

119 West First Street Cle
Elum, WA 98922

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www.cityofcleelum.com



Stamp & initial

SIDEWALK USE PERMIT

The purpose of this chapter is to provide mechanism for safe and compatible sidewalk uses. See [CEMC 17.90](#) for more information.

Sidewalk Use Permits are generally valid for a period of one calendar year, with renewals required each January.

OFFICAL USE ONLY	
Permit #:	SD -
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 Sidewalk Use Location	
Project Location Address:	
Assessor's Parcel No.	Zoning:

Please review ALL Sidewalk Use Regulations prior to completing your application

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Tables, chairs, and any barriers must allow a minimum of five linear feet of unobstructed passage between any table, chair, or barrier and the outside edge of the sidewalk and between any table, chair, or barrier and any other object in or on the sidewalk such as street signage or trees (see site plan illustration in this application package).

Table size cannot be more than 32 inches in size on any side or the diameter.

A maximum of one table and two chairs are allowed for each ten linear feet of the business frontage that fronts directly on the sidewalk.

The sidewalk may only be used between 6 a.m. and 10 p.m. seven days a week.

Electrical cords or other obstructions are not permitted to be placed across the sidewalk.

All permanent & temporary or movable sidewalk objects and barriers must be off the sidewalk during the winter months (November 1-April 1).

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 City Planner or their designee has the authority to inspect the sidewalk use at any time.

Service of alcohol shall require the following or as authorized by the Washington State Liquor and Cannabis Control Board regulations (“LCCB”):

1. An approved and current license issued by the LCCB;
2. If alcohol is served, a barrier no less than forty-two inches in height is required. The barrier must be a physical structure that bars movement between two areas and must be movable. The barrier cannot be affixed to the sidewalk surface;
3. If alcohol is being served all tables, chairs, and barriers must be visible directly from the interior of the business.

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 the sidewalks and/or parking strips.

The applicant will be responsible for removing all trash, garbage, refuse, debris, or any other objects upon the public sidewalk 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 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.

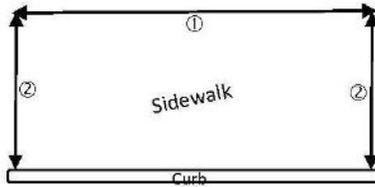
Sidewalk Use Permit Required Application Materials¹:	
1.	Description of the types of goods and/or services proposed:
2.	Operating days and hours of the sidewalk use:
3.	Attach a site plan of the sidewalk area to be used (see reverse side for guidance), indicating the following:
a.	Doorway and window locations of the building
b.	All permanent & temporary or movable sidewalk objects (e.g., City or private flower planters, street tree wells, street signs, bike racks, trash receptacles, street lights, A-frame signs)
c.	Description of method by which all objects will be made wind firm
d.	Proposed seating area— # of tables & locations, # of chairs & location, barrier (if alcohol served)
e.	Width of sidewalk in feet (from building to curb, varies throughout downtown)
f.	Distance in feet between sidewalk objects & barrier or seating area (5-foot minimum unobstructed passage)
g.	Distance in feet between each table, chair, barrier and the adjacent building and curb
h.	Locations of adjacent driveways, alleys, or curb ramps
6.	Signed attached indemnification statement (hold harmless agreement)
7.	Certificate of Liability Insurance
8.	Current License from LCCB if applicable
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 an current license issued by the LCCB (if applicable); and a copy of your insurance with the City listed.

ILLUSTRATED GUIDELINES to help you plan your outside seating area.

OPERATING HOURS 6 a.m. TO 10 p.m. All associated furniture or barriers must be removed during winter month: (November – April)

MEASURE ① THE LINEAR FEET OF YOUR BUSINESS FRONTING DIRECTLY UPON THE SIDEWALK AND ② THE DISTANCE BETWEEN YOUR BUSINESS AND THE CURB.

