

Order 132-16/17

Passage: 8-0 (Mavodones absent) on 2/22/2017

Effective 3/4/2017

ETHAN K. STRIMLING (MAYOR)  
BELINDA S. RAY (1)  
SPENCER R. THIBODEAU (2)  
BRIAN E. BATSON (3)  
JUSTIN COSTA (4)

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

DAVID H. BRENERMAN (5)  
JILL C. DUSON (A/L)  
PIOUS ALI (A/L)  
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER DECLARING MAY 12 AND 13, 2017  
THE RAPPEL FOR RIPPLEFFECT FESTIVAL**

**ORDERED**, that May 12 and May 13, 2017 with a Rain Date of May 14, 2017, are hereby declared to be the Rappel for Rippleffect Festival, sponsored by Rippleffect, Inc.; and

**BE IT FURTHER ORDERED**, that the Rappel for Rippleffect Festival area shall be Federal Street Extension, Temple Street sidewalks from Congress Street to Free Street, Monument Square and all those streets' adjacent sidewalks, including on Monument Way and outside of One City Center; and

**BE IT FURTHER ORDERED**, that Federal Street Extension shall be closed to traffic on May 12, 2017 from 3:00 p.m. to 7:30 p.m. and on May 13, 2017 from 6:00 a.m. to 6:00 p.m. (and for the same hours if the Festival is held on the Rain Date, May 14, 2017); and

**BE IT FURTHER ORDERED**, that vehicles in violation of the "no parking" signs in the Festival Area shall be towed at owner's expense; and

**BE IT FURTHER ORDERED**, that the Rappel for Rippleffect Festival area shall be closed to licensed street vendors as provided in §19-17 of the City Code; and

**BE IT FURTHER ORDERED**, that the City Manager is authorized to issue a revocable permit to Rippleffect, Inc. under §25-27 of the City Code to conduct said Festival, subject to the direction and control of the City Manager and to the following specific conditions:

1. Rippleffect, Inc. shall defend, indemnify and hold harmless the City of Portland, its officers and employees, from and against all claims arising out of or resulting from the Festival and/or use of City streets and property for said Festival, and shall procure and maintain public liability insurance in the minimum amount of \$400,000 per occurrence for personal or bodily injury, death or property damage and covering the obligation of indemnification hereunder. Rippleffect, Inc. shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance;

2. No alcoholic beverages may be sold on the streets or public property during the Festival within the Festival area, except in an enclosed Beer and Wine Garden for people 21-years-old and older, to be run and staffed by Rippleffect, Inc. with Public Assembly Facilities staff assisting to verify identification;
3. Conditions for use of grounds and requirements for food service, vending sales, and other items specified in a permit issued from the Public Assembly Facilities Division shall be adhered to;
4. Rippleffect, Inc. will reimburse the City for all expenses incurred by City departments for the Festival;
5. Rippleffect, Inc. shall have sole authority over participating vendors at the festival and may charge a fee to vendors for the opportunity to vend at the Rappel for Rippleffect Festival; and
6. In addition, the Department of Permitting and Inspections, Business Licensing Office shall charge the usual fees for licensing food vendors, street goods vendors, and other needed licenses for the Festival to those vendors the Rippleffect, Inc. has agreed shall participate; and

**BE IT FURTHER ORDERED,** that the City Manager is authorized to waive fees and to issue such other temporary licenses, including licenses for food service establishments, as may be required by the City Code, provided that all other applicable Code requirements for the operation of the Festival have been met.