

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 11 / 8 / 16

Date of meeting 11 / 16 / 16

*(City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month.)*

Name of Citizen, Organization, Elected Official, or Department Head making request:

Kim, Parks and Rec / POAC

Address: City Hall

Phone number and email address: 263-3674 / kwoodruff@sandpointidaho.gov

Authorized by: Kim

*name of City official*

*City official's signature*

*(Department Heads, City Council members, and the Mayor are City officials.)*

Subject: 2017 POAC Arts and Crafts Fair - City Beach Park

Summary of what is being requested: Authorization Mayor to sign agreement

**The following information MUST be completed before submitting your request to the City Clerk:**

1. Would there be any financial impact to the city?  Yes  No

If yes, in what way? cost for additional porta-potties and extra staffing (parks and lifeguards)

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Have they been contacted?  
Yes or No

Sent to all departments for review

Yes

3. Is there a need for a general public information or public involvement plan? Yes or No

If yes, please specify and suggest a method to accomplish the plan:  Yes  No

4. Is an enforcement plan needed?  Yes  No Additional funds needed?  Yes  No

5. Have all the affected departments been informed about this agenda item?  Yes  No

**This form must be submitted no later than 5 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.**

**ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM**

**CITY OF SANDPOINT  
AGENDA REPORT**

**DATE: 11/08/2016**

**TO: MAYOR AND CITY COUNCIL**

**FROM: Kim, Parks and Rec**

**SUBJECT: 2017 POAC Arts and Crafts Fair – City Beach Park**

**DESCRIPTION/BACKGROUND: Annual 2016 agreement updated for 2017**

**STAFF RECOMMENDATION: Authorize Mayor to sign agreement**

**ACTION: Authorize Mayor to sign agreement**

**WILL THERE BE ANY FINANCIAL IMPACT? no HAS THIS ITEM BEEN BUDGETED? n/a**

**ATTACHMENTS:**

**Agreement with “track changes” to communicate changes or edit from 2016 agreement.**

No: 16-  
Date: November 16, 2016

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: PEND OREILLE ARTS COUNCIL ARTS AND CRAFTS FAIR CITY BEACH  
USE AGREEMENT**

WHEREAS: The Pend Oreille Arts Council ("POAC") has requested use of Sandpoint City Beach for their annual Arts and Crafts Fair from Friday, August 11, 2017, through Sunday, August 13, 2017;

WHEREAS: The Sandpoint City Council has determined that it is in the best interest of the community to grant this request for this annual event; and

WHEREAS: The City has negotiated an agreement with POAC, wherein POAC will donate ten percent (10%) of the booth fees from the Arts and Crafts Fair, which funds will be placed in the Parks Improvement Fund and utilized toward capital improvement projects.

NOW, THEREFORE, BE IT RESOLVED THAT: The Mayor is hereby authorized, on behalf of the City, to execute the POAC Arts and Crafts Fair 2017 Agreement, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

\_\_\_\_\_  
Shelby Rognstad, Mayor

ATTEST:

\_\_\_\_\_  
Maree Peck, City Clerk

City Council Members:

YES                      NO                      ABSTAIN                      ABSENT

1. Eddy
2. Aitken
3. Williamson
4. Camp
5. Ruehle
6. Snedden

## POAC ARTS AND CRAFTS FAIR 20176 AGREEMENT

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THIS AGREEMENT is made and entered into by and between the CITY OF SANDPOINT, Bonner County, Idaho, a municipal corporation of the State of Idaho, hereinafter referred to as "CITY", and the PEND OREILLE ARTS COUNCIL, hereinafter referred to as "POAC".

### WITNESSETH:

That for and in consideration of the hereinafter set forth covenants and agreements to be performed by the parties hereto, it is hereby agreed as follows:

1) **AREA:** It is recognized and acknowledged by the parties hereto that POAC's annual Arts and Crafts Fair ("the Fair") enhances, increases, encourages and promotes the recognition and appreciation of local and regional crafts people and artisans. Therefore, CITY grants permission to POAC to use that area identified as "Exhibit Area" on the attached P.O.A.C Map ~~2016~~2017 ("Exhibit A") at the City Beach for the Fair.

