CITY COUNCIL MEETING AMENDED AGENDA

November 05, 2025 at 5:30 PM

Council Chambers at City Hall - 1123 W. Lake St. Sandpoint, Idaho

Call to Order

Roll Call

Pledge of Allegiance

1. Day of the Girl - Pledge of Allegiance led by Girl Scouts

Announcements and Reports

2. Presentation: Fire Mitigation Options in Little Sand Creek Watershed

Public Comments

Consent Calendar - action item

3. Approval of Minutes from Council's October 15, 2025, Meeting - ***action item***
4. Approval of Minutes from Council's October 22, 2025, Special Meeting - ***action item***
5. Payables Report / Approval of Bills for Payment - ***action item***
6. Proposed Resolution: Approving Change Order No. 7 to SCADA Upgrades Project Contract with B&E Electric, Inc. (City Agreement A24-3400-1) - ***action item***
7. Fees Schedule Amendment to Limit Application of Maximum Tournament Fee - ***action item***

Public Hearing

8. Public Hearing: Downtown Revitalization Phase 3 - Community Development Block Grant Programs
9. Proposed Resolution: ICDBG Application Submittal for Downtown Revitalization Project Phase 3b to Improve Streetlighting and Site Amenities - ***action item***

Old/Unfinished Business

10. Proposed Ordinance and Summary: Amendments to Sandpoint City Code 3-2-9 Open Container Law - ***action item***

New Business

11. Proposed Resolution: Agreement with Big Sky ID Corporation for Bridge Street Sidewalk and Retaining Wall Construction Contract (City Agreement A25-3170-2) - ***action item***
12. Averill Hospitality Request for Lease of Public Facilities at City Beach Park - ***action item***

Executive Session

13. Vote to Convene in Executive Session pursuant to Idaho Code § 74-206(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, and Idaho Code § 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated - ***action item***

14. Executive Session will be held pursuant to Idaho Code §§ 74-206(1)(b) and (f), as noted above.

Reconvene and Adjourn

Public Participation Options and Information
Before the meeting, comment in writing: Email cityclerk@sandpointidaho.gov or deliver to City Hall.
Attend in person: See above for meeting location. Seating available on first-come, first-served basis.
Attend remotely: Register at https://www.sandpointidaho.gov/meetings.
After the meeting, view the recording on YouTube: https://www.youtube.com/c/CityofSandpoint.
For questions or requests for special accommodation: At least 48 hours prior to the meeting, send a message to the email address above or call (208) 263-3310.

SANDPOINT CITY COUNCIL AGENDA REQUEST FORM

Today's date: 10 / ~~15~~ 20 / 25

Date of meeting ~~10 / 15 / 25~~ 11/5/25

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

Name of Citizen, Organization, Elected Official, or Department Head making request:
Kyle Schreiber, City Council

Address: _____

Phone number and email address: kschreiber@sandpointidaho.gov

Authorized by: D. Ruehle _____ Deb Ruehle _____
name of City official *City official's signature*

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

*Subject: Presentation on Fire Mitigation Options in Little Sand Creek Watershed

Summary of what is being requested: Elynn Reierson from Idaho Forest Management will give an informational presentation about opportunities for wildfire mitigation on city-owned property in the Little Sand Creek Watershed.

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** ☑
   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: _____

4. Is an enforcement plan needed? ☐ **Yes or No** ☑ Additional funds needed? ☐ **Yes or No** ☐

5. Have all the affected departments been informed about this agenda item? ☑ **Yes or 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 Staff, please check one box:** Consent ☐ Old Business ☐ New Business ☐ Other/Unknown ☐

CITY COUNCIL MEETING MINUTES

October 15, 2025 at 5:30 PM

Council Chambers at City Hall - 1123 W. Lake St. Sandpoint, Idaho

Call to Order

Mayor Jeremy Grimm called the regular meeting of the Sandpoint City Council to order at 5:30 p.m. on Wednesday, October 15, 2025, in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Roll Call

PRESENT

Mayor Jeremy Grimm
Councilor Deb Ruehle
Councilor Justin Dick
Councilor Kyle Schreiber
Councilor Pam Duquette
Councilor Rick Howarth

ABSENT
Councilor Joel Aispuro

As required by the City's adopted Code of Ethics and Civility, as the presiding officer, Mayor Grimm identified law enforcement personnel serving as sergeant-at-arms for the meeting: Police Chief Corey Coon.

Pledge of Allegiance

Mayor Grimm led all present in the Pledge of Allegiance.

Announcements, Reports and Special Business

1. Confirmation of Appointment of Fonda Jovick as City Attorney

   Council confirmed the appointment of Fonda Jovick as Sandpoint City Attorney.

   Motion made by Councilor Dick, Seconded by Councilor Duquette.
   Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

2. City Attorney Oath of Office and Certificate of Appointment

   Mayor Grimm relayed that he would coordinate with Ms. Jovick to administer the oath of office and with the City Clerk on a Certificate of Appointment.

Mayor Grimm provided instructions for members of the public who wished to speak during the Public Comments portion of the meeting, Councilors provided reports from the meetings of the citizen advisory boards on which they serve, and department directors provided updates on the activities and projects in their respective departments.

