

RESOLUTION 1375

A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON, ADOPTING A CITY-AUTHORIZED WAYFINDING SIGN PROGRAM

WHEREAS, the City of Snoqualmie recognizes the value of attracting tourists and providing for tourist activities to promote the economic development goals of the City; and

WHEREAS, wayfinding signs are an integral part of a successful tourism industry and will further enhance and strengthen Snoqualmie's sense of community identity; and

WHEREAS, the Snoqualmie City Council adopted an Economic Development Strategic Action Plan that promotes the value of recreation and visitor opportunities in our community; and

WHEREAS, the Snoqualmie Economic Development Strategic Action Plan calls for the development of wayfinding signage; and

WHEREAS, the City does not desire to create a public forum through its wayfinding sign program, but instead seeks to provide visitors with directional assistance in locating a discrete and limited category of unique, local tourist attractions and recreation amenities.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Snoqualmie, Washington, as follows:

Section 1 – The City of Snoqualmie hereby establishes a city-wide wayfinding sign program as describe in “**Exhibit A**”, attached hereto and incorporated herein by this reference as if set forth in full; and

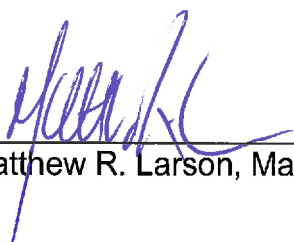
Section 2 – The wayfinding sign program shall be an on-going program contingent upon continued funding by the City Council; and

Section 3 – Private participation in this program shall be as described in “**Exhibit A**”. Businesses or private attraction seeking to display a sign pursuant to this policy shall first execute an agreement with the City in a form substantially similar to the template contract contained in “**Exhibit B**”, attached hereto and incorporated herein by this reference as if set forth in full; and

Section 4 – The information posting encouraged and authorized by the wayfinding sign policy shall be for the sole and exclusive purpose of providing directional assistance to visitors in attempting to locate unique, local tourist attractions and recreational amenities as determined by the City of Snoqualmie. Nothing herein shall be construed as creating a public forum for the communication of other information; and

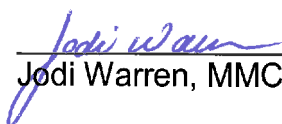
Section 5 – The City of Snoqualmie expressly and it its sole discretion reserves without limitation its right to alter, restrict, expand or terminate the wayfinding policy established hereby.

PASSED by the City Council of the City of Snoqualmie, Washington, this 27th day of February, 2017.



Matthew R. Larson, Mayor

Attest:



Jodi Warren, MMC City Clerk

Exhibit A

SNOQUALMIE WAYFINDING SIGN PROGRAM

1. Program Overview

The wayfinding program is intended to provide directional information signs to help lead the general public to unique, local tourist destinations and recreational amenities. The signs will be posted at key entrance points to the City and along routes to specific areas and sites.

- a. There are two basic types of signs that are used in this program:
 - i. Entryway – used at key City entrance locations;
 - ii. Directional – used for en-route directional guidance within the City.
- b. Specific tourist-oriented businesses will be provided opportunities to purchase directional information signs with the approval of the City. Eligible business types are described in this Exhibit.

2. Sign Types

There are two basic types of wayfinding signs with different purposes used in this program. The design and content for each sign are described below.

a. Entryway Signs

- i. Purpose: These signs create distinct and prominent gateways to the City and indicate general directions to destinations within the City.
- ii. Location: Freestanding signs located at the major entrance points or gateway sites to the City.
- iii. Size Limitations: No more than six sign panels may be included on the entryway signs to preserve the readability of the signs.
- iv. Illustration of example entryway sign:

NORTH/SOUTH ENTRY SIGNS



b. General Directional Signs

- i. Purpose: These signs provide general direction to various destinations.
- ii. Location: At key intersections to indicate changes in direction.
- iii. Size Limitations: No more than five panels may be included on the directional signs to preserve readability of the signs.
- iv. Illustration of example directional sign:



c. Overstreet Banner

- i. Purpose - These banners provide seasonal or event specific information about a special event occurring within one mile of the City limits that have a large regional draw or unique community benefit.
- ii. City Approval: All banners are subject to approval by the City for content, readability and size limitations.
- iii. Size limitations: Signs must be sized appropriately to hang across Railroad Avenue, or other streets as may be applicable, and be readable from passing vehicles. The minimum size is 20' x 3' unless specifically approved by the Community Development Director.
- iv. Location: There are two primary locations in the City where banner signs may be hung- Railroad Avenue and/or Center Street in the Neighborhood Retail Center, if proper infrastructure is present.
- v. Installation: Physical installation of these banners must be coordinated through the City Public Works Department. The

City will contract out installation with a qualified third party. Any cost associated with installation will be the responsibility of the event sponsor.

