

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AUTHORIZING THE MAYOR TO APPROVE TEMPORARY
COMMUNITY USES OF PARKING LOTS AND VACANT CITY PROPERTY.**

WHEREAS, from time to time community groups request the use of City property for non-commercial purposes that advance City interests; and

WHEREAS, requests that are for the use of City parking areas or vacant land during non-business hours; and

WHEREAS, requests that are for a limited time of less than forty-eight hours; and

WHEREAS, requests that are not for political or sectarian purposes; and

WHEREAS, requests that include the requestor obtaining appropriate insurance; and

WHEREAS, requests that meet the conditions in the above recitals enhance the public welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the mayor is authorized to approve agreements for the use of City property that meets the requirements set forth in the recitals.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2020.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

COMMUNITY SERVICE DAY USE AGREEMENT

Whereas, Marysville Sunrise Rotary ("User") is a community service organization and wishes to lease the Premises described as a portion of 1035 State Avenue, TPN 30052800215700 and depicted in Exhibit A, from the City of Marysville ("City").

Purpose: A Styrofoam and cardboard recycling event open to members of the public to drop off Styrofoam and cardboard. No other purpose is permitted without the prior written consent of the City.

Consideration: Recycling supports the City's goals and supports the City's solid waste utility and the parties acknowledge that User's operation of the recycling event is sufficient consideration for the utilization of the Premises for one day.

Term: This Use Agreement is for one day: _____, 20_____.

Utilities: No utilities will be provided to User.

Improvements/Modifications: User will not make any modifications or improvements to the Premises and will leave the Premises in the condition they found it.

Compliance with Laws: User will comply with all laws. This Community Service Day Use Agreement satisfies all City permit requirements.

Indemnification: User, shall defend, indemnify, and hold harmless City, its officers and employees from any and all claims, injuries, damages, losses or suits, including costs and attorney fees, arising from the acts, errors or omissions of the User, its employees and volunteers, except for injuries or damages caused by the sole negligence of the City.

Insurance: User will procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the User's use of the Premises for the duration of this Agreement. The City must be named as an additional insured.

User will obtain commercial general liability insurance on Form CG 00 01 or equivalent for premises liability and personal injury. This insurance will be written with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. Insurance will be placed with insurers with a current A.M. Best rating of not less than A:VII. User will furnish the City with proof of insurance.

User's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of User to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or equity.

CITY OF MARYSVILLE

_____ Date: _____, 20_____

Jon Nehring, Mayor

SUNRISE ROTARY

_____ Date: _____, 20_____

,its _____

Exhibit A
Parcel