Public Comments

Mayor Grimm recited the rules and procedure for public comments during the meeting and offered an opportunity for members of the public to speak on items included on the Consent Calendar and Old and

New Business topics on the agenda or other general matters relevant to the business of the City of Sandpoint. Both Sandpoint residents and non-residents spoke during the general public comments portion of the meeting, with comment sign-up sheets reflecting the following topics: graffiti, food insecurity, in the Sandpoint area, N. Boyer Ave. corridor design and traffic study, and proposed amendment to Open Container Law.

Consent Calendar

Mayor Grimm recited for the record the amount of bills for payment approval. Councilor Howarth removed Item 9, Proposed Resolution for First Amendment to Legal Services Agreement with Bonner County Prosecutor (City Agreement #A24-1530-1), which was moved to the end of New Business. The Consent Calendar was then approved, as amended, by a majority vote of Council present, with Councilor Ruehle dissenting.

Motion made by Councilor Dick, Seconded by Councilor Howarth.
Voting Yea: Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth
Voting Nay: Councilor Ruehle

3. The minutes from Council's September 17, 2025, meeting were approved as presented.
4. The minutes from Council's October 1, 2025, meeting were approved as presented.
5. The minutes from Council's October 8, 2025, meeting were approved as presented.
6. The bills presented were approved for payment in the amount of $993,956.02 ($235,137.80 for regular payables and $758,818.22 for payroll).
7. The August 2025 Monthly Financial Report on Cash and Investment Transactions was accepted.
8. **Resolution 25-038** Disposition of Semipermanent and Temporary Records - approved
9. *(removed from Consent – see New Business)*
10. **Resolution 25-040** Personnel Policy Amendments - approved
11. **Resolution 25-041** Salary Administration Policy Amendments - approved

Old/Unfinished Business

12. Approval of Amendments to Sandpoint City Code 3-2-9 Open Container Law

    Mayor Grimm announced that, under Old Business, following prior Council discussion, amendments to the City's Open Container Law were being proposed. Following any amendments approved during this meeting, an ordinance would be presented at a future meeting for adoption and codification.

    Community Planning and Development Director Jason Welker provided a presentation on the suggested amendments that, in summary, would expand the allowance for the sales/service of alcohol during events, under specific conditions in certain city parks, including the Lions Club and Bonner County Historical Museum buildings at Lakeview Park, the James E. Russell Sports Center at Travers Park, and City Beach Park. Director Welker and Chief Coon fielded questions from the Councilors during discussion of the proposal.

    Councilor Duquette made a motion to include in the ordinance that public events with alcohol permitted at City Beach would be required to end no later than 8:00 p.m., seconded by Councilor Dick.

    Motion made by Councilor Duquette, Seconded by Councilor Dick.
    Voting Yea: Councilor Duquette
    Voting Nay: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Howarth

    Mayor Grimm remarked that, although this motion failed, he had noted the suggestion and would take this into consideration when approving permit terms for these types of events.

Councilor Schreiber made a motion to approve the amendments as presented, seconded by Councilor Ruehle.

Prior to the vote, Councilor Dick made a motion to include in the ordinance a provision to permit one event per month between Labor Day in September through June 30, hosted by non-profit organizations based in Bonner County, that would allow beer and wine at City Beach, with the possibility of a lottery type system, if needed, to determine which group each month would have that opportunity. It was also clarified that, at City Beach, alcohol would be limited to beer and wine only. Councilor Dick's motion was seconded by Councilor Howarth.

There was additional discussion regarding the location and amount of greenspace that would be specified in City Code as allowed for the serving and consumption of alcohol during events at City Beach Park, with consensus that less than an acre would be preferred, ensuring that the designated area is not in close proximity to the sand volleyball courts. Chief Coon further clarified that, for events that will include alcohol, it will be allowed only in a specified delineated space, which will not be in close proximity to the water and sandy beach area. Additionally, Ms. Jovick confirmed that legal counsel would review the proposed ordinance for legal compliance.

The vote on Councilor Dick's motion passed as follows:

Motion made by Councilor Dick, Seconded by Councilor Howarth.
Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

Following that vote, the Councilors present voted unanimously in favor of the main motion to approve these City Code amendments.

Motion made by Councilor Schreiber, Seconded by Councilor Ruehle.
Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

An ordinance to codify these amendments will be presented to Council at a future meeting.

Mayor Grimm called for a brief recess at 6:51 p.m., reconvening at 6:56 p.m.

New Business

13. Approval of 2026 Employee Benefits Agreements and Insurance Policies

    Central Services Director Cheryl Hughes introduced this item, followed by a presentation provided by Autumn Porter with Taylor Insurance, both of whom, along with Mayor Grimm, fielded questions from Council members.

    Motion to approve the 2026 employee benefits agreements and insurance policies.

    Motion made by Councilor Howarth, Seconded by Councilor Ruehle.
    Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

15. North Boyer Avenue Corridor Design and Traffic Study

    At Mayor Grimm’s request and no objection from Council, Item #15 was taken up next, ahead of Item #14.

    Community Planning and Development Director Jason Welker and Public Works Director Holly Ellis provided a presentation, followed by discussion, including remarks from Cliff Mort, who is involved in residential development along this corridor.

