

RESOLUTION NO. 1218

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing Cove to Clover, a 501(c)(3) non-profit corporation, ("Cove to Clover") to conduct its 2013 Snakezilla Half Marathon and its 2013 Carbo Load Dinner ("Event") at the Des Moines Beach Park, Des Moines Creek Trail, Marina, City Right of Ways and Des Moines Field House and listing conditions under which such permission is granted.

WHEREAS, Cove to Clover wishes to conduct its first annual Half Marathon in April 2013 at the Des Moines Beach Park, Des Moines Creek Trail and Marina, and

WHEREAS, Cove to Clover wishes to conduct its first annual Carbo Load Dinner in April 2013 at the Des Moines Field House, and

WHEREAS, Cove to Clover will solicit sponsors and charge entry fees to assist in financing the Event, and

WHEREAS, The Cove to Clover is a 501(c)(3) umbrella charity which distributes all proceeds to local charities, and will promote the Des Moines community and area businesses,

WHEREAS, the Event 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 Cove to Clover Event; 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 2013 Cove to Clover ("Event") on April 27 and 28, 2013 is granted to the Cove to Clover, subject to the following conditions:

(1) Cove to Clover shall defend and hold the City of Des Moines harmless from any liability which may result from the conduct of the Event or its activities; and an authorized official of Cove to Clover shall sign a written agreement, on behalf of Cove to Clover, that approval of this 2013 Event

Resolution does not constitute a waiver of Cove to Clover's obligation to defend and hold the City of Des Moines harmless from any liability that may result from the conduct of the Event or its activities.

(2) Cove to Clover 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) Cove to Clover shall comply with all federal, state, and local statutes, ordinances, and regulations.

(4) Normal fees for conduct of the event shall be waived by the City. Fees required by other governmental agencies, including the Health Department, shall be the responsibility of Cove to Clover.

(5) Cove to Clover shall be permitted to erect portable special signage as is appropriate in the thirty (30) days prior to and during the event in accordance with the Des Moines Municipal Code. Cove to Clover shall remove all such signage within two (2) days after the final day of the Event. Cove to Clover shall submit a special sign use permit for the placement of portable signs, light pole banners and over the road banners. Cove to Clover agrees to meet the conditions of the special sign use permit for such signs. Cove to Clover will also be responsible to obtain a right-of-way use permit if a road closure is determined necessary. Cove to Clover agrees to meet the conditions of the right-of-way permit, including but not limited to an approved traffic control plan.

(6) An authorized official of Cove to Clover shall execute a written agreement, on behalf of the Cove to Clover, acknowledging its responsibilities for the conduct of Event 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) Cove to Clover agrees to take whatever measures are necessary to prevent damage to the Des Moines Beach Park,

Des Moines Creek Trail, Marina and Des Moines Field House facilities and to be responsible for any damage that may occur as a result of the Event.

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

Saturday, April 27, 2013 5:00 p.m. to 10:00 p.m., and
Sunday, April 28, 2013 10:00 a.m. to 1:00 p.m.

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

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

(d) Cove to Clover shall provide and pay for race course monitoring, emergency medical services, event security, parking lot attendants, signage, portable restrooms, garbage collection and removal and for any other event expenses.

(e) Cove to Clover shall use all reasonable efforts to advertise the Event as a community event.

(f) All retail sales of food and merchandise will be subject to permission of Cove to Clover.

(g) To enhance the security of the patrons of the Event, Cove to Clover shall provide the layout of the Event grounds to the City Manager or his designees for review and approval at least ninety (90) days before the date of the Event.

(h) A participant fee may be charged by Cove to Clover.

(i) Cove to Clover will acknowledge the City of Des Moines as a Cove to Clover event sponsor on its marketing materials and also provide \$2,500 level sponsorship benefits or the amount equal to the City's level of in-kind event support.

(j) Cove to Clover shall provide the net proceeds from the Pre-Event Carbo Load Dinner and Snake Pit to the City

of Des Moines to be used for recreation scholarships and programs for low income youth.

Sec. 2. The City Manager is authorized, at his discretion, to grant permission to Cove to Clover to use and occupy for the purpose of the Event, City facilities and property at the Des Moines Beach Park, Des Moines Creek Trail, Marina, City Right of Ways and Des Moines Field House.

Sec. 3. The City Manager is authorized, at his discretion, to grant permission to Cove to Clover to use, for the purpose of the Event, City promotional tools such as article space in the City Currents newsletter and Marina District light pole banner brackets.

ADOPTED BY the City Council of the City of Des Moines, Washington this 14th day of February, 2013 and signed in authentication thereof this 14th day of February, 2013.


M A Y O R

APPROVED AS TO FORM:


Assistant City Attorney

ATTEST:


City Clerk