

MEMO

To: Oceanna Van Lelyveld, Owner, Cellar Door of 940 Water Street, Port Townsend
From: CSO Wendy Davis, City of Port Townsend Police Department
Subject: Cellar Door Temporary Use Agreement
Date: Friday, February 5, 2021

Cellar Door Business Use of City Property located 200 Block of Tyler Street, Behind Hastings Building during COVID-19 Restricted Dining

Cellar Door, located at 940 Washington Street in Port Townsend, is requesting the temporary use of 3 parking spaces directly behind their existing location in order to expand their outdoor service area during COVID19 Washington State required bar service restrictions. The City reserves the right to end this agreement at the same time other Streateries located in the Right of Way in Port Townsend, timing to depend on percentage of allowed indoor service capacity as Covid19 State bar service prohibitions become less restrictive.

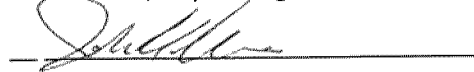
Included is a Temporary Use for Streatery Special Event Application as well as a Special Event Hold Harmless Agreement. Also included is proof of Liability with the City of Port Townsend listed as additionally insured, per requested terms. A drawing of the proposed use of space is also attached.

The area that The Cellar Door is requesting to use for outdoor service is City Property and therefore the City reserves the right to change or limit how late the evening hours services are, in the instance that we receive any feedback about noise from the residents in the area. At this time, noon-11pm is the requested time of service hours.

The proposed area of use is the 3 existing parking spaces directly behind the existing back patio area.

The Cellar Door is expected to leave ample space around the proposed site plan for vehicles to safely park in the available parking spaces, to include the privately accessed spaces directly next door to the proposed location. This will be inspected by the City before service will be allowed.

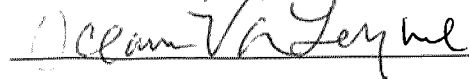
John Mauro, City Manager



Date

2.9.21

Oceanna Van Lelyveld, Cellar Door



Date

2/24/21

COVID-19 RECOVERY SPECIAL EVENT PARKLET/STREATERY TEMPORARY USE APPLICATION

REC'D

Date: 1/13/2021 Business Name: Cellar Door	<small>OFFICE USE ONLY</small> Permit # _____ Proof of liability <input type="checkbox"/> Liquor liability <input type="checkbox"/> Approved site sketch <input type="checkbox"/> Approved WSLCB <input type="checkbox"/> Review date _____
Business Physical Address: 940 Water Street, PT	
Applying for: Streatery <input checked="" type="checkbox"/> or Parklet <input type="checkbox"/> Retail - outside placement <input type="checkbox"/>	

Restaurant <input type="checkbox"/> Retail <input type="checkbox"/> Other <input type="checkbox"/>	
Business Owner: Name: <u>Oceanna VanLelyveld</u> Address: <u>91 Deer Ridge Dr.</u> City/ST/Zip: <u>Port Townsend, WA 98368</u> Phone: <u>(308) 657-9121</u> Email: <u>Oceannajade@gmail.com</u>	Property Owner (if different): Name: <u>Lincoln Lewis</u> Address: <u>11400 SE 8th St. Suite 410</u> City/ST/Zip: <u>Belleve, WA 98004</u> Phone: <u>(206) 940-3892</u> Email: <u>linclowie@gmail.com</u>
Requested start date: <u>ASAP</u> - Automatic Review in 60 Days from Approval Date.	
Days and hours of operation: <u>M - Sunday 12 - 11:00 pm</u>	
Do you intend to apply for the addition or extension of outside liquor service from WSLCB? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Signature of Applicant: I certify that all activities associated with this permit will be in accordance with State Law, the Port Townsend Municipal Code, and applicable County Health Department Codes and WSLCB permitting.

Print Name: Oceanna VanLelyveld

Signature: Oceanna VanLelyveld

Date: 1/13/2021

I certify that I am either the owner(s) or authorized to act on behalf of the owner(s)

Print Name: Oceanna VanLelyveld

Signature: Oceanna VanLelyveld

Date: 1/13/2021

COVID-19 RECOVERY SPECIAL EVENT HOLD HARMLESS AND INSURANCE TERMS

Hold Harmless

Permittee shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Permittee or on the Permittee's behalf out of issuance of this Permit, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that RCW 4.24.115 applies to this Permit, then the Permittee agrees to defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless to the maximum extent permitted thereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes the Permittee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance Term

The Permittee shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on the Permittee's behalf with the issuance of this Permit. The Permittee's maintenance of insurance as required by the Permit shall not be construed to limit the liability of the Permittee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

The Permittee shall obtain Commercial General Liability insurance. The insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Permittee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products - completed operations aggregate limit. The Permittee's Commercial General Liability insurance policy or policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Permittee's insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. The Permittee shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Permittee before issuance of the Permit.

