

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 8/8/17

Date of meeting 8/16/17

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

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

SANDPOINT COMMUNITY RESOURCE CENTER

Address: 231 N 3rd Ave Box 2522 SANDPOINT ID 83864

Phone number and email address: (208) 299-1840

Authorized by: Kim Woodruff

name of City official

City official's signature

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

Subject: ANNUAL SOUP TENDER EVENT

Summary of what is being requested: 2016 WAS FIRST EVENT LOOKING FOR SECOND APPROVAL FOR 2017 EVENT REFER TO 2016 DISCUSSION

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: SANDPOINT COMMUNITY RESOURCE CENTER PARTICIPANTS ATTENDEES. Have they been contacted? Yes or No YES.

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: ADVERTISEMENTS AND PROMOTIONAL CAMPAIGN

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:** 8/08/2017

**TO:** MAYOR AND CITY COUNCIL

**FROM:** Kim, Parks and Rec 

**SUBJECT:** Annual Souptember Event – sponsored by Sandpoint Community Resource Center

**DESCRIPTION/BACKGROUND:**

With Council authorization this will be the second year for this event. Hosted in Farmin Park, Souptember is scheduled for Thursday, September 21 from 2pm to 10pm. The event anticipates less than the 150 participants requiring Council approval but they do wish a beer and wine garden ... which does require Council action.

**STAFF RECOMMENDATION:**

Council approval of proposed lease with authorization for Mayor to sign for City.

**ACTION:** Same as above

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

**ATTACHMENTS:**

Proposed "2017 Lease – Sandpoint Community Center"

No: 17-  
Date: August 16, 2017

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: FARMIN PARK EVENT LEASE AGREEMENT WITH SANDPOINT  
COMMUNITY RESOURCE CENTER FOR SOUPTEMBER FALL FEST**

WHEREAS: The Sandpoint Community Resource Center (SCRC) has submitted a request to the Parks and Recreation Director to hold their SoupTember Fall Fest event on Thursday, September 21, 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 SCRC has been prepared and has been reviewed and approved by the City Attorney; and

WHEREAS: The lease includes a payment of \$300 by SCRC 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 Sandpoint Community Resource Center, 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				

# PARKS ACTIVITIES REQUEST FORM

SPONSOR: Sandpoint Community Resource Center DATE SUBMITTED: 5-5-17

INDIVIDUAL IN CHARGE: Shanna Yarbrough P&R Program? Yes or No  No  
Please notify P&R if the individual in charge changes and provide new contact information for billing purposes.

CONTACT PHONE: (208) 301-4068 E-MAIL: syarbrough@mountainwestbank.com

CIRCLE FACILITIES YOU ARE REQUESTING: Memorial, Lakeview, Sport Complex, Old Ninth Grade Center, Pine St. Field, City Beach, Farmin Park and Humbird Mill Trail Head

### CHECK THE AMENITIES YOU PLAN TO USE:

**Memorial:**  Field  Ticket Booth,  Field Lights,  Field House,  Locker Rooms,  Grandstands,  S.W. Restrooms,  Football Concessions Building,  Football/Soccer score board,  Baseball score board,  Baseball Concessions Building,  Dugout **ONSITE MEET WITH AUSTIN PRIOR TO EVENT FOR POWER ETC. IF NEEDED: 208-610-4453**

**Lakeview:**  Picnic Shelter,  Tennis Courts,  Green Space

**Sport Complex:**  Travers Field 1, 2, 3, and or 4,  Travers Concessions Bldg.,  Travers Tennis Courts,  Travers Storage,  Centennial,  Great Northern \*CONTACT JASON FOR USE OF TRAVERS CONCESSION: 208-263-3371

**Pine Street Park:**  Basketball Courts,  Baseball Field

**City Beach:**  Beach Hut,  Green space,  Tennis Courts,  Sand Volleyball Pits,  Basketball Court  Cul-de-sac

**Farmin Park:**  Green Space,  Bandstand,  Electric Outlets,

Requesting to offer intoxicating beverages for sale on site at Farmin Park or Memorial Field

DATE (S) REQUESTED: September 21, 2017 TIME (S) REQUESTED: 2:00 - 10:00 pm  
CIRCLE DAYS OF THE WEEK: Sun Mon Tue Wed Thurs Fri Sat

NO. OF PERSONS EXPECTED TO ATTRACT: 130

CERTIFICATE NAMING CITY ADDITIONAL INSURED:  Expires \_\_\_\_\_  
GAME SCHEDULE SUBMITTED TO P&R:  Date \_\_\_\_\_  
PRACTICE SCHEDULE SUBMITTED TO P&R:  Date \_\_\_\_\_

Damage Deposit - pd 5-5-17

\* I HAVE READ AND UNDERSTAND THE EVENT FEES LISTED ON THE REVERSE

BRIEF DESCRIPTION OF ACTIVITY: A harvest fest style with multiple "soup" vendors. Live auction and possible silent auction or drawing.