    Motion to direct staff to pursue traffic and engineering studies to evaluate potential restriping, on-street parking, and a reduced speed limit on North Boyer Avenue.

    Motion made by Councilor Ruehle, Seconded by Councilor Dick.
    Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Duquette
    Voting Nay: Councilor Howarth

14. **Resolution 25-042** Agreement with Interstate Concrete and Asphalt Company for a Construction Contract for the 2025 Paving Maintenance Project on Pine Street (Agreement #A25-3100-2)

    Project Manager Erik Bush provided a presentation and, along with Director Ellis, fielded questions from the Council members.

    Motion to approve the Resolution for the agreement with Interstate Concrete and Asphalt Company for a construction contract for the 2025 Paving Maintenance Project on Pine Street (City Agreement #A25-3100-2).

    Motion made by Councilor Schreiber, Seconded by Councilor Dick.
    Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

9. **Resolution 25-039** First Amendment to Legal Services Agreement with Bonner County Prosecutor (City Agreement #A24-1530-1) – *removed from Consent*

    Councilor Howarth requested a correction to the amendment agreement to reflect the name of the current Chair of the Bonner County Board of County Commissioners, followed by a unanimous vote of Councilors present to approve the resolution with this amendment.

    Motion made by Councilor Dick, Seconded by Councilor Howarth.
    Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

Adjourn

With no further business on the agenda, the meeting adjourned at 8:18 p.m.

I presided over this meeting and can confirm that the foregoing minutes, prepared by the City Clerk, were approved by City Council during their meeting held _____, 2025.

Jeremy Grimm, Mayor

Attest: Melissa Ward, City Clerk

CITY COUNCIL SPECIAL MEETING MINUTES

October 22, 2025 at 5:30 PM

Council Chambers at City Hall - 1123 W. Lake St. Sandpoint, Idaho

Call to Order

Council President Deb Ruehle called the special meeting of the Sandpoint City Council to order at 5:30 p.m. on Wednesday, October 22, 2025, in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Roll Call

PRESENT
Councilor Joel Aispuro
Councilor Deb Ruehle
Councilor Justin Dick
Councilor Kyle Schreiber
Councilor Pam Duquette
Councilor Rick Howarth

ABSENT
Mayor Jeremy Grimm

As required by the City's adopted Code of Ethics and Civility, as the presiding officer, Council President Ruehle identified law enforcement personnel serving as sergeant-at-arms for the meeting: Police Chief Corey Coon.

Pledge of Allegiance

Council President Ruehle led all present in the Pledge of Allegiance.

Opinion Release

1. Release of Third-Party Legal Opinion

   Council President Ruehle announced that the special meeting was called at the request of Council members to consider a vote on the public release of the third-party legal opinion regarding the expiration of the City's legal services agreement with Lake City Law Group, PLLC, followed by discussion, with City Attorney Fonda Jovick and Council President Deb Ruehle fielding Council member questions.

   Motion to release the third-party legal opinion.

   Motion made by Councilor Aispuro, Seconded by Councilor Schreiber.
   Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth, Councilor Aispuro

Executive Session

2. Motion to Convene in Executive Session pursuant to Idaho Code § 74-206(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent and Idaho Code § 74-206(1)(f) to communicate with legal counsel for the public agency to discuss

the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated as provided in Chapter 1 of Title 74, Idaho Code.

Motion made by Councilor Dick, Seconded by Councilor Aispuro.
Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Schreiber, Councilor Duquette, Councilor Howarth, Councilor Dick

Council President Ruehle asked everyone not participating in the session to exit the room and announced that the meeting recording would end.

3. The executive session was held pursuant to Idaho Code §§ 74-206(1)(b) and (f), as noted above.

Reconvene and Adjourn

Following conclusion of the executive session, the meeting was reconvened and immediately adjourned at 8:55 p.m.

I presided over this meeting and can confirm that the foregoing minutes, prepared by the Deputy City Clerk, were approved by City Council during their meeting held _____, 2025.

