

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 / Sandpoint Chamber of Commerce

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 Chamber Summer Sampler Agreement - Farmin Park

Summary of what is being requested: Authorization for 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? Facility use fees

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 or No Yes No Additional funds needed? Yes or No Yes No

5. Have all the affected departments been informed about this agenda item? Yes or No 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: Agreement for Chamber of Commerce Summer Sampler 2017 – June 29, 2017

DESCRIPTION/BACKGROUND: Annual event – Farmin Park

STAFF RECOMMENDATION: Authorize Mayor to sign agreement

ACTION: Authorize Mayor to sign agreement

WILL THERE BE ANY FINANCIAL IMPACT? 20 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: FARMIN PARK LEASE AGREEMENT WITH GREATER SANDPOINT
CHAMBER OF COMMERCE FOR SUMMER SAMPLER**

WHEREAS: The Greater Sandpoint Chamber of Commerce has submitted a request to the Parks and Recreation Director to hold the annual Summer Sampler event on June 29, 2017, in Farmin Park, which falls under City Code 7-10-3-B, a "Category 2" special event (more than 150 people expected), requiring City Council approval;

WHEREAS: A written lease agreement between the City and the Greater Sandpoint Chamber of Commerce has been prepared and has been reviewed and approved by the City Attorney; and

WHEREAS: The lease includes a payment of \$300 by the Chamber for its use of the park.

NOW, THEREFORE, BE IT RESOLVED THAT: The Mayor is hereby authorized, on behalf of the City, to execute the lease agreement with the Greater Sandpoint Chamber of Commerce, 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

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KNOW ALL MEN BY THESE PRESENT:

That the **CITY OF SANDPOINT**, a municipal corporation of the State of Idaho, hereinafter referred to as "**City**", does hereby lease and set over unto **GreaterSandpoint Chamber of Commerce (GSCOC)** a certain parcel of real property owned by **City**, situated in the City of Sandpoint, Bonner County, Idaho, for the occupancy and use thereof by **GSCOC**, subject to the considerations covenants, restrictions and agreements hereinafter set forth.

I
PREMISES LEASED

The parcel of real property is described as follows, to wit: Farmin Park within sidewalk boundary. See Attachment "B".

II
TERM

The terms of this Lease shall begin from 2:00p.m. on June 30, 2017. The terms of this Lease will cease after 9:30 p.m. on June 30, 2017.

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III
CONSIDERATION

GSCOC shall, in consideration thereof, pay unto **City** the sum of \$300.00. Payment shall be made to **City** on or before July 7th, 2017. **GSCOC** shall deliver payment to the Parks and Recreation Department.

IV
UTILITIES

The parties hereby acknowledge and agree that **GSCOC will use power available at Farmin Park**. **City** shall provide the use of all the structures and lighting within the park area as necessary during the fundraising event.

V
INSURANCE

GSCOC shall provide proof of general liability insurance 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 and presentation by **GSCOC**. Said insurance policy shall name **City** as an additional insured. A Certificate of Insurance shall be provided to the Parks and Recreation Department by **GSCOC** not less than five (5) days prior to the

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commencement of the occupation and use of said premises by **GSCOC**. Such policy, plan and contract or insurance shall, at all times, be kept in full force and effect during the term of this Lease. Said insurance policy shall provide liability insurance of not less than One Million Dollars (\$1,000,000).

GSCOC specifically acknowledges that **City** does not maintain and shall not maintain any fire, casualty, hazard or liability insurance whatsoever to protect the property of **GSCOC**.

VI
SECURITY

GSCOC shall provide adequate security at no cost to **City** to protect the property of **City** and the property of **GSCOC**.

GSCOC shall permit public access and egress via sidewalks. They will fence off Farmin Park and create entrances/exits, which will be staffed in order to check ID cards.

GSCOC shall develop a security services plan with the Police Chief for the duration of the event and will receive his approval, in writing, regarding the security services plan. The Sandpoint Police Department and any other sworn law enforcement agency assisting the Sandpoint Police Department shall have complete access to the site at any time. This access will follow established rules and protocols, as established under the United States Constitution, Idaho State Constitution and Idaho Statutes.

GSCOC shall exercise and provide site security during the duration of the event. **GSCOC** security services and personnel shall exercise control measures concerning occupants of the premises within their capabilities. **City's** Police Officers will be patrolling the area and providing additional assistance.