2) **TERM:** CITY does hereby grant permission for POAC to use the Exhibit Area for the Fair from ~~12:00 noon~~8 A.M., Friday, August ~~11~~12, 20176, through ~~4:59~~10 P.M. Sunday, August ~~13~~14, 20176, inclusive. POAC is granted authorization, without limit of booth numbers, to occupy City Beach per Exhibit A with red indicating booth locations permitted. It is further understood that, for public safety ingress / egress, all shown breaks will measure 8 feet of unencumbered space at the minimum and that all main aisles will measure minimum of 20 feet of unencumbered space.

3) **INSURANCE:** POAC shall, at POAC's own expense, obtain a policy or contract of insurance or comprehensive liability plan, which policy, contract or plan shall provide that the insurance carrier pay on behalf of the insured governmental entity or its employees to a limit of not less than One Million Dollars (\$1,000,000) for bodily or personal injury, death, or property damage, or loss as a result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Said insurance policy shall name CITY as an additional insured. A copy of a certificate of insurance shall be provided to the Parks and Recreation Department by POAC at least five (5) days prior to the opening of the Fair. Such policy, plan, or contract of insurance shall, at all times during the term of this Agreement, be kept in full force and effect. Such policy or policies shall conform to the provisions of Idaho Code § 6-924.

4) **INDEMNIFICATION:** POAC agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of POAC, POAC's agents, employees, or representatives under this Agreement.

5) **DEPOSIT AND CLEANING DEPOSIT:** POAC shall deposit with the Parks and Recreation Department, not less than five (5) days prior to the opening of the Fair, the sum of Five Hundred Dollars (\$500) for a damage and cleaning deposit. Said sum shall be held and maintained by CITY until the end of the term of this Agreement and the departure of POAC from City Beach, at which time the Parks Supervisor shall cause an inspection to be made, and if there is no damage noted beyond normal and expected wear and tear, said deposit shall be returned to POAC forthwith.

6) **SECURITY:** POAC agrees to provide adequate security, at no cost to the CITY, to protect their property and the property of their exhibitors and to review such plan with the Chief of Police. Further, POAC shall employ, at no cost to CITY, at least two (2) private security officers to control parking, maintain order, and enforce rules, regulations, and City laws during set-up and the actual event. Only qualified reserve officers will have the power to issue citations or remove illegally parked vehicles. A copy of the beach parking scheme shall be provided to the CITY at the time of signing this Agreement.

7) **EMERGENCY VEHICLE PROVISION:** All ingress and egress travel lanes shall remain open at all times to allow access of emergency vehicles.

8) **ELECTRICITY:** POAC agrees to provide, at its own expense and under the direction of the City's Parks Supervisor and Safety Officer, such electrical hookups as are needed for the event. All electrical power used by POAC and their exhibitors shall be paid for by POAC.

9) **MAINTENANCE:** POAC acknowledges and recognizes that the Fair will create an added waste and debris disposal problem. Therefore, POAC agrees to provide a sanitation force sufficient to maintain a clean, safe, and sanitary condition of the area during the Fair. Said sanitation force shall be responsible for gathering, collecting, and disposing of all debris, litter, and waste. POAC shall provide, at no cost to CITY, additional trash receptacles to be emptied at least daily. Further, POAC shall provide a clean-up crew to restore the area to its original condition at the conclusion of the event. POAC also agrees to provide a minimum of six (6) portable toilets to be placed at the direction of the Parks Supervisor and to be emptied at least daily.

10) **HEALTH INSPECTION:** Prior to the commencement of the Fair, POAC shall obtain the applicable and necessary inspection, certificate, and permit from the Panhandle Health District to allow the sale and distribution of food items on the premises to be used pursuant to this agreement during the term of this Agreement.

11) **PROHIBITED ACTIVITIES:** POAC shall ensure that its members and all exhibitors shall comply with all laws found in the City Code of Sandpoint, Idaho, as well as county and state laws, including, but not limited to, the prohibition of alcoholic beverages, glass containers, dogs, and overnight camping at City Beach, Windbag Park, and Sand Creek Park. POAC acknowledges that the closure of City Beach each night shall be from 10:00 P.M. through 4:00 A.M. each day.