Deb Ruehle, Council President

Attest: Hayley Keys, Deputy City Clerk

CITY OF SANDPOINT INVOICE REGISTER
PAYABLE DATES OF: 10/16/2025 THROUGH 11/05/2025

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: (DEBRA) ANN PORTER				
22-02100.00	UB REFUND FOR ACCOUNT: 22-02100.00			$480.11
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	480.11	
		Total For: (DEBRA) ANN PORTER		**$480.11**
Vendor: 6732 SPOKANE ST LLC				
02-03076.01	UB REFUND FOR ACCOUNT: 02-03076.01			$40.33
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	40.33	
		Total For: 6732 SPOKANE ST LLC		**$40.33**
Vendor: 95 EXPRESS LLC				
1134	MNTHLY CAR WASH MEMB OCT'25 - POLICE&FIRE			$562.50
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	540.00	
	FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	22.50	
		Total For: 95 EXPRESS LLC		**$562.50**
Vendor: ACCURATE TESTING LABS LLC				
148910	WWTP: MERCURY LOW LEVEL TESTING			$260.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	260.00	
149758	WTP: BACTERIA TESTING - NORTH			$150.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	150.00	
150133	WTP: REQUIRED TESTING - BACT T PA			$150.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	150.00	
150076	WWTP REQUIRED TESTING - ORGANIC CARBON AND NITRO			$200.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	200.00	
150101	WWTP: REQUIRED TESTING - FY26 - ORG. CARBON AND NITRO			$200.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	200.00	
150172 CORRE	WWTP: REQUIRED TESTING - IRG. CARBON AND NITRO			$200.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	200.00	
		Total For: ACCURATE TESTING LABS LLC		**$1,160.00**
Vendor: ALPINE MOTORS COMPANY INC				
163572	TEMP GAUGE/OIL CHANGE - SPD19			$368.24
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	368.24	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
163567	SPD14 - NEW COOLING MOTOR & FAN			$796.50
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	796.50	
163666	FORD F150 TPMS SENSOR FIX			$158.99
	PARK MAINTENANCE & CAPITAL	SERVICES - AUTOMOTIVE - R&M	158.99	
161216	P1531 CRO SES LIGHT FIX			$1,376.45
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	1,376.45	
161698	SPD6 POWER SEAT FIX			$868.08
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	868.08	
162044	LOF - '17 FORD FUSION			$97.47
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	97.47	
162130	LOF - SPD9			$49.69
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	49.69	
		Total For: ALPINE MOTORS COMPANY INC		**$3,715.42**
Vendor: AMERICAN WATER WORKS ASSOC.				
SO259202	WTP: SECURITY PRACTCES/DISINFECTION SUBSCRIPTION			$305.34
	WATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	305.34	
		Total For: AMERICAN WATER WORKS ASSOC.		**$305.34**
Vendor: AQUADRONE MARINE SERVICES, LLC				
316	COAT/WEATHERPROOF FILTER BAY WALLS			$77,437.00
	WATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	15,837.00	
	WATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	61,600.00	
		Total For: AQUADRONE MARINE SERVICES, LLC		**$77,437.00**
Vendor: AQUATIC WEED SOLUTIONS INC				
1056	HERBICIDE FREE TRTMNT- AQUATC INV SPCIES-2025			$40,000.00
	PARK MAINTENANCE & CAPITAL	TECH SERVICES - INVASIVE SPECIES	40,000.00	
		Total For: AQUATIC WEED SOLUTIONS INC		**$40,000.00**
Vendor: ASAP SERVICES INC				
2256309	MNTHLY CUSTODIAL SERVICES - SEP'25			$4,630.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	2,240.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	1,080.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	1,310.00	
		Total For: ASAP SERVICES INC		**$4,630.00**
Vendor: AT&T MOBILITY II, LLC				
DXZ092025	PD IOT CHIP SRVCS - 9.05.25-10.04.25			$672.22
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	445.26	
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	41.29	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	36.80	
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	36.80	
	FIRE DEPARTMENT - SANDPOINT	TELEPHONE - WIRELESS	52.79	
	MAYOR'S OFFICE	TELEPHONE - WIRELESS	36.80	
	BUILDING DIVISION	TELEPHONE - WIRELESS	15.99	
	PARK MAINTENANCE & CAPITAL	TELEPHONE - WIRELESS	6.49	
DYB092025	CITY IOT CHIP SRVCS - 9.05.25-10.04.25			$281.62
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	99.30	
	WATER DISTRIBUTION	TELEPHONE - WIRELESS	52.79	
	CENTRAL SERVICES DEPARTMENT	TELEPHONE - WIRELESS	43.29	
	PARK MAINTENANCE & CAPITAL	TELEPHONE - WIRELESS	86.24	
		Total For: AT&T MOBILITY II, LLC		**$953.84**
Vendor: AUTO HAUS INC				
12502	ST: SWEEPER AIR FILTER			$249.99
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	249.99	
12587	ST: 2011 FORD RANGER PARTS			$117.76
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	117.76	
12563	ST: COOLANT HOUSING FORD RANGER			$42.99