Print Name: Oceanna Van Lelyveld

Signature: Oceanna Van Lelyveld

Date: 1/13/2021

← Vehicle Access Roadway →

Pedestrian Access

pre-existing wooden 7ft high back bench seating

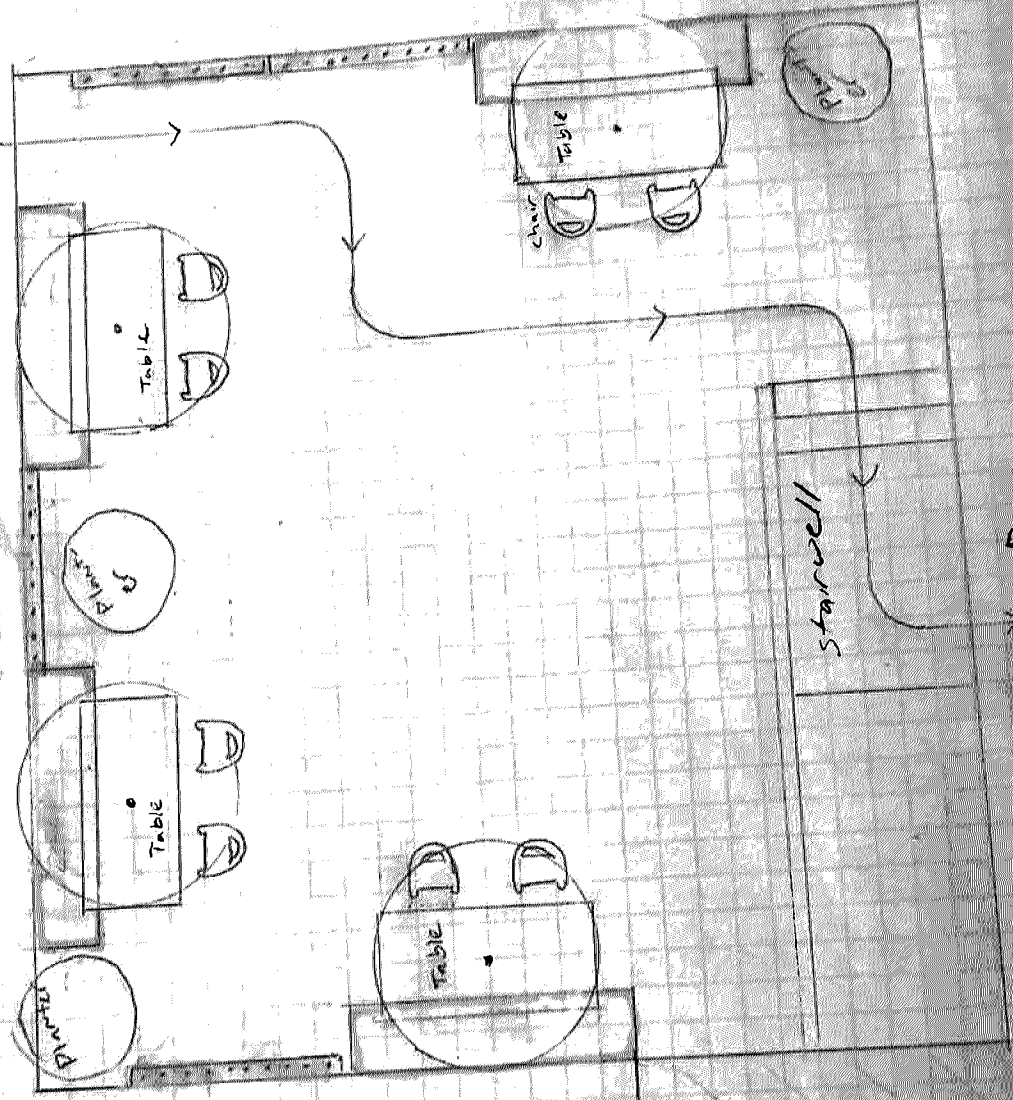
pre-existing metal 42" stand alone fencing

large metal planters

grade level parking

Umbrella's

elevated concrete parking



stairwell

Cellar Door
Brick Entry

CURRENT

Cellar Door

- proposed use area
- existing use area

9x19' parking



EXISTING Bench seating to be moved
as north & west perimeter

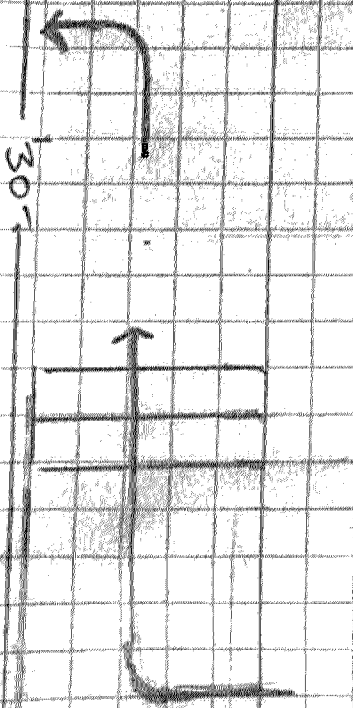
Bench 2x8' | Bench 2x8' | Bench 2x8'

14' 14' 14' parking

14' 14' 14' parking

14' 14' 14' parking

CURRENT



Bench 2x8'

360.643.1793





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
Homer Smith Insurance, Inc		PHONE (A/C No, Ext):	
PO Box 591		FAX (A/C, No):	
Port Townsend WA 98368-059		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Scottsdale Insurance Co.	
		NAIC # 41297	
INSURED		INSURER B :	
Cellar Door LLC DBA: Cellar Door		INSURER C :	
940 Water Street		INSURER D :	
Port Townsend WA 98368		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CPS3348278	03/11/2020	03/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		CPS3348278	03/11/2020	03/11/2021	Each Common Cause \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as an Additional Insured per form CG2012 (04/13).

CERTIFICATE HOLDER**CANCELLATION**

City of Port Townsend 250 Madison Street, Suite 2 Port Townsend WA 98368	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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