COMMUNITY PLANNING & DEVELOPMENT

206.275.7605
www.mercerisland.gov/cpd

CITY USE ONLY		
PROJECT NO.	RECEIPT NO.	FEE
Date Received:		
Received By:		

COMMERCE ON PUBLIC PROPERTY

Commerce on Public Property approvals allow temporary use of public sidewalks, streets, and right-of-way within the Town Center zone. Any person(s), corporation, or company who wishes to use the public right-of-way for the exchange of goods or service may apply for a Commerce on Public Property permit.

REVIEW PROCESS – TYPE I LAND USE REVIEW

Type I reviews are based on clear, objective, and nondiscretionary standards or standards that require the application of professional expertise on technical issues. Type I reviews do not require a pre-application meeting, public notification, notice of application mailing and posting, public comment periods, public hearing, or notice of decision. The decision is made by the Code Official.

FIRE CODE REQUIREMENTS

The following fire code requirements must be met:

1. Maintain clearance (3 feet) around all Fire Hydrants, Fire Department Connections, and other Fire Protection Systems.
2. Maintain access to interior areas of the building. Leave sidewalks open for access.
3. Maintain Emergency Vehicle Access around the building. Do not block fire access lanes.
4. Tents/ canopies, if used, over 400 square feet are subject to an operation permit and approval of the Fire Marshal as outlined in Chapter 31 of the International Fire Code.

INSURANCE REQUIREMENTS

The following insurance requirements must be met:

1. 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 operation or activities performed by or on the Permittee’s behalf with the issuance of this Permit
2. No Limitation- 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 Public Entity’s recourse to any remedy available at law or in equity.
3. Minimum Scope of Insurance- The Permittee shall obtain insurance of the types and coverage described below:
    a. Commercial General Liability 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. 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.

4. Minimum Amounts of Insurance- The Permittee shall maintain the following insurance limits:
    a. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products- completed operations aggregate limit.
5. Other Insurance Provision- 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 Public Entity. 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.
6. Acceptability of Insurers- Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
7. Verification of Coverage- 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.
8. Notice of Cancellation- The Permittee shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
9. Failure to Maintain Insurance- Failure on the part of the Permittee to maintain the insurance as required shall constitute a material breach of the Permit, upon which the City may, after giving five business days' notice to the Permittee to correct the breach, immediately terminate the Permit or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.
10. City Full Availability of Permittee Limits- If the Permittee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Permittee, irrespective of whether such limits maintained by the Permittee are greater than those required by this Permit or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Permittee.

NOTICE TO PERMITEE

AS A CONDITION OF THIS PERMIT, THE PERMITEE AGREES AS FOLLOWS:

The Permittee shall defend, indemnify and hold the City of Mercer Island (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.

However, 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 Permittee and the City. The provisions of this section shall survive the expiration or termination of this Permit.

Additionally, the City shall be listed as an additional insured on the business's insurance and provide a copy of the certificate of insurance. The specific coverage requirements is still being determined at the moment and will be determined prior to issuance of the permit.

SUBMITTAL CHECKLIST

In addition to the items listed below, the code official may require the submission of any documentation reasonably necessary for review and approval of the land use application. An applicant for a land use approval and/or development proposal shall demonstrate that the proposed development complies with the applicable regulations and decision criteria.

- ☐ 1. **Development Application Form.** Provide a completed and signed Development Application Form.
- ☐ 2. **Project Narrative.** The project narrative should describe the proposed development, including any anticipated phases.
- ☐ 3. **Code Compliance Matrix.** Detail how the application meets the review criteria for Commerce on Public Property in MICC 19.06.050. Refer to the Code Compliance Matrix Tip Sheet for preparing the narrative.
- ☐ 4. **Affidavit of Ownership.** An Affidavit of Ownership, signed before a notary. Required only if the Title Report does not clearly show ownership or authority to develop the property. Required unless waived by the code official.
- ☐ 5. **Affidavit of Agent Authority.** An Affidavit of Agent Authority, signed before a notary. Required unless waived by the code official.
- ☐ 6. **Site Plan.** A site plan using a scale that is easily reviewed, showing 100 feet in all directions, or to the closest right-of-way, the right-of-way width, the full width of the sidewalk and edge of the road, any obstructions on the sidewalk including existing signs, sign posts, fire hydrants, utility poles, landscaping, trees, trash cans, post office boxes, and any other obstructions in the sidewalk, and the location of any proposed structures.
- ☐ 7. **Insurance Certificate.** An insurance certificate naming the City as an additional insured. This will be required before the permit is issued and does not need to be submitted at the time of application. Refer to the insurance requirements section for more information.
- ☐ 8. **Business License.** Mercer Island business license number.
- ☐ 9. **Fees.** Payment of required fees. Refer to the City of Mercer Island Fee Schedule for current permit fees.

I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND SUBMITTAL CHECKLIST AND ALL REQUIRED APPLICATION MATERIALS ARE INCLUDED IN MY APPLICATION SUBMITTAL, UNLESS WAIVED BY THE CODE OFFICIAL. ALL INFORMATION SUBMITTED IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I ACKNOWLEDGE THAT WILLFUL MISREPRESENTATION OF INFORMATION WILL TERMINATE THIS APPLICATION. I UNDERSTAND THAT MY SUBMITTAL WILL BE REVIEWED FOR COMPLETENESS AND, IF FOUND TO BE COMPLETE, WILL BE PROCESSED PURSUANT TO THE PROVISIONS OF CHAPTER 19.15 MICC.

SIGNATURE ______________ **DATE** ______________