

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: Festival at Sandpoint Memorial Field Lease 2018

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

Festival at Sandpoint

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: 2018 Lease with Festival at Sandpoint

DESCRIPTION/BACKGROUND:

A meeting between Festival at Sandpoint organizers and City staff was held on February 23, 2018. There was review of last year's lease with no significant changes. The amount of each ticket to be paid to the City has changed from \$1.00 to \$1.25 pursuant to the fee schedule adopted by City Council last year. An additional revision to the lease is language added to the Security Section that clarifies the Festival's responsibility to provide traffic control on Ontario Street during the event and that the traffic control plan must be submitted to the City, not less than 10 days prior to the use of the premises.

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 – Festival at Sandpoint Memorial Field Lease 2018

Proposed 2018 Lease between the City of Sandpoint and The Festival at Sandpoint

No: 18-
Date: April 18, 2018

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: FESTIVAL AT SANDPOINT MEMORIAL FIELD LEASE 2018

WHEREAS: The Festival at Sandpoint ("the Festival") desires to lease Sandpoint's War Memorial Field for its 2018 concert series;

WHEREAS: The City has negotiated a lease with the Festival, which agrees to pay to the City the sum of one dollar and twenty-five cents (\$1.25) for each ticketed day on multiple-day tickets and one dollar and twenty-five cents (\$1.25) for each single-day ticket sold by the Festival;

WHEREAS: The Festival shall provide traffic control on Ontario Street and provide a traffic control plan to be approved by the Police Chief;

WHEREAS: The Festival shall arrange for public transportation between the venue and an off-site parking location and will promote off-site parking; and

WHEREAS: City Council believes that it is in the best interest of the community for the City to lease Memorial Field to the Festival for its 2018 concert series.

NOW, THEREFORE, BE IT RESOLVED THAT: The Mayor is hereby authorized, on behalf of _____ the City, to execute the lease agreement with The Festival at Sandpoint, 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 LEASE
CITY OF SANDPOINT AND THE FESTIVAL AT SANDPOINT**

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 **The Festival at Sandpoint, Inc.**, hereinafter referred to as "**Festival**", 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 **The Festival**, subject to the considerations covenants, restrictions and agreements hereinafter set forth.

**I
PREMISES LEASED**

Premises leased generally include the entirety of 801 Ontario St. (War Memorial Field) and partially 901 Ontario St. (Lakeview Park) in Sandpoint, Idaho. For exact boundaries, please reference "Attachment "A".

**II
TERM**

The terms of this Lease shall begin at 12:01 a.m. on July 29, 2018. The terms of this Lease will cease after 11:59 p.m. on August 15, 2018.

**III
CONSIDERATION**

Festival shall, in consideration thereof, pay unto **City** the sum of One Dollar and Twenty Five Cents (\$1.25) assessed against each ticketed day on multiple-day tickets and One Dollar and Twenty Five Cents (\$1.25) for each single-day ticket sold by **Festival**. Payment shall be made to **City** on or before September 30, 2018. The Festival shall deliver payment to the Parks and Recreation Department.

**IV
UTILITIES**

The parties hereby acknowledge and agree that **Festival** has its own electrical utility meter and shall pay **City** for any usage charged thereon. **City** shall provide the use of all the structures and lighting within the fenced area, as necessary, during the events and performances. **Festival** shall reimburse **City** for all related Avista costs. **City** will be responsible for water and sewer utilities.

**V
INSURANCE**

Festival 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 **Festival**. Said insurance policy shall name **City** as an additional insured. A Certificate of Insurance shall be provided to the City Clerk by **Festival** not less than ten (10) days prior to the commencement of the occupation and use of said premises by **Festival**. 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).

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

VI SECURITY

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

Festival shall permit public access and egress at the main gate only. The main gate is located on the northwest corner of described property. Exception will be permitted for access (entrance) only if **Festival** provides continuous staffing to physically monitor gates or openings **Festival** agrees that, otherwise, all other gates will remain locked at all times.

Festival shall develop a security services plan, to include area traffic flow management, 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.

Festival shall exercise and provide site security during the duration of the event. **Festival** security services and personnel shall exercise control measures concerning members of the audience and performers within their capabilities. **City's** Police Officers will be utilized through contract to provide additional assistance to **Festival** security services during all performances.

