police, fire, and emergency services be adequate and sufficient to meet the needs of the temporary use?
7.	Is the proposed temporary use compatible in terms of location, access, traffic, noise, nuisance, dust, and hours of operation with existing land uses in the immediate vicinity of the temporary use?
8.	Will the impacts of the temporary use disrupt normal residential living patterns and activities in the vicinity?
9.	Will the activity or event be materially detrimental to the public health, safety, or welfare; or injurious to property or improvements in the immediate vicinity of the proposed temporary use?

10.	Signed attached indemnification statement (hold harmless agreement)
11.	Certificate of Liability Insurance (if required)
12.	Current License from LCCB (if applicable)
13.	Current City of Cle Elum Business License (if applicable)
14.	Site plan showing location of proposed use(s); parking; facilities; street closures etc.
Authorization	
<p><i>The undersigned hereby certifies that this application has been made with the consent of the lawful property owner(s) and that all information submitted with this application is complete and correct. False statements, errors, and/or omissions may be sufficient for denial of the request. This application gives consent to the City to enter the properties listed above for the purposes of inspecting and verifying information presented in this application. The applicant further agrees to pay all fees specified in the City's fee schedule for the permit and expenses associated with the review of the application. The applicant gives consent to the City to enter the property(s) listed above for the purpose of inspecting and verifying information presented in this application.</i></p>	
Applicant Signature:	Date:

NOTE: The application will not be processed and deemed complete unless all required criteria is attached to application on the day of submission. The Planner may choose to waive some of the required criteria. If any of the required criteria is provided in another permit please cite that permit. This includes a complete permit and signed Hold Harmless Agreement; a site plan; a business license; an approved and current license issued by the LCCB (if applicable); and a copy of your insurance with the City listed.

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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.
_____ referred to as "USER" herein.
_____ 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 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