

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 11 / 29 / 16

Date of meeting 12 / 7 / 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:

Scot Campbell, City Attorney

Address: City Hall

Phone number and email address: 208-263-0534 scampbell@sandpointidaho.gov

Authorized by: Scot Campbell

name of City official

City official's signature

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

Subject: Agreement with Bonner County for Kitchen Equipment

Summary of what is being requested: City surplused the kitchen equipment from the former Community Kitchen. An agreement to transfer the equipment is necessary prior to actual hearing and transfer to Bonner County for a kitchen at the fairgrounds.

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 [] [x]
If yes, in what way?

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

3. Is there a need for a general public information or public involvement plan? Yes or No [] [x]
If yes, please specify and suggest a method to accomplish the plan:

4. Is an enforcement plan needed? Yes or No [] [x] Additional funds needed? Yes or No [] [x]

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

This form must be submitted no later than 6 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: November 30, 2016

TO: MAYOR AND CITY COUNCIL

FROM: Scot Campbell, City Attorney *SCC*

SUBJECT: Kitchen Equipment Transfer to Bonner County

DESCRIPTION/BACKGROUND:

Kitchen equipment was removed from the BBC and City Council has surplussed it. Discussion has been ongoing with Bonner County for the County to install the equipment at the fairgrounds and create a multipurpose/commercial kitchen. This agreement is a necessary step in the transfer process.

STAFF RECOMMENDATION:

Approve the agreement with Bonner County to transfer the kitchen equipment

ACTION:

After both the City and County sign the agreement, the agreement/proposed action is noticed in the newspaper and a hearing on whether or not to transfer the equipment is scheduled.

WILL THERE BE ANY FINANCIAL IMPACT? No

HAS THIS ITEM BEEN BUDGETED? No

ATTACHMENTS:

Agreement to Transfer Personal Property – Kitchen Equipment

No: 16-
Date: December 7, 2016

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AGREEMENT TO TRANSFER KITCHEN EQUIPMENT TO BONNER COUNTY

WHEREAS: In 2014, under Resolution No. 14-46, the City declared as surplus the kitchen equipment previously installed at the former Bonner Business Center;

WHEREAS: This declaration allowed for the donation of the equipment to another unit of government;

WHEREAS: At this time, the City desires to transfer ownership of this personal property to Bonner County;

WHEREAS: Bonner County has indicated its desire to accept this donation from the City, as it seeks to install the equipment at the Fairgrounds in order to create a multipurpose/commercial kitchen; and

WHEREAS: Upon agreement between the City and the County, a public hearing will be held and a final decision will be made regarding the transfer.

NOW, THEREFORE, BE IT RESOLVED THAT: The Mayor is hereby authorized, on behalf of the City, to execute the Agreement to Transfer Personal Property – Kitchen Equipment, 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 TO TRANSFER PERSONAL PROPERTY KITCHEN EQUIPMENT

This Agreement to Transfer Personal Property is made pursuant to Idaho Code §§ 67-2322 to 67-2324, and entered into on this ____ day of _____, 20____, between the City of Sandpoint, by and through its City Council (hereinafter “City”), and Bonner County, by and through its Board of Commissioners (hereinafter “County”), both parties being bodies politic and corporate of the State of Idaho.

WITNESSETH

1. Whereas, under Resolution No. 14-46, on the 17th day of September 2014, the City found that the personal property described below was no longer useful to the City within the meaning of Idaho Code § 67-5722 and not necessary to the use of the City in meeting its statutory duties and responsibilities within the meaning of Idaho Code § 67-5732A;

2. Whereas, Idaho Code §§ 67-2322 to 67-2324 authorize the City to transfer personal property to another such unit of government or to the United States, State of Idaho, any city village with or without consideration. Idaho Code §§ 67-2323 to 67-2324 require that, prior to such transfer, a written agreement shall be made between units of government or districts for the transfer of personal property from one to the other with or without consideration; and

3. Whereas, both the City and the County desire to enter into such an agreement.

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. General Provisions

A. The City agrees to transfer to the County the below-described personal property without consideration:

SEE EXHIBIT “A”

B. The County agrees to accept the transfer of the above-described personal property without consideration.

C. The County agrees to continue to operate and maintain the kitchen equipment for county purposes and to make the equipment available to the public at times and upon reasonable conditions as determined by the County.

