

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: Farmers' Market Agreement for use of Farmin Park, Town Square and Oak Street

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

Farmers' Market

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 Marcee Peck

SUBJECT: Farmers' Market Agreement for use of Farmin Park, Town Square and Oak Street

DESCRIPTION/BACKGROUND:

A meeting between Farmers' Market organizers and City staff was held on February 20, 2018. The Farmers' Market requested vendors who sell closed containers of beer and wine to be allowed to sell their containers during the Farmers' Market. Their request was accommodated within the agreement but provided clarity of the required permits to sell beer and wine at their event. The Jeff Jones Town Square will not be utilized by the Farmers' Market on August 11th in order to accommodate POAC's use of their Arts and Crafts Fair. Mobile vendors will be allowed to sell their goods during the Farmers' Market and will park on Oak Street as designated on the map attached to the agreement. The proof of certificate will be provided to the City Clerk instead of the Parks and Recreation Department.

STAFF RECOMMENDATION:

That City Council approve the revised agreement pursuant to the Farmers' Market request.

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 – Agreement with Farmers' Market at Sandpoint for Use of Farmin Park, Town Square, and Oak Street

Proposed Farmers' Market Agreement 2018

No: 18-
Date: April 18, 2018

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AGREEMENT WITH FARMERS' MARKET AT SANDPOINT FOR USE OF FARMIN PARK, TOWN SQUARE, AND OAK STREET

WHEREAS: Farmers' Market at Sandpoint, Inc., has requested a license to use Farmin Park, Jeff Jones Town Square, and a portion of Oak Street for a farmers' market and juried arts and crafts sales between May 5, 2018, and October 13, 2018;

WHEREAS: Farmers' Market at Sandpoint has a long history of successful use of Farmin Park and Jeff Jones Town Square for its market and, for the past several seasons, has included the use of a portion of Oak Street with great success;

WHEREAS: City Council has determined that it is in the best interest of the community to grant this request; and

WHEREAS: The City has negotiated an agreement with Farmers' Market at Sandpoint, Inc., wherein the Market will donate to the City ten percent (10%) of its booth fees to be used for capital improvement projects in Farmin Park and for maintenance of Jeff Jones Town Square and the section of Oak Street that will be used by the Market.

NOW, THEREFORE, BE IT RESOLVED THAT: The Mayor is hereby authorized, on behalf of the City, to execute the Farmers' Market Agreement 2018, 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

FARMERS' MARKET AGREEMENT 2018

THIS AGREEMENT is made between the CITY OF SANDPOINT, Bonner County, Idaho, an Idaho municipal corporation, 1123 Lake Street, Sandpoint, ID 83864 ("CITY"), and FARMERS' MARKET AT SANDPOINT, INC., an association, in care of Kelsey Racicot, President, at P.O. Box 1234, Sandpoint, ID 83864 ("LICENSEE"), known collectively as "the Parties".

RECITALS

A. CITY owns a parcel of real property located in Sandpoint, Bonner County, Idaho, bordered by Main Street on the north, Third Avenue on the east, Oak Street on the south and Fourth Avenue on the west, commonly known as Farmin Park ("the Park"), and a parcel of property on Main Street at Third Avenue commonly known as Jeff Jones Town Square ("the Square").

B. LICENSEE has requested a license to use the Park, the Square and a section of Oak Street from Fourth Avenue to the ingress for Columbia Bank ("Oak Street Section"), as designated on the attached map, see Attachment "A", for the purpose of holding a farmers' market to provide a sales venue for locally grown products and hand crafted products as defined in this Agreement.

C. CITY has agreed to authorize such use pursuant to certain terms and conditions, and the Parties have agreed to set forth such terms and conditions in this license.

AGREEMENT

IN CONSIDERATION of the mutual covenants contained herein and for value received, the Parties agree as follows:

1. **LICENSE GRANTED:** CITY hereby grants to LICENSEE a license to occupy and use, subject to all of the terms and conditions hereinafter stated, the Park, the Square, and Oak Street Section. Sandpoint City Code 3-11-4-B-4 specifically exempts vendors participating in the Farmers' Market from the fee associated with CITY's Business and Occupation Registration or License. However, LICENSEE shall be required to obtain the same required information from every participating vendor.

