

**RESOLUTION NO. 1187**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON,** authorizing the Des Moines Rotary Club ("Rotary Club") to conduct its 2012 Poverty Bay Brews and Blues Festival ("Festival") at the Des Moines Beach Park and Marina and listing conditions under which such permission is granted.

**WHEREAS,** the Rotary Club wishes to conduct its third annual Festival in August 2012 at the Des Moines Beach Park and Marina, and

**WHEREAS,** the Rotary Club will solicit sponsors to assist in financing the Festival from hotels, motels, restaurants, suppliers, car rental companies, and other area business, and

**WHEREAS,** the Rotary Club has designed the Festival to raise funds for charitable, community, and educational projects supported by the Rotary Club, and to promote the Des Moines community and area businesses,

**WHEREAS,** the Festival will enhance the quality of life for residents of the City of Des Moines, and

**WHEREAS,** the City of Des Moines wishes to permit the Rotary Club Festival; and, at the same time, be held harmless from any liability arising from the existence of such activity; now therefore,

**THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:**

**Sec. 1.** Permission to conduct the 2012 Poverty Bay Brews and Blues Festival ("Festival") on August 25, 2012 is granted to the Des Moines Rotary Club, subject to the following conditions:

(1) The Rotary Club shall defend and hold the City of Des Moines harmless from any liability which may result from the conduct of the Festival or its activities; and an authorized official of the Rotary Club shall sign a written agreement on behalf of the Rotary Club that approval of this 2012 Festival resolution does not constitute a waiver of the Rotary Club's obligation to defend and hold the City of Des Moines harmless from any liability that may result from the conduct of the Festival event or its activities.

(2) The Rotary Club shall purchase liability insurance in the amount of two million dollars (\$2,000,000) and shall name the City of Des Moines as a named additional insured. Proof of such insurance must be delivered to the City thirty (30) days prior to the event.

(3) The Rotary Club shall be permitted to erect such special signage as is appropriate in the thirty (30) days prior to and during the event. The Rotary Club must remove all such signage within ten (10) days after the final day of the Festival.

(4) Normal fees for conduct of a community event shall be paid by the Rotary Club. Fees required by other governmental agencies, including the Health Department and Liquor Control Board, shall be the responsibility of the Rotary Club.

(5) An authorized official of the Rotary Club shall execute a written agreement, on behalf of the Rotary Club, acknowledging its responsibilities for the conduct of Festival activities and accepting such limitations as are contained in this resolution, in addition to such limitations as may be imposed by the City Council or City Manager, including, but not limited to:

(a) The Rotary Club agrees to take whatever measures are necessary to prevent damage to the Des Moines Beach Park and Marina facilities and to be responsible for any damage that may occur as a result of the Festival.

(b) The hours of operation of the Festival shall occur within the following times:

Saturday, August 25, 2012      12:00 p.m. to 8:00 p.m.

Set-up and take-down hours shall be determined by the City Manager.

A Des Moines Police Department command officer will have the authority to close the Festival down at any time should it be necessary, following assessment of any security issue.

(c) The Rotary Club will be responsible for providing security officers for the event, and will provide portable sanitary facilities and garbage bins at its own expense.

(d) The Rotary Club will use all reasonable efforts to advertise the Festival as a community festival.

(e) The Rotary Club will obtain necessary special occasion licenses from the Liquor Control Board and will not allow admission to minors.

(f) All retail sales of food, beer, wine, and merchandise will be subject to permission of the Rotary Club.

(g) To enhance the security of the patrons of the Festival, the Rotary Club shall be required to fence areas in the Beach Park and is given permission to install tents within the fenced area as necessary for festival vendors and attendees. The tent(s) will meet fire code requirements. The layout of the Festival grounds shall be presented to the City Manager or his designees for review and approval at least ninety (90) days before the date of the Festival.

(h) An admission fee will be charged by the Rotary Club.

**Sec. 2.** The City Manager is authorized, at his discretion, to grant permission to the Rotary Club to use and occupy for the purpose of the Festival City facilities and property at the Des Moines Beach Park and Marina.

**Sec. 3.** The City Manager is authorized, at his discretion, to grant permission to utilize City promotional tools such as the *City Currents*, Parks, Recreation and Senior Services Brochure, City Web Page and Channel 21 to inform and educate the public about the event. Any event marketing costs incurred by the City at Rotary's request will be paid to the City of Des Moines by the Rotary Club.

**Sec. 4.** The City Manager is authorized to provide City assistance to the Rotary Club, which may include services by the Police, Public Works, Parks and Recreation, and Marina departments for the purpose of event logistics coordination,

facility management and public safety. Any event operational costs incurred by the City at Rotary's request will be paid to the City of Des Moines by the Rotary Club.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this 12th day of April, 2012 and signed in authentication thereof this 12th day of April, 2012.

  
MAYOR

APPROVED AS TO FORM:

  
Assistant City Attorney

ATTEST:

  
City Clerk