

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 11 / 8 / 16

Date of meeting 11 / 16 / 16

(City Council meetings are held the 1st and 3rd Wednesday of each month.)

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

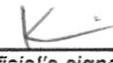
Kim, Parks and Rec / Lions Club

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: Lions independence Day Agreement - City Beach

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 or 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:

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

5. Have all the affected departments been informed about this agenda item? **Yes or 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 Lions Independence Day Agreement – 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? yes HAS THIS ITEM BEEN BUDGETED? yes

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: LIONS CLUB INDEPENDENCE DAY EVENT AT CITY BEACH AGREEMENT

WHEREAS: The Sandpoint Lions Club has requested use of City Beach to hold its annual Independence Day festivities in 2017;

WHEREAS: The City of Sandpoint recognizes and greatly appreciates the efforts expended by all members of the Sandpoint Lions Club to provide the entire community with a traditional Independence Day celebration; and

WHEREAS: The City of Sandpoint has negotiated an agreement with the Sandpoint Lions Club, wherein the Club has agreed to donate ten percent (10%) of net concession sales, which funds will be placed in the Parks and Recreation Youth Scholarship Fund (specifically, Fund 06-23117, a dedicated fund for financial assistance to youth in need) to offset expenses for City-sponsored programs.

NOW, THEREFORE, BE IT RESOLVED THAT: The Mayor is hereby authorized, on behalf of the City, to execute the agreement with the Sandpoint Lions Club, 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

AGREEMENT

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 SANDPOINT LIONS CLUB, hereinafter referred to as "CLUB".

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, to-wit:

1. **AREA:** CITY does hereby grant to CLUB permission to use City Beach Park to hold their annual Independence Day activities ~~and variety show.~~

2. **TERM:** CITY does hereby grant to CLUB permission to use said designated area for the Independence Day activities ~~and variety show~~ from 9:00 A.M. through 11:59 P.M. on ~~Monday Tuesday~~, July 4, 2016~~7~~, inclusive, including set up and take down time.

3. **INSURANCE:** CLUB shall be required to provide proof of liability insurance in the amount of at least \$1,000,000, pursuant to Idaho Code § 6-924, with a company authorized to do business within the State of Idaho, insuring the public against any loss or damage which may result to any person or persons from the operation of said activity. Said insurance policy shall carry a rider naming the CITY OF SANDPOINT as an additional insured. CLUB shall provide a certificate of insurance to the Parks and Recreation Department at least five (5) days prior to the event. Such policy, plan or contract of insurance shall, at all times during the term of this Agreement, be kept in full force and effect.

4. **DEPOSIT:** CLUB shall deposit with the Parks and Recreation Department, **not less than five (5) days prior to the opening of the event**, the sum of **FIVE HUNDRED DOLLARS (\$500)** as and for a damage deposit for damage caused by the Lions Club (not general public). Deposit is refundable upon approval of the City of Sandpoint.

5. **PARKING:** CLUB acknowledges the shortage of parking area at City Beach and will work closely with the Police Chief and the Parks and Recreation Department to insure that CLUB vehicles, temporary structures, and equipment do not interfere with vehicles movement in the parking lot. all ingress and egress travel lanes remain open at all times. A copy of the beach parking scheme shall be provided to CLUB at the time of the signing of this Agreement

~~5.~~

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6. **EMERGENCY PERSONNEL:** CLUB shall ~~facilitate and arrange for~~ have emergency personnel available on call throughout the term of this Agreement.

7. **SECURITY:** CLUB shall coordinate activities with the Police Chief and Fire Chief.

8. **ELECTRICITY:** CLUB agrees to provide, at its own expense and under the direction of the City's Parks and Recreation Director and safety officer, such electrical hookups as are needed for the event.

9. **MAINTENANCE:** CITY shall provide six (6) portable toilets during the celebration to be placed at the direction of the Parks and Recreation Director.

10. **CONCESSIONS / HEALTH INSPECTION:** Any and all concession offerings, aside from the City of Sandpoint operated concessions, shall conduct business and operate under the auspices of CLUB and are limited to CLUB, Sandpoint High School Athletics, Eagles, Elks, and Rotary or as approved by Director of Parks and Recreation. Prior to the commencement of the Independence Day activities, CLUB shall obtain the applicable and necessary insurance riders, inspection, certificates, and permits 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 for all CLUB operations.

11. **PROHIBITED ACTIVITIES:** CLUB shall ensure that its members and all exhibitors shall comply with all Sandpoint City, County and State laws, including but not limited to, the prohibition of alcoholic beverages, glass containers, dogs and overnight camping at the City Beach.

12. **ASSIGNMENT:** CLUB 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 interest in said property or rights acquire hereunder without the prior written approval of CITY.

13. **INSPECTIONS:** CLUB agrees to allow the City Police Chief, Fire Chief and the Parks and Recreation Director, or their designated representatives, to make periodic inspections to insure that all fire and safety codes and all provisions of this Agreement are adhered to prior to and throughout the event.

14. **INDEMNIFICATION:** CLUB agrees to indemnify, defend, and hold harmless CITY, and 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 CLUB, CLUB's agents, employees, or representatives under this Agreement.

15. **CONSIDERATION:** Consideration for the use of the City Beach Park shall be a donation of ten percent (10%) of net gross concession sales, said funds to be placed in the Parks and Recreation Youth Scholarship Fund (specifically, Fund 06-23117, a dedicated fund for financial assistance to youth in need) to offset expenses for CITY sponsored programs. Donation shall be submitted 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 insure to the benefit of the parties hereto, their officers, agents, assigns, heirs and representatives.

DATED this 6th day of January, 2016.

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CITY OF SANDPOINT

SANDPOINT LIONS CLUB

Carrie Logan Shelby Rognstad, Mayor

By: Frank Visger John Gausey, Vice President

ATTEST: _____
Maree Peck, City Clerk

DATE: _____

DESIGNATED REPRESENTATIVE FOR LIONS CLUB

NAME: —Frank Visger EMAIL: fvisger1@gmail.com 627-2932

Mailing Address: Sandpoint Lions Club – P.O. Box 414 – Sandpoint, ID 83864

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