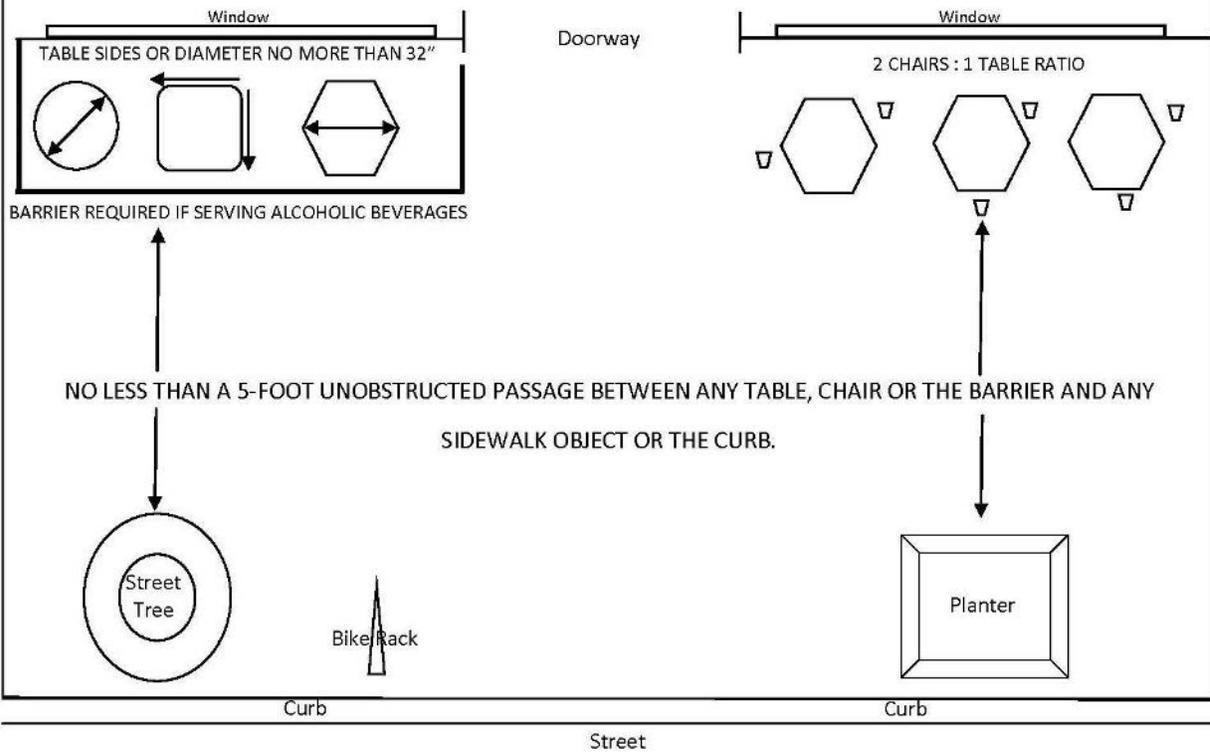


IF ALCOHOL IS SERVED:

- SERVICE OF ALCOHOLIC BEVERAGES MUST BE IN ACCORDANCE WITH THE STATE ALCOHOL BEVERAGE CONTROL REGULATIONS AND THE WASHINGTON STATE LIQUOR AND CANNABIS CONTROL BOARD.
- A 42-INCH HIGH PERIMETER BARRIER THAT WILL BAR MOVEMENT BETWEEN TWO AREAS IS REQUIRED DURING ALL HOURS OF SERVICE. THE BARRIER CANNOT BE PHYSICALLY ATTACHED TO THE SIDEWALK. IT MUST BE A PHYSICAL STRUCTURE SUCH AS A METAL FOLDING GATE OR MOVABLE FENCE THAT CAN EASILY BE SET-UP AND REMOVED WITHOUT DAMAGNG THE SIDEWALK.

1 TABLE + 2 CHAIRS PER 10 LINEAR FEET OF BUSINESS FRONTAGE

ALL TABLES, CHAIRS AND BARRIER MUST BE VISIBLE AT ALL TIMES FROM INSIDE THE BUILDING



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Cle Elum, WA 98922



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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.

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