2. **USE OF PARK, THE SQUARE, AND THE OAK STREET SECTION:** The Park may be occupied and used by LICENSEE solely for a farmers' market. LICENSEE shall be limited to the sale of locally grown and produced products. Vendors selling sealed containers of beer, wine or alcohol are required to obtain permits required through the City or State. Animals, restricted home-canned products, nor will any other products restricted by the regulations of the State of Idaho, Department of Health and Welfare, through Panhandle Health District 1 be sold. LICENSEE will also include a juried Fine Arts and Crafts event that will be located at Farmin Park on Wednesdays and the Square

and Oak Street Section on Saturdays. LICENSEE shall not include commercial, imported, or second-hand items, or tobacco, firearms, alcohol, illegal substances or items associated with the use of illegal substances. Unless stated otherwise, such occupation and use of the Park shall be on Saturday mornings between 7:30 A.M. and 2:00 P.M. and on Wednesday evenings between 2:00 P.M. and 7:00 P.M., including a set-up and take-down time, between and including the dates of May 5, 2018 and October 5, 2018. For special events, closing hours shall be extended to 4:00 p.m. on Saturday, May 19, October 13 and August 11. The Jeff Jones Town Square will not be used on August 11, 2018. The Parks and Recreation Director and Public Works Director are authorized to extend hours of operation in Farmin Park, Jeff Jones Town Square, and the Oak Street Section on special occasions.

3. **SALE OF MEAT:** Pursuant to Panhandle Health District (“PHD”) policy, frozen meat being sold must be kept in powered refrigeration units approved by PHD, with no coolers allowed. It is recognized that there is only one electrical power source at Farmin Park. Meat cooked on site shall be strictly governed and regulated by Panhandle Health District. Preparation and cooking of meat sold at the market shall be strictly governed and regulated by Panhandle Health District.

4. **CONSIDERATION:** Consideration for the use of the Park shall be a donation of ten percent (10%) of LICENSEE’s booth fees collected by LICENSEE and paid to CITY, with said funds to be placed in the Parks Improvement Fund and utilized towards capital improvement projects. Consideration for the use of the Square and the Oak Street Section shall be a donation of ten percent (10%) of the crafts vendors’ booth fees collected by LICENSEE and paid to CITY, with said funds to be placed in the General Fund and utilized towards offsetting the cost of maintenance and operations of the Square and the Oak Street Section. For record keeping purposes, LICENSEE will provide a full and separate accounting for the Park, the Square and Oak Street Section locations, with separate donation payments made for Farmin Park and Jeff Jones Town Square, which will include the Oak Street Section. LICENSEE shall remit separate accounting and payments to the Parks and Recreation Department by November 30th.

5. **LOCATION OF BOOTHS:** LICENSEE is further authorized to locate temporary display booths at locations designated by CITY’S Parks and Recreation Director for purposes of display, advertisement and sales. Booths shall be erected, and all display and sales activities of LICENSEE shall be conducted, in a manner to minimize any damage to the Park. Booths at the Park shall be permitted, without limitation of number, in the areas colored green on the attached map. Furthermore, LICENSEE agrees to maintain ingress / egress openings from the center of the Park to the street proper for each ingress / egress pathway, as designated on the attached map. Any booths that might be added inside the Park perimeter shall run parallel to the booth line on the interior of the Park sidewalks, with a minimum of 20 feet of space between in order to create an adequate walkway. It is also agreed that all sidewalks will be kept clear of any structure or impediment. Special consideration and effort will be taken by LICENSEE to minimize turf impact and wear in Farmin Park. Additionally, access to Columbia Bank via the ingress from Oak Street shall not be impeded. Without limiting the foregoing, there shall

be no vehicles allowed on, or parked on, any grass-covered area. Mobile vendors must have a current business license and tax ID and are allowed to park on Oak Street as part of the event designated on the attached map. A clear path of at least 5' shall be maintained for access to and egress from the public restrooms. LICENSEE shall determine location of booths. LICENSEE shall be responsible for permitting and any associated cost for street or parking lot closure. LICENSEE shall also be responsible for storage, set up, and take down of temporary signage and barricades. Street closure and parking signage shall meet the Manual On Traffic Control Devices and placement of signs shall be approved by CITY. Permanent signage shall notify the public that Oak Street parking will be prohibited during market hours. In addition to the permanent No Parking signage, street closure signage shall provide the public with enough advance notice of closures and detours. All tents, canopies, enclosures, shelters and other membrane structures shall comply with the International Fire Code Chapter 31.