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	42.99	
12592	ST: RANGER THERMOSTAT GASKET			$2.99
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	2.99	
		Total For: AUTO HAUS INC		**$413.73**
Vendor: AVISTA UTILITIES				
09.15.25-10.14.2	FY26 MONTHLY AVISTA UTILITIES - CITY WIDE ACCT 4707730000			$39,137.64
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	1,871.81	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	298.10	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	116.73	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	22.97	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	109.77	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	228.90	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	38.69	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	1,793.41	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	20.38	
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	127.89	
	STREET MAINTENANCE DIVISION	ELECTRICITY	10,714.30	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	1,003.81	
	WATER TREATMENT	ELECTRICITY	9,479.63	
	WASTEWATER COLLECTIONS	ELECTRICITY	1,287.96	
	WASTEWATER TREATMENT	ELECTRICITY	9,097.57	
	RECREATION	ELECTRICITY	31.47	
	STREET MAINTENANCE DIVISION	ELECTRICITY	593.98	
	CENTRAL SERVICES DEPARTMENT	ELECTRICITY	20.66	
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	68.34	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	ELECTRICITY	2,211.27	
		Total For: AVISTA UTILITIES		**$39,137.64**
Vendor: B&E ELECTRIC INC				
CS4370	WTP: SAND CREED TURBIDITY METER			$408.75
	WATER TREATMENT	TECH SERVICES - SOFTWARE/SYSTEM SUPPORT	408.75	
		Total For: B&E ELECTRIC INC		**$408.75**
Vendor: BIG NICK'S TREE MANAGEMENT LLC				
866	705 CHURCH ST STORM DAMAGED TREE REMOVAL			$5,000.00
	STREET MAINTENANCE DIVISION	TECH SERVICES - ARBORIST/URBAN FORESTER	5,000.00	
		Total For: BIG NICK'S TREE MANAGEMENT LLC		**$5,000.00**
Vendor: BLACK SMOKE SHIELDS				
0000037	10 HELMET SHIELDS			$1,500.00
	FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	1,500.00	
		Total For: BLACK SMOKE SHIELDS		**$1,500.00**
Vendor: BONNER COUNTY DAILY BEE				
0000041602	BCB#7351 SUMMARY OF OFF STREET PARKING ORD 1432			$147.06
	PLANNING DIVISION	ADVERTISING	147.06	
41665	BCB#7355 AUCTION NOTICE - OCTOBER 2025			$35.92
	CENTRAL SERVICES DEPARTMENT	ADVERTISING	35.92	
0000041723	BCB#7356 NOPH PZC 10.21.25			$176.69
	PLANNING DIVISION	ADVERTISING	176.69	
		Total For: BONNER COUNTY DAILY BEE		**$359.67**
Vendor: BONNER MALL PARTNERSHIP				
02-00610.02	UB REFUND FOR ACCOUNT: 02-00610.02			$165.87
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	165.87	
02-00620.11	UB REFUND FOR ACCOUNT: 02-00620.11			$57.07
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	57.07	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
02-00630.06	UB REFUND FOR ACCOUNT: 02-00630.06			$529.96
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	529.96	
02-00648.08	UB REFUND FOR ACCOUNT: 02-00648.08			$73.74
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	73.74	
		Total For: BONNER MALL PARTNERSHIP		**$826.64**
Vendor: BROWN'S NORTHSIDE				
S170913	THREADED COUPLER - IRRIGATION BLOW OUT			$11.72
	PARK MAINTENANCE & CAPITAL	IRRIGATION SUPPLIES	11.72	
S170571	1132 MANIFOLD/TURBOCHARGER			$7,494.53
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	7,494.53	
S170978	ST: SWEEPER FUEL AND LUBE SPIN - ON			$80.05
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	80.05	
S 170978	ST: SWEEPER SPIN ON FILTERS			$80.05
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	80.05	
		Total For: BROWN'S NORTHSIDE		**$7,666.35**
Vendor: BS&A SOFTWARE				
163637	QTRLY PERMIT APP SUBMISSION 7.8.25-10.6.25			$516.00
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - ERP-ENTERPRISE RESOURCE	516.00	
		Total For: BS&A SOFTWARE		**$516.00**
Vendor: CANON FINANCIAL SERVICES INC				
41985305	UPSTAIR/DOWNSTAIR COPIERS FY25 - PHOTOCOPIES			$150.37
	CENTRAL SERVICES DEPARTMENT	PHOTOCOPIES	150.37	
41985305-1	UPSTAIR/DOWNSTAIR COPIERS FY26 - OCT LEASE			$355.00
	CENTRAL SERVICES DEPARTMENT	COPIER LEASE	355.00	
		Total For: CANON FINANCIAL SERVICES INC		**$505.37**
Vendor: CATHERINE CHRISMER				
07-02550.04	UB REFUND FOR ACCOUNT: 07-02550.04			$41.96
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	41.96	
		Total For: CATHERINE CHRISMER		**$41.96**
Vendor: CC VENDOR - WELLS FARGO				
112-7578388-96	CORDLESS WET DRY VAC			$189.99
	FIRE DEPARTMENT - SANDPOINT	FACILITY SUPPLIES	189.99	
112-7141534-84	K9 TACTICAL LEASH			$34.98
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	34.98	
03-211002	DONUTS, CREAM CHEESE, GRAPES & YOGURT FOR COFFEE BREAK			$
	CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	48.36	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
111-9160338-56	SOAP DISPENSER WALL MOUNT (QTY 7)			$256.92
	PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	256.92	
N045657	ST: IDWR STREAM CHANNEL PROTECTION PERMIT - W ALBIN			$21.50
	STREET CAPITAL & PROJECTS	OPERATIONAL SUPPLIES/EQUIPMENT	21.50	
H1810-205083	ST: TUFF SHED MODELSR600 SER#SD897813			$3,226.23
	STREET MAINTENANCE DIVISION	SNOW SUPPLIES/EQUIPMENT	3,226.23	
112-0117311-88	MIRROR CAP FOR UNIT 1101			$30.58
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	30.58	
SO265157	AWWA BASIC SUPERVISION - Q. DUCKEN			$225.00
	WATER DISTRIBUTION	TRAINING AND TRAVEL	225.00	
02455	WALMART - K9 SUPPLIES			$85.95
	POLICE DEPARTMENT	PUBLIC SAFETY K9 SUPPLIES	85.95	
I-0000449191	BLUEBEAM INC. - J. PARKER 10/7/25-2/9/26			$137.50
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - PDF/BLUEBEAM/AUTOCAD	137.50	
I-0000449149	BLUEBEAM INC. - J. PARKER 10/7/25-10/6/26 - TO BE REFUNDED			$330.00
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - PDF/BLUEBEAM/AUTOCAD	330.00	
111-3484015-26	EPSON M147G TM-H6000III ETHERNET POS PRINTER			$146.38
	FINANCE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	146.38	
111-8509178-67	PRINTER INK, FIRST AID KIT, PHONE SCREEN PROTECTORS			$187.59
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	159.99	
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	18.61	
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	4.49	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	4.50	
SO265156	AWWA BASIC SUPERVISION - C. BOWMAN			$225.00
	WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	225.00	
398869	ST: MAGNETIC TOOL HOLDER			$7.36
	STREET MAINTENANCE DIVISION	TOOLS	7.36	
Z0HLJBZH-0001	PACKTRACK - K9 HANDLER SUBSCRPT. 10/25-10/26			$140.00
	POLICE DEPARTMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	140.00	
111-9561122-35	10' CABLE FOR CASH DRAWER RECEIPT PRINTER			$16.95
	FINANCE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	16.95	
181521	ST: POST HOLE DIGGER			$174.99
	STREET MAINTENANCE DIVISION	TOOLS	174.99	
00103	MONARCH CITY USA SIGN			$150.00
	PARK MAINTENANCE & CAPITAL	SIGNAGE SUPPLIES/EQUIPMENT	150.00	
H8TQ81E3	WWTP: ID WW TREATMENT CLASS 4 - Z NEU			$106.00
	WASTEWATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	106.00	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
229 T0073	HOTEL FOR IRWA CONF - REX EDWARDS T0073			$278.00
	WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	278.00	
227 - T0075	HOTEL FOR IRWA CONF - C LOGAN T0075			$278.00
	WATER DISTRIBUTION	TRAINING AND TRAVEL	278.00	
205 - T0074	HOTEL FOR IRWA CONF -C BOWMAN T0074			$278.00
	WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	278.00	
112-0482621-98	GLOW STICKS FIRE PREVENTION ACTIVITIES			$36.99
	FIRE DEPARTMENT - SANDPOINT	EDUCATION/TRAINING SUPPLIES	36.99	
267 - T0076	HOTEL FOR IRWA CONF -Q DUCKEN T0076			$278.00
	WATER DISTRIBUTION	TRAINING AND TRAVEL	278.00	
144579	NORTH 40 - K9 SUPPLIES			$70.96
	POLICE DEPARTMENT	PUBLIC SAFETY K9 SUPPLIES	70.96	
1770259	GPS SERVICE OCTOBER '25 - PATROL VEHICLES			$223.20
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY MISC	223.20	
204661 T0079	NAMPA HOTEL APA CONF JWELKER T0079			$457.65
	PLANNING DIVISION	TRAINING AND TRAVEL	457.65	
204077 - T0080	NAMPA HOTEL APA CONF B. DEAN T0080			$457.65
	PLANNING DIVISION	TRAINING AND TRAVEL	457.65	
PLNNNGZNNG1	APA IDAHO VIRTUAL TRAINING PZC COMMISSION			$50.00
	PLANNING DIVISION	TRAINING AND TRAVEL	50.00	
		Total For: CC VENDOR - WELLS FARGO		**$8,149.73**
Vendor: CITY OF KETCHUM				
9579	12-MO. LOBBYING SVCS -RESORT CITIES COALITION -DEC'25-NOV'26			$4,000.00
	CENTRAL SERVICES DEPARTMENT	TECH SERVICES - POLICY	4,000.00	
		Total For: CITY OF KETCHUM		**$4,000.00**
Vendor: CITY OF SANDPOINT				
10159	RV SITE FEES USED FOR LIFT STATION REPLACEMENT - SITE 14			$5,352.00
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	5,352.00	
10160	RV SITE FEES USED FOR LIFT STATION REPLACEMENT - SITE 12			$5,352.00
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	5,352.00	
		Total For: CITY OF SANDPOINT		**$10,704.00**
Vendor: CIVICPLUS INC				
352018	MUNICODE AGENDA & MEETING MANAGEMENT 12/6/25-12/5/26			$5,208.00
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - WEB/CODIFICATION/AGENDA	5,208.00	
		Total For: CIVICPLUS INC		**$5,208.00**
Vendor: COEUR D'ALENE TRACTOR CO				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
CDA-1089269	V-BELT, SPRING EXTENSION - ROW MOWING			$71.75
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	71.75	
		Total For: COEUR D'ALENE TRACTOR CO		**$71.75**
Vendor: COLEMAN OIL				
CP-0311360	SEPT FUEL CHARGES - POLICE			$3,396.09
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	225.30	