12) **ASSIGNMENT:** POAC shall not assign, sell, transfer, or set over unto any other person, persons, business, or group thereof, any or all of the said rights to use said property or any interest in said property or rights acquire hereunder without the prior written approval of CITY, other than, concessions booths relating specifically to the Fair.

13) **INSPECTIONS:** POAC agrees to allow the City Police Chief, Fire Chief, and the Parks Supervisor, or designated representatives, to make periodic inspections. All tents, canopies, enclosures, shelters and other membrane structures shall comply with the International Fire Code Chapter 2431. A copy of the relevant sections is attached hereto as attachment "B".

14) **PARKING:** POAC acknowledges the shortage of parking area at City Beach, Windbag Park, and Sand Creek Park. To help alleviate this problem, POAC will insure that all exhibitors will remove their vehicles to an area other than the City Beach, Windbag Park, and Sand Creek Park parking areas for the duration of the Fair. POAC shall provide a copy of its specific parking plan to the Parks and Recreation Department at least five (5) days prior to the opening of the Fair. Exhibitors and

vendors must exit to off-Park designated parking no later than 9:00 a.m., with violators subject to tow or ticket.

15) **CONSIDERATION:** Consideration for the use of the Exhibit Area shall be a donation of ten percent (10%) of the event's booth fees, with said funds to be placed in the Parks Improvement Fund and utilized towards capital improvement projects. POAC shall remit the donation to the Parks and Recreation Department.

16) **DEFAULT:** Upon violation of any of the terms or conditions of this Agreement, or upon any noted default or deficiency, CITY shall be entitled to terminate this Agreement, in writing, immediately, at which time the event, including all people and equipment, must be removed.

17) **TIME IS ESSENCE:** Time is of the essence of this Agreement, and this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their officers, agents, assigns, heirs and representatives.

DATED this 6<sup>th</sup> day of January, 2017

CITY OF SANDPOINT

PEND OREILLE ARTS COUNCIL

By: Shelby Rognstad  
~~Carrie Logan~~, Mayor

By: \_\_\_\_\_

(print name)

ATTEST:

\_\_\_\_\_  
Maree Peck, City Clerk

\_\_\_\_\_  
(title)

DESIGNATED REPRESENTATIVE FOR POAC

NAME: Hannah Combs EMAIL: poactivities@gmail.com

Mailing Address: P.O. Box 1694 Sandpoint ID

Exhibit "A"



Exhibit "B"

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INTERNATIONAL FIRE CODE

CHAPTER 24

Tents and Other Membrane Structures

SECTION 2401—GENERAL

2401.1 Scope.

Tents and membrane structures shall comply with this chapter. The provisions of Section 2403 are applicable only to temporary tents and membrane structures. The provisions of Section 2404 are applicable to temporary and permanent tents and membrane structures.

SECTION 2402—DEFINITIONS

2402.1 Definitions.

The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein.

**TENT.** A structure, enclosure or shelter, with or without sidewalls or drops, constructed of fabric or pliable material supported by any manner except by air or the contents that it protects

2403.9 Anchorage required.

Tents or membrane structures and their appurtenances shall be adequately roped, braced and anchored to withstand the elements of weather and prevent against collapsing. Documentation of structural stability shall be furnished to the fire code official on request.

2404.7 Open or exposed flame.

Open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet (6096 mm) of the tent or membrane structures while open to the public unless approved by the fire code official.

2404.15.5 Cooking tents.

Tents with sidewalls or drops where cooking is performed shall be separated from other tents or membrane structures by a minimum of 20 feet (6096 mm).

2404.15.6 Outdoor cooking.

Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 feet (6096 mm) of a tent or membrane structure.

2404.15.7 Electrical heating and cooking equipment.

Electrical cooking and heating equipment shall comply with NFPA 70.

2404.16 LP gas.

The storage, handling and use of LP gas and LP gas equipment shall be in accordance with Sections 2404.16.1 through 2404.16.3.