

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 04 / 10 / 18

Date of meeting 04 / 18 / 18

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

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

City Clerk Maree Peck

Address: 1123 Lake St Sandpoint ID 83864

Phone number and email address: 208-263-3310 mpeck@sandpointidaho.gov

Authorized by: Maree Peck

name of City official

City official's signature

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

Subject: Farmin Park Lease Agreement for Summer Sampler Event

Summary of what is being requested: request approval of the revised 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? _____

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

Greater Sandpoint Chamber of Commerce

Yes

Public Safety

Yes

Parks Department

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** Additional funds needed? **Yes or No**
 Yes 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 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: April 10, 2018

TO: MAYOR AND CITY COUNCIL

FROM: City Clerk Maree Peck

SUBJECT: Farmin Park Lease Agreement with Greater Sandpoint Chamber of Commerce for Summer Sampler Event

DESCRIPTION/BACKGROUND:

A meeting between Summer Sampler event organizers and City staff was held on March 22, 2018. There was review of last year's agreement with no significant changes. Revisions made to this year's agreement is adding language under the Utilities Section that clarifies the requirement for the event organizers to schedule an on-site meeting with the City's Parks Supervisor to discuss power at least 10 business days prior to the event. The map has been revised to reflect areas of the park for entrance ID and exit ID.

STAFF RECOMMENDATION:

That City Council approve the revised agreement

ACTION:

That City Council approve and adopt the proposed resolution

WILL THERE BE ANY FINANCIAL IMPACT? No HAS THIS ITEM BEEN BUDGETED?

ATTACHMENTS:

Proposed Resolution – Farmin Park Lease Agreement with Greater Sandpoint Chamber of Commerce for Summer Sampler

Proposed 2018 Summer Sampler Lease

No: 18-
Date: April 18, 2018

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 hold the annual Summer Sampler event on June 28, 2018, 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 \$330 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. Ruehle
5. Aispuro
6. Darling

**2018 SUMMER SAMPLER LEASE
CITY OF SANDPOINT AND GREATER
SANDPOINT CHAMBER OF COMMERCE**

KNOW ALL MEN BY THESE PRESENTS:

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 **Greater Sandpoint 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 “A”.

**II
TERM**

The terms of this Lease shall begin from 2:00p.m. on June 28, 2018. The terms of this Lease will cease after 9:30 p.m. on June 30, 2018.

**III
CONSIDERATION**

GSCOC shall, in consideration thereof, pay unto **City** the sum of \$330.00. Payment shall be made to **City** on or before July 5th, 2018. **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. **GSCOC is responsible for scheduling an on-site meeting with the City’s Parks Supervisor to discuss access to power at least ten (10) business days prior to the 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 City Clerk by **GSCOC** not less than 10 (10) days prior to the 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, 2018. **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.

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 31.

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**.

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 ~~ten~~ (10) business days prior to entry upon Farmin Park 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.

**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 OF THE ESSENSE**

Time is of the essence of this Lease.

CITY OF SANDPOINT

**GREATER SANDPOINT CHAMBER
OF COMMERCE**

BY: _____
Shelby Rognstad, Mayor

BY: _____
Kate McAlister, President/CEO

DATE: _____

DATE: _____

ATTEST: _____

ATTEST: _____

Maree Peck, City Clerk

DESIGNATED REPRESENTATIVE FOR SUMMER SAMPLER

NAME: Kate McAlister EMAIL: kate@sandpointchamber.com

MAILING ADDRESS: _____

PHONE: 208-263-2161