SPECIAL PREPARATION NECESSARY: We will furnish tables, tents, speakers and sound system, fencing, strings of lights, straw bales.

### AUTHORIZATION

\_\_\_\_\_/\_\_\_\_\_  
P&R Director/ Date                                      Administrative Asst./ Date                                      Parks Supervisor/ Date

**2017 LEASE  
Sandpoint Community Resource Center**

**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 **Sandpoint Community Resource Center (SCRC)** 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 **SCRC**, 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 2:00 p.m. on September 21, 2017. The terms of this Lease will cease after 10:00 p.m. on September 21, 2017.

**III  
CONSIDERATION**

**SCRC** shall, in consideration thereof, pay unto **City** the sum of \$300.00. Payment shall be made to **City** on or before September 15<sup>th</sup>, 2017. **SCRC** shall deliver payment to the Parks and Recreation Department.

**IV  
UTILITIES**

The parties hereby acknowledge and agree that **SCRC 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**

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

**2017 LEASE**  
**Sandpoint Community Resource Center**

of the occupation and use of said premises by **SCRC**. 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).

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

**VI**  
**SECURITY**

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

**SCRC** shall permit public access and egress via sidewalks. They will fence off Farmin Park and create one entrance/exit to check ID cards.

**SCRC** 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.

**SCRC** shall exercise and provide site security during the duration of the event. **SCRC** 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**

**SCRC** acknowledges and recognizes that it shall create an added waste and debris disposal problem. **SCRC** agrees to provide a sanitation force sufficient to maintain a clean, safe and sanitary condition of the premises during **SCRC** 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 10:00pm, September 21, 2017. **SCRC** 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**.

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

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Sandpoint Community Resource Center**

**VIII  
CONCESSIONS**

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

**SCRC** 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.

**SCRC** 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 24. A copy of the relevant sections is attached hereto as Attachment "A".

**IX  
ACTIVITIES**

**SCRC** 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. **SCRC** shall be in compliance and abide by all City of Sandpoint provisions including but not limited to Sandpoint Business License and collection and remittance of 1% tax. Including final cleaning **SCRC** shall not operate their event later than 10:00 p.m.

**X  
ASSIGNMENT**

**SCRC** 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**

**SCRC** 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**.

**2017 LEASE  
Sandpoint Community Resource Center**

**XII  
DEFAULT**

Upon any noted default, deficiency or violation of this Lease, **City** shall notify **SCRC** 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, **SCRC** shall vacate the above described premises and shall insure that all of the property of **SCRC**, 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. **SCRC** shall surrender said premises in good condition, without damage or waste, except for normally expected wear and tear. **SCRC** agrees to pay **City** an additional \$500 per day for each day **SCRC** has faulted to fully vacate the site after expiration of this Lease.

**XIV  
LIEN, DEBT AND INDEBTEDNESS PROHIBITED**

Neither **SCRC**, 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 300 persons at any one time, pursuant to the self-imposed limits established by **SCRC**.

**XVI  
DAMAGE CLEANING DEPOSIT**

**SCRC** 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 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 **SCRC** 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 **SCRC** 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 ESSENSE**

Time is of the essence of this Lease.

**CITY OF SANDPOINT**

**Sandpoint Community  
Resource Center**

BY: \_\_\_\_\_  
Shelby Rognstad, Mayor

BY: \_\_\_\_\_  
Shanna Yarbrough

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

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

**Designated Representative for Sandpoint Community Resource Center**

Name: Shanna Yarbrough

Email: [syarbrough@mountianwestbank.com](mailto:syarbrough@mountianwestbank.com)

Mailing Address: P.O. Box 2522 – Sandpoint ID

Phone: 208-301-4068

**2017 LEASE**  
**Sandpoint Community Resource Center**

Attachment "A"

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.

2017 LEASE  
Sandpoint Community Resource Center

Attachment "B"