It is the responsibility of **Festival**, at its sole cost and expense, to provide traffic control on Ontario Street during event hours. The traffic control plan must be submitted to the **City**, not less than ten (10) days prior to the commencement of the occupation and use of said premises by **Festival** and must be approved by the Police Chief.

VII MAINTENANCE

Festival acknowledges and recognizes that it shall create an added waste and debris disposal problem. **Festival** agrees to provide a sanitation force sufficient to maintain a

clean, safe and sanitary condition of the premises during **Festival** occupancy and use of such premises. Said sanitation force shall be responsible for gathering, collecting and disposing of all debris, litter and waste on a daily basis. **Festival** shall provide, at no cost to **City**, such trash containers, dumpsters and other debris storage facilities as required by and approved by **City** Parks Supervisor.

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

Festival agrees to use best practice management to minimize wear on the natural field turf.

**VIII
CONCESSIONS**

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

Festival 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.

Festival 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 "B".

**IX
ACTIVITIES**

Festival shall be solely responsible to ensure that all such activity is performed in compliance with the provisions of Idaho Code and the requirements of such agency as may have jurisdiction concerning said activity. Agreed upon hours for musical performance shall be from 4:00 P.M. until 11:00 P.M. **Festival** shall not have performances for more than EIGHT (8) days during the term of this lease. Representing **City**, the Mayor is authorized to extend ONE (1) day of operation on special occasions. **Festival** shall, on or before June 30, 2018, provide to **City**, through the Parks and Recreation Department, copies of the standard language appended to each contract with performers concerning the sound decibel levels for the events during the term of this Lease, unless informed by **City** that it will not be required for a given event.

**X
PARKING**

Festival shall work with the Sandpoint Police and Street Departments concerning parking and shall, on or before May 31, 2018, provide **City**, through the Parks and Recreation Department, with a copy of its parking plan. In general terms, for all concerts, excluding Sunday's family concert, **Festival** shall arrange for public transportation to and from venue to off-site parking location and will work diligently to promote same.

Festival will provide appropriate signage, as agreed to by the Police Chief, explaining boat parking area restrictions and consequence of violation. Such signs shall be erected at the entrances to the East Side Parking Lot.

**XI
ASSIGNMENT**

Festival 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**.

**XII
HOLD HARMLESS**

Festival 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**.

**XIII
DEFAULT**

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

**XIV
TERMINATION**

At the end and conclusion of the term of this Lease, **Festival** shall vacate the above described premises and shall ensure that all of the property of **Festival**, 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. **Festival** shall surrender said premises in good condition, without damage or waste, except for normally expected wear and tear. **Festival** agrees

to pay **City** an additional \$500 per day for each day **Festival** has failed to fully vacate the site after expiration of this Lease.

**XV
LIEN, DEBT AND INDEBTEDNESS PROHIBITED**

Neither **Festival**, 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**.

**XVI
MAXIMUM ATTENDANCE**

The maximum allowable attendance at any performance shall be Four Thousand (4,000) persons, pursuant to the self-imposed limits established by **Festival**.

**XVII
DAMAGE AND CLEANING DEPOSIT**

Festival shall deposit with **City** the sum of Five Hundred Dollars (\$500), forwarded to the Parks and Recreation Department, as a damage and cleaning deposit prior to entry upon Memorial Field pursuant to this Lease. Said sum shall be held and maintained by **City** until the end of the term of this Lease and the departure of **Festival** from Memorial Field, at which time the Parks Supervisor shall cause an inspection to be made. If there is no damage noted beyond normal and expected wear and tear, said deposit shall be returned to **Festival** forthwith.

**XVIII
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.

**XIX
TIME IS OF THE ESSENCE**

Time is of the essence of this Lease.

CITY OF SANDPOINT

THE FESTIVAL AT SANDPOINT, INC.

BY: _____
Shelby Rognstad, Mayor

BY: _____
Cari House, President

DATE: _____

DATE: _____

ATTEST:

ATTEST:

Maree Peck, City Clerk

Diana Bendix-Wahl, Executive Director

DESIGNATED REPRESENTATIVE FOR FESTIVAL AT SANDPOINT, INC.

NAME: Diana "Dyno" Wahl

EMAIL: festival@sandpoint.net

MAILING ADDRESS: P.O. Box 695 – Sandpoint, ID

PHONE: (208) 265-4554

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.