1. Overstreet Banners may not be installed more than one month prior to the actual event and shall be removed as soon as is practical after the conclusion of the event. The sponsor shall provide notice as much notice as reasonably possible to allow for installation of the sign. At least thirty days is highly preferred, for installation of the sign. If the City has insufficient notice for coordination of installation, the City may opt not to install the sign.

vi. Illustration of overstreet banner:



3. Eligible Businesses & Attractions

- a. Only public facilities and unique, local tourist-oriented businesses that attract and are open to members of the general public primarily from outside of the City limits will be considered for posting. These include one of the following type of businesses or attractions:
 - i. Museums and Historical sites – located within the City limits and open to the general public;
 - ii. Unique, local tourist-oriented businesses – businesses that have a large regional draw and are unique in type;
 - iii. Unique, local tourist-oriented businesses located within UGA – businesses that have a large regional draw and are unique in type and located outside of the City boundaries, but within the City's Urban Growth Area (UGA);
 - iv. Public Recreation Facilities – public parks, trails and other public recreation facilities; and
 - v. Special events – Events located in and within one mile of the City with a regional draw that attract and are open to members of the general public primarily from outside of the City limits and events with a unique community benefit.
- b. The Community Development Director, shall, in his or her sole discretion, determine whether to display wayfinding signage indicating the location of a particular business or attraction. Provided, that notwithstanding a particular business's satisfaction of the above criteria, no provision of this policy shall be construed as requiring the City to display signage regarding any entity. The City will not post signage for political messages, religious proselytizing or businesses and attractions not meeting the above criteria. With limited sign space, publicly owned attractions and events will take

precedence over any other signs and businesses will be included on a first come basis.

4. Purchasing

- a. The City will purchase all signs with the exception of overstreet banners. Businesses or private attraction seeking to display a sign pursuant to this policy shall first execute an agreement with the City in a form substantially similar to the template contract contained in **Exhibit B**, attached hereto and incorporated herein by this reference as if set forth in full.
- b. No sign shall be posted pursuant to this policy without prior City approval.
- c. Overstreet banners must be provided by the sponsoring organizations at their sole cost. All banners are subject to approval by the City for content, readability and size limitations.

5. Installation

- a. The City will install all signs with the exception of overstreet banners. The City will coordinate the installation of all overstreet banners with a qualified third party.

6. Coordination and Sign Placement

- a. The City will coordinate the manufacture, style, and placement of all signs, with the exception of overstreet banners which will be provided by the sponsor. The Public Works Director shall approve the location of all signs in the right-of-way.

Exhibit B

**CITY OF SNOQUALMIE
WAYFINDING SIGN AGREEMENT**

THIS WAYFINDING SIGN AGREEMENT (hereinafter, "the Agreement") is hereby made and entered into between the City of Snoqualmie (hereinafter "the City"), a municipal corporation organized under the laws of the state of Washington, and _____ (hereinafter "User"), a _____ organized under the laws of the State of Washington (collectively "the parties"), to establish a contractual relationship under which the City may post directional signage indicating the location of User's business premises upon wayfinding signs owned by the City, and to define the Parties' respective rights, obligations, costs and liabilities regarding this undertaking.

RECITALS

WHEREAS, the City has adopted a Wayfinding Sign Program in order to facilitate tourist visitation to the Snoqualmie community and to ensure the safe and orderly transit of visitors to premiere public and private tourist attractions located within the City's jurisdiction and/or Urban Growth Area (UGA); and

WHEREAS, the Wayfinding Sign Program enables a limited number of select tourist-oriented businesses and attractions to post directional signage on signs owned by the City; and

WHEREAS, User satisfies the applicable criteria contained in the City's Wayfinding Sign Program, has been selected by the City to post directional signage on City-owned signs, and has agreed to financially support the City's Wayfinding Sign Program; and

WHEREAS, the City finds that posting such directional and/or destination signage will create a public benefit by attracting tourism to the Snoqualmie community, facilitating tourist transportation within the City and promoting traffic safety; NOW, THEREFORE,

In consideration of terms, conditions and covenants contained herein, or attached hereto and incorporated herein by reference, the Parties agree as follows:

TERMS

Section 1. Wayfinding Signage Posting. The City will post directional signage indicating User's business on designated City wayfinding signs at the following locations (s): _____
_____. All such signage shall strictly comply with the terms and provisions both of this Agreement and the City's Wayfinding Sign Program, a copy of which is

attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full.