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	147.39	
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	3,023.40	
CP-0311368	SEPTEMBER FUEL CHARGES FIRE DEPT			$756.61
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	238.44	
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	52.65	
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	465.52	
CP-0301650	AUGUST FUEL CHARGES PARKS & PW			$7,015.73
	STREET MAINTENANCE DIVISION	FUEL - GASOLINE/DIESEL	2,069.65	
	WATER DISTRIBUTION	FUEL - GASOLINE/DIESEL	1,688.94	
	WASTEWATER COLLECTIONS	FUEL - GASOLINE/DIESEL	638.77	
	BUILDING DIVISION	FUEL - GASOLINE/DIESEL	89.06	
	WATER TREATMENT	FUEL - GASOLINE/DIESEL	475.60	
	WASTEWATER TREATMENT	FUEL - GASOLINE/DIESEL	453.64	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	471.19	
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	814.74	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	157.07	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	157.07	
CP-0311329	SEPTEMBER FUEL CHARGES PARKS & PW			$7,234.61
	CENTRAL SERVICES DEPARTMENT	FUEL - GASOLINE/DIESEL	17.73	
	STREET MAINTENANCE DIVISION	FUEL - GASOLINE/DIESEL	2,178.67	
	WATER DISTRIBUTION	FUEL - GASOLINE/DIESEL	1,662.19	
	WASTEWATER COLLECTIONS	FUEL - GASOLINE/DIESEL	595.84	
	BUILDING DIVISION	FUEL - GASOLINE/DIESEL	47.34	
	PUBLIC WORKS ADMINISTRATION	FUEL - GASOLINE/DIESEL	40.15	
	WATER TREATMENT	FUEL - GASOLINE/DIESEL	531.42	
	WASTEWATER TREATMENT	FUEL - GASOLINE/DIESEL	397.20	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	278.95	
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	1,299.14	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	92.99	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	92.99	
		Total For: COLEMAN OIL		**$18,403.04**
Vendor: CONSOLIDATED SUPPLY CO.				
S012596261.001	WD: BALL VALVE/COUPLING PARTS/VALVE LID			$778.03
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	778.03	
S012583439.001	WD: 2" METER, END POINTS, FREIGHT			$4,311.16
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	4,311.16	
S012641069.001	WD: FLANGE KIT			$71.18
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	71.18	
S012616102	WTP: CHLORINE SHOCKER			$163.09
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	163.09	
S012658446.001	WD: 4" FLANGE AND NUT SET			$19.36
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	19.36	
S012642457.001	WD: CAST IRON VALVE SLIP BASE			$105.37
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	105.37	
		Total For: CONSOLIDATED SUPPLY CO.		**$5,448.19**
Vendor: CO-OP GAS & SUPPLY CO.				
76110	SC: PAINT SCRAPER & GLOVES			$23.96
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	23.96	
79395	WTP: TURF BUILDER FOR FRONT LAWN			$29.99
	WATER TREATMENT	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	29.99	
71682	BEACH TOOLS			$80.34
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	80.34	
45165	WD: GLOVES			$109.94
	WATER DISTRIBUTION	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	109.94	
		Total For: CO-OP GAS & SUPPLY CO.		**$244.23**
Vendor: DC HUMPHRYS CO INC				
115771	FLOOR COVER SYSTEM - JER			$21,554.00
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	12,684.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	3,649.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	711.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	352.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	1,149.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	1,294.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	65.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	1,650.00	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
		Total For: DC HUMPHRYS CO INC		**$21,554.00**
Vendor: DEAN, WILLIAM W				
PER DIEM T008	PER DIEM APA FALL CONFERENCE T0080			$162.52
	PLANNING DIVISION	TRAINING AND TRAVEL	162.52	
		Total For: DEAN, WILLIAM W		**$162.52**
Vendor: DEBRA ANDERSON				
05-00090.02	UB REFUND FOR ACCOUNT: 05-00090.02			$30.25
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	30.25	
		Total For: DEBRA ANDERSON		**$30.25**
Vendor: DOOLEY ENTERPRISES INC				
70783	AMMUNITION - 18 CASES - 9MM & 223R1K			$2,814.22
	POLICE DEPARTMENT	FIREARMS & AMMUNITION	2,814.22	
		Total For: DOOLEY ENTERPRISES INC		**$2,814.22**
Vendor: EAGLE DRUG AND ALCOHOL TESTING LLC				
1011398	PRE-EMPLOYMENT DRUG TESTING; PW WWTP			$25.00
	WASTEWATER TREATMENT	OTHER PROF SERVICE - MEDICAL	25.00	
		Total For: EAGLE DRUG AND ALCOHOL TESTING LLC		**$25.00**
Vendor: EDNETICS INC				
INV-138504	VOIP STD/ANALOG USER CHARGES MNTHLY OCT'25			$2,813.89
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - VOIP	2,813.89	
		Total For: EDNETICS INC		**$2,813.89**