6. **MAINTENANCE:** LICENSEE shall clean the Park, the Square, and the Oak Street Section during and immediately following each Farmers' Market. At the conclusion of the termination of this Agreement, LICENSEE agrees to make necessary repairs to the turf at Farmin Park caused solely by LICENSEE as agreed upon by the City of Sandpoint Parks and Recreation Director and Farmers' Market at Sandpoint. Any and all repairs required will be in addition to, and not a part of, donation payments discussed in section 3 ("Consideration") of this Agreement.

7. **DAMAGE LIABILITY:** LICENSEE shall be liable for any damage caused to the Park, its grounds, structures, and flora and/or to the Square, its grounds, furniture, lights and flora, and/or Oak Street during each exercise of LICENSEE's rights pursuant to this License.

8. **INSURANCE:** LICENSEE, at its own expense shall be responsible for obtaining and maintaining insurance acceptable to CITY insurance agent, which will pay on behalf of LICENSEE to CITY a limit of not less than \$1,000,000 for bodily or personal injury, death, or property damage or loss as a result of any one occurrence or accident, regardless of the number of persons injured or the number of claimants. LICENSEE's insurance policy shall provide for not less than thirty (30) days prior written notice to CITY of any modification or cancellation of such policy. LICENSEE's insurance policy shall name the city as an additional insured. Proof of certificate naming the City as additional insured shall be provided to the City Clerk, for keeping with lease file, at least 15 days prior to occupancy.

9. **OBSERVANCE OF LAWS AND REGULATIONS:** LICENSEE shall comply with all laws and regulations of the City of Sandpoint, County of Bonner, State of Idaho, and the United States of America, governing the conducting of its activities, or the occupation or use of the Park, the Square, and the Oak Street Section.

10. **ASSIGNMENT:** This License is personal to LICENSEE and shall not inure to its successors or assigns.

11. **HOLD HARMLESS:** LICENSEE shall indemnify and hold harmless CITY from any and all liability for personal injuries, property damage, or for loss of lives or property resulting from, or in any way connected with, the condition or use of the Park, the Square, or the Oak Street Section during the term of this License, except liability for personal injury, property damages, or loss of life or property caused solely by the negligence of CITY.

12. **RIGHT OF INSPECTION:** CITY shall have the right to reasonably inspect the Park, the Square, or the Oak Street Section during the occupation of the same by LICENSEE in order to determine if LICENSEE is complying with all the terms and conditions of this Agreement. CITY shall give LICENSEE written notice of each non-complying act or omission by delivering the same to the Market Master or, if the Market Master is not present, by posting the same in a conspicuous location at the corner of Oak Street and Third Avenue, and, in the event such non-compliance shall not be cured within the time required in the notice, this License shall terminate. In the event of such termination, CITY shall have the right to re-enter the Park, the Square, or the Oak Street Section, and take possession thereof, at the expense of LICENSEE. Time is of the essence of this Agreement, but any waiver of the right to notify of non-compliance under this paragraph shall be an indulgence by CITY only and shall not, in any event, be a waiver of the right of CITY to require strict compliance with this License at any subsequent time.

13. **TERMINATION:** Upon termination of this License, LICENSEE, at its own expense, shall peaceably surrender the Park, the Square, and the Oak Street Section to CITY in the same condition as the Park, the Square, and the Oak Street Section were at the commencement of this License, reasonable wear expected.

14. **NON-DISCRIMINATION:** LICENSEE, in the conducting of its activities pursuant to this License, shall not discriminate against any person because of race, sex, religion, age, color, ancestry or national origin, sexual orientation, or gender identity/expression, by refusing to furnish such person accommodation, facility, privilege or opportunity offered to members of the general public.

15. **ENFORCEMENT:** In the event CITY is required by any act or omission of LICENSEE to place this License in the hands of its attorney for enforcement or is required to commence any proceeding to enforce the terms of the same, CITY shall be entitled to an award of its costs, fees, and reasonable attorney fees.

IN WITNESS WHEREOF, the Parties have subscribed their names the date and year below written.

CITY OF SANDPOINT

FARMERS' MARKET AT SANDPOINT

BY: _____
Shelby Rognstad, Mayor

BY: _____
Kelsey Racicot, President

DATE: _____

DATE: _____

ATTEST:

Maree Peck, City Clerk

DESIGNATED REPRESENTATIVE FOR FARMERS MARKET

NAME: _____

EMAIL: _____

MAILING ADDRESS: _____

PHONE: _____