Section 2. Sign Installation. Installation of signage pursuant to this Agreement shall be predicated upon the City's prior approval of each proposed wayfinding sign. The City shall install or coordinate the installation of all approved signs, including:

- a. Seasonal signage – the City and User will agree on a schedule of sign posting for businesses that operate on a seasonal basis that provides for the signs to be removed when the User is not in operation and be reinstalled when the User is operating. The schedule shall be attached hereto as Exhibit XX. Seasonal basis means that the business is closed for one or more months during the calendar year.
- b. Overstreet Banner – The City and User will agree on a schedule of sign posting for events using an overstreet banner. The schedule shall be attached hereto as Exhibit XX. Overstreet Banners may not be installed more than one month prior to the actual event and shall be removed as soon as is practical after the conclusion of the event.

Section 3. Payment. User agrees to contribute funds toward the City's Wayfinding Sign program in the amount of \$_____ for the duration of this Agreement. Such payment shall take the form of currency, business check or money order made payable to the City of Snoqualmie, and must be received in full by the City prior to sign installation.

Section 4. Term. This Agreement shall be effective immediately upon execution by the Parties hereto, and shall remain effective for a period of _____ unless terminate in accordance with Section 5. The Parties may renew this Agreement for a mutually agreed upon term by a writing signed by both Parties. Provided, that nothing herein shall be construed as creating any right to such renewal.

Section 5. Termination. Either Party may terminate this Agreement with or without cause by providing the other Party with 30 days written notice of its intent to terminate. Provided, that in the event a court of competent jurisdiction either expressly or by implication invalidates any portion of the City's Wayfinding Sign Program, this Agreement shall be deemed terminated immediately upon notification to the User. Termination of the Agreement does not entitle User to any reimbursement of costs related to fabrication and installation of signage that may have been paid to the City. Neither termination nor expiration shall alter User's obligations under Sections 6 and 7 of this Agreement.

Section 6. Release, Indemnification and Hold Harmless. Except as hereinafter provided, User agrees to protect, indemnify and hold the City harmless from and against any and all injury or damage to the City or its property, and also from and against all claims, demands and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of this Agreement and any signage posted hereunder. User's obligation to protect, indemnify and hold the City harmless

expressly includes, but its not limited to, any such claim, demand or cause of action brought by User's members, players, employees, agents, volunteers or other representatives. User specifically promises to indemnify the City against claims of suits brought under Title 51 RCW by User's employees or subcontractors and wifes any immunity that User may have under that title with respect to, but only to, the limited extent necessary to indemnify the City. User shall also indemnify and hold the City harmless form any wage, overtime or benefit claim of any User employee, agent, representative or subcontractor performing services under this Agreement. User further agrees to fully indemnify the City from and against any and all cost of defending any claim, demand or cause of action under this section to the end that the City is fully held harmless therefrom. This section shall not apply to damages or claims resulting from the sole negligence of the City. In situations involving the sole negligence of the City or its employees, the Parties' respective liabilities shall be defined by the laws of the State of Washington.

Section 7. Maintenance. Maintenance of all signage posted pursuant to the Wayfinding Sign Program shall be effected solely and exclusively by the City.

Section 8. Disposal of Signage. Upon expiration or termination of this Agreement, the City may remove any signage posted pursuant to the Wayfinding Sign Program and/or this Agreement and may, in its sole and exclusive discretion, discard, recycle, reuse or otherwise dispose of each removed sign. Provided, that the City makes a reasonable attempt to return an overstreet banner to the event sponsor prior to disposing of the banner.

Section 9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County Superior Court.

Section 10. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the City and any employee, agent, representative or contractor of User, or between User and any employee, agent, representative or contractor of the City.

Section 11. Notices. Notices to the City shall be sent to the following address:

Robert Larson
City Administrator
PO Box 987
Snoqualmie, WA 98065

Notices to the User shall be sent to the following address:

Section 12. Integration. This document, together with any exhibits thereto, constitutes the entire embodiment of the contract between the Parties, and, unless modified in writing by an amendment signed by the Parties hereto, shall be implemented exclusively as described above.

Section 13. No Third-party Beneficiary Created. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any party hereto.

Section 14. Regulatory Authority Preserved. Nothing herein shall be construed as a waiver or relinquishment of the City of Snoqualmie's regulatory authority as defined by state and/or local law, which the City hereby expressly reserves in full.

Section 15. Compliance with Applicable Laws. User shall, at all times material hereto, comply with all applicable federal, state and local regulations.

Section 16. Assignability. The Parties shall not assign or transfer this Agreement or the rights and obligations created hereunder without express written consent of the other party.

Section 17. No Public Forum Created. Nothing in this Agreement shall be construed as establishing a public forum. The City expressly reserves its right to terminate or change the use of its wayfinding signs, and to reject in its sole and exclusive discretion request from any person or organization to post any signage on said posts.

Executed this _____ day of _____, 20__.

CITY OF SNOQUALMIE

USER

City Administrator

Title: _____

ATTEST

City Clerk

Community Development Director