Vendor: EDWARD & NICOLE BUSHELL				
22-00040.04	UB REFUND FOR ACCOUNT: 22-00040.04			$173.56
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	173.56	
		Total For: EDWARD & NICOLE BUSHELL		**$173.56**
Vendor: FAR NORTH OUTFITTERS INC				
107363	ST: HIGH VIS ORANGE VESTS WITH LOGO			$162.00
	STREET MAINTENANCE DIVISION	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	162.00	
		Total For: FAR NORTH OUTFITTERS INC		**$162.00**
Vendor: FASTENAL COMPANY				
ICDOE226077	WD: LOCATE PAINT			$179.31
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	89.66	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	89.65	
IDCIE226408	WD: LOCATE PAINT AND BOLTS			$
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	44.52	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	44.52	
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	6.91	
		Total For: FASTENAL COMPANY		**$275.26**
Vendor: FEDERAL EXPRESS				
9-040-68487	WWTP: MAILING FOR TESTING			$71.53
	WASTEWATER TREATMENT	POSTAGE	71.53	
		Total For: FEDERAL EXPRESS		**$71.53**
Vendor: FIRST COMMUNICATIONS LLC				
128394515	LONG DISTANCE PHONE CHGS - OCT'25			$55.64
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - LANDLINE & OTHER	55.64	
		Total For: FIRST COMMUNICATIONS LLC		**$55.64**
Vendor: GALLS LLC				
032645251	BODY ARMOR/CARRIER (WILKOWSKI)			$1,480.85
	POLICE DEPARTMENT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	740.43	
	POLICE DEPARTMENT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	740.42	
032728682	TACTICAL FLEECE JACKET/CRO- CHUBB			$127.99
	POLICE DEPARTMENT	UNIFORM & CLOTHING	127.99	
032645230	BODY ARMOR/CARRIER (BARMORE)			$1,480.85
	POLICE DEPARTMENT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	740.43	
	POLICE DEPARTMENT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	740.42	
032901692	NEW HIRE SP36 -JARED WIRTZ - UNIFORM			$692.30
	POLICE DEPARTMENT	UNIFORM & CLOTHING	692.30	
032918235	NEW HIRE UNIFORMS - SP36 - JARED WIRTZ			$1,320.62
	POLICE DEPARTMENT	UNIFORM & CLOTHING	1,320.62	
		Total For: GALLS LLC		**$5,102.61**
Vendor: GARY & VICKI JONES				
06-01840.04	UB REFUND FOR ACCOUNT: 06-01840.04			$134.79
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	134.79	
		Total For: GARY & VICKI JONES		**$134.79**
Vendor: GRAINGER INC				
9644785652	WWTP: SANDBLAST KIT WITH SAND HOSE			$184.93
	WASTEWATER TREATMENT	TOOLS	184.93	
9676010698	WWTP: 2 TOOL BOXES			$473.72
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	473.72	
		Total For: GRAINGER INC		**$6**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: HACH COMPANY				
14706041	WTP: DIGITAL PH SENSOR			$1,632.54
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	1,632.54	
14728911	WTP: CHLORINE REAGENT SET			$87.62
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	87.62	
		Total For: HACH COMPANY		**$1,720.16**
Vendor: HENRY SCHEIN INC				
48542858	CELOX HEMOSTATIC DRESSING			$40.51
	FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	40.51	
48542857	MEDICAL SUPPLIES			$89.65
	FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	89.65	
		Total For: HENRY SCHEIN INC		**$130.16**
Vendor: HUGH SLATER				
05-03010.09	UB REFUND FOR ACCOUNT: 05-03010.09			$80.30
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	80.30	
		Total For: HUGH SLATER		**$80.30**
Vendor: IDAHO ASPHALT SUPPLY INC				
90012692	ST: TACK OIL FOR ASPHALT SEALING			$2,366.00
	STREET MAINTENANCE DIVISION	ROADWAY/PATH SUPPLIES/EQUIPMENT	2,366.00	
		Total For: IDAHO ASPHALT SUPPLY INC		**$2,366.00**
Vendor: IDAHO STATE TAX COMMISSION				
000002016-08 0	SALES & USE TAX 07/01/25 THRU 09/30/25			$1,812.10
	UNCLASSIFIED	IDAHO SALES TAX	1,812.10	
		Total For: IDAHO STATE TAX COMMISSION		**$1,812.10**
Vendor: INNOVATE! INC.				
SI05719	GIS SUPPORT SERVICES - SEPT 2025			$5,134.75
	INFORMATION TECHNOLOGY DIVISION	TECH SERVICES - GIS SERVICES	5,134.75	
		Total For: INNOVATE! INC.		**$5,134.75**
Vendor: INSIGHT DISTRIBUTING INC				
0539085-IN	WTP: CUSTODIAL SUPPLIES FOR CITY OF SANDPOINT PROPERTIES FY26			$106.90
	WATER TREATMENT	FACILITY SUPPLIES	106.90	
0540153-IN	CUSTODIAL SUPPLIES FOR CITY OF SANDPOINT PROPERTIES FY26			$203.15
	STREET MAINTENANCE DIVISION	FACILITY SUPPLIES	67.71	
	WATER DISTRIBUTION	FACILITY SUPPLIES	67.72	
	WASTEWATER TREATMENT	FACILITY SUPPLIES	67.72	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
		Total For: INSIGHT DISTRIBUTING INC		**$310.05**
Vendor: INTERSTATE CONCRETE & ASPHALT				
1082870	ST: 9.69 TON ASPHALT			$804.27
	STREET MAINTENANCE DIVISION	ROADWAY/PATH SUPPLIES/EQUIPMENT	804.27	
1079664	5.6 TON HOT ASPHALT - HURON			$464.80
	WATER DISTRIBUTION	ROADWAY/PATH SUPPLIES/EQUIPMENT	464.80	
1075959	WD/ST: ASPHALT FOR ELLA & MICHIGAN			$579.34
	WATER DISTRIBUTION	