Vii
MAINTENANCE

GSCOC acknowledges and recognizes that it shall create an added waste and debris disposal problem. **GSCOC** agrees to provide a sanitation force sufficient to maintain a clean, safe and sanitary condition of the premises during **GSCOC** occupancy and use of such premises. Said sanitation force shall be responsible for gathering, collecting and off-site disposal of all debris, litter and waste (including contents of all garbage cans) no later than 9:30pm, June 30, 2016. **GSCOC** shall provide, at no cost to **City**, such trash containers, dumpsters and other debris storage facilities as required by and approved by the Parks Supervisor of the **City**.

GSCOC shall provide containers for recycling paper, glass and aluminum for use by guests, vendors and entertainers.

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GSCOC agrees to use best practice management to minimize wear on the natural field turf and park facility.

VIII
CONCESSIONS

City grants permission to **GSCOC** to have in place and operate booths offering food, beer and wine for sale to the public during the occupancy of said premises. **GSCOC** shall be responsible for obtaining catering permits required by **City** pursuant to the applicable statutes and regulations of the State of Idaho.

GSCOC will make arrangements and accommodations for the proper disposal of all waste liquids, hot or otherwise, taking special care to protect the natural field turf.

GSCOC will work with the Chief of Police to design appropriate signage and announcements concerning consumption of intoxicating beverages or any illegal controlled substance.

All tents, canopies, enclosures, shelters and other membrane structures shall comply with the International Fire Code Chapter 3124. ~~A copy of the relevant sections is attached hereto as Attachment "A".~~

IX
ACTIVITIES

GSCOC shall be solely responsible to ensure that all activity is performed in compliance with the provisions of Idaho Code and the requirements of such agency as may have jurisdiction concerning said activity. **GSCOC** shall not operate their event later than 9:30 p.m.

X
ASSIGNMENT

GSCOC shall not assign, sell, transfer or set over unto any other person, persons, business or group thereof, any or all of the rights to use said premises or any interest in said premises or property or any of the rights acquired hereunder without the prior written approval of **City**.

XI
HOLD HARMLESS

GSCOC shall hold harmless and blameless **City, its agents and employees** from any claim, demand, or other liability that should arise from the use of the premises above described during the term as set forth in this lease except as the same may arise from the gross negligence of **City**.

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XII
DEFAULT

Upon any noted ~~default~~, deficiency or violation of this Lease, **City** shall notify **GSCOC** in writing of such ~~violation~~ and shall extend reasonable time to address said deficiency.

XIII
TERMINATION

At the end and conclusion of the term of this Lease, **GSCOC** shall vacate the above described premises and shall insure that all of the property of **GSCOC**, its members, officers, agents, and employees are removed from the above described premises. **City** shall not be required to give any notice of termination or expiration of the term of this lease nor take any action whatsoever prior to reentering and occupying said premises at the termination of this lease. **GSCOC** shall surrender said premises in good condition, without damage or waste, except for normally expected wear and tear. **GSCOC** agrees to pay **City** an additional \$500 per day for each day **GSCOC** has faulted to fully vacate the site after expiration of this Lease.

XIV
LIEN, DEBT AND INDEBTEDNESS PROHIBITED

Neither **GSCOC**, nor any of its officers, directors, members, agents, assigns, and employees shall incur any lien, debt, or indebtedness upon said premises or property of **City**.

XV
MAXIMUM ATTENDANCE

The maximum allowable attendance at the fund raiser shall be 250 persons at any one time, pursuant to the self-imposed limits established by **GSCOC**.

XVI
DAMAGE CLEANING DEPOSIT

GSCOC shall deposit with **City** the sum of Three Hundred Dollars \$300 with the Parks and Recreation Department as damage and cleaning deposit 5 business days prior to entry upon FarminPark pursuant to this Lease. Said sum shall be deposited by **City** until the end of the term of this Lease and the departure of **GSCOC** from Farmin Park, 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 refunded to **GSCOC** forthwith.

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XVII
ATTORNEY FEES

If it becomes necessary for either party to enforce the terms of this Lease, the prevailing party shall be entitled to recover reasonable attorney fees and costs in addition to any other damages.

XVIII
TIME IS ESSENCE

Time is of the essence of this Lease.

CITY OF SANDPOINT

GSCOC

BY: _____
~~Carrie Logan~~ Shelby Rognstad, Mayor

BY: _____
KATE MCALISTER, President/CEO

DATE: _____

DATE: _____

ATTEST:

ATTEST:

Maree Peck, City Clerk

~~Kim Queen~~

DESIGNATED REPRESENTATIVE FOR SUMMER SAMPLER

NAME: _____ EMAIL: _____

Mailing Address: _____

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Attachment "A"
INTERNATIONAL FIRE CODE
CHAPTER 24
Tents and Other Membrane Structures

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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.~~

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Attachment "B"