D. The City and the County agree that the personal property is transferred “AS IS”, and the City does not, in any way, expressly or impliedly, give any warranties. **THE CITY DISCLAIMS ANY IMPLIED WARRANTIES OF THE MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR USE.**

E. The County shall pay all transfer fees incident to this sale and shall reimburse the City, if the City pays them.

F. The City shall publish notice of this Agreement pursuant to the requirements set forth in Idaho Code §§ 67-2323 to 67-2324. Idaho Code §§ 67-2323 to 67-2324 provide that Notice of the general terms of the agreement shall be published for two (2) consecutive days in the newspaper printed of general circulation in the county or counties in which such respective units are located and having general circulation with such county or counties. It also requires that the Notice shall give the time and place of the next regular or special meeting of each respective unit, at which time the governing board of such units propose to ratify such an agreement. The City shall provide a copy of the affidavit of publication to the County or other evidence that provides proof of publication within seven (7) days from the last date of publication.

G. Each party to this Agreement shall provide to the other, minutes or other documents evidencing that each party’s governing board has ratified this Agreement. Each party shall provide such documents within fourteen (14) days from the date of the meeting where the board ratified this Agreement.

2. Integrated Agreement

This Agreement constitutes the entire agreement of the parties relating to the kitchen equipment. The parties acknowledge and agree that any oral agreements made between the parties which are not made part of this writing shall not be binding nor construed to be a part of the agreement.

Signed by the City of Sandpoint on this ____ day of _____, 20____.

CITY OF SANDPOINT

ATTEST:

BY: _____
Shelby Rognstad, Mayor

BY: _____
Maree Peck, City Clerk

Signed by Bonner County Board of Commissioners on this ____ day of _____, 20____.

BONNER COUNTY COMMISSIONERS

ATTEST: Michael Rosedale

BY: _____
Cary Kelly, Chairman

BY: _____

EXHIBIT A

<u>Kitchen Equipment</u>	<u>Mfg.</u>	<u>Model</u>	<u>Serial</u>
Bun Rack w/Shelves	N/A	N/A	N/A
Electronic Scale	Brecknell	B120	5120000045
Baking Trays	N/A	N/A	N/A
Proofing Cabinet	Metro	C175N	PM2X500
Rubbermaid cart	Rubbermaid	4505	N/A
Rubbermaid cart	Rubbermaid	4525	N/A
Stool	N/A	N/A	N/A
Food Processor	Hobart	FP41	76-1020427
Freezer, Walk-in	Heatcraft	N/A	16110-C
Cooler, Walk-in	Heatcraft	N/A	N/A
Bottle Filler	Hinds-Bock	SP64	N/A
Kettle, Steam Jacketed-Tilt, Pedestal	Vulcan	VELT40	N/A
Mixer, 20 quart	Welbilt	W-20-A	901100003
Mixer, 60 quart	Welbilt	W-60-A	011912-1
Mixer,/Cutter, Vertical w/ Bowl 8 quart	Hobart	N/A	31-1210-074
Oven, Convection, Double Deck	Vulcan	SG-1010T(78)	N/A
Oven, Convection, Double Deck	Garland	N/A	N/A
Pot Rack	N/A	N/A	N/A
Adjustable shelf units for freezer and cooler	N/A	N/A	N/A
Stove, 6 burner w/ oven	Vulcan	36-L	48042516
Stainless steel work table w/middle mount shelf	N/A	N/A	N/A
Stainless steel work tables	N/A	N/A	N/A
Platform truck utility cart	N/A	N/A	N/A
Brazier, Electric	Vulcan	E-23-0	7037842
Juicer/Pulp Extractor	Robot Coupe	C80	C0390111603
Step Ladder	N/A	N/A	N/A
Immersion Blender	Waring	WSB	071128K
Air Compressor	Husky	BT631403AJ	42497
Two compartment stainless steel sink w/2 sides	N/A	N/A	N/A
Three compartment stainless steel sink w/1 side	N/A	N/A	N/A
Hand sink	N/A	N/A	N/A
towel dispensers	N/A	N/A	N/A
Can Opener	Edlund	N/A	N/A
Dishwasher	CMA	C2	109985