

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 playground equipment and the fairgrounds

Summary of what is being requested: An agreement to transfer the playground equipment is necessary prior to actual transfer of the playground to Bonner County. Requesting authorization

for Mayor to sign the 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 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
If yes, please specify and suggest a method to accomplish the plan: [ ] [x]

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 

**SUBJECT: Playground Equipment Transfer to Bonner County**

**DESCRIPTION/BACKGROUND:**

Playground equipment was purchased and installed at the Bonner County Fairgrounds. From the time it was decided to use the fairgrounds for the playground the parties intended to turn the ownership and responsibility over to the County. This agreement is a necessary step in the transfer process.

**STAFF RECOMMENDATION:**

Approve the agreement with Bonner County to transfer the playground 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 – Playground Equipment

No: 16-  
Date: December 7, 2016

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: AGREEMENT TO TRANSFER PLAYGROUND EQUIPMENT TO BONNER COUNTY**

WHEREAS: In 2014, the City purchased and installed playground equipment at the Bonner County Fairgrounds, with the intent and desire to, eventually, turn ownership of and responsibility for the equipment over to Bonner County;

WHEREAS: Bonner County has indicated its desire to accept this transfer of personal property from the City; 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 – Playground Equipment, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

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Shelby Rognstad, Mayor

ATTEST:

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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 PLAYGROUND EQUIPMENT**

This Agreement to Transfer Personal Property is made pursuant to Idaho Code §§ 67-2322 to 67-2324, and entered 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. \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, 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, authorizes 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. That 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 following personal property without consideration: All playground equipment currently situated at the Bonner County Fairgrounds, owned by the City of Sandpoint.

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 playground equipment for the continued enjoyment of the public.

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 Playground 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: \_\_\_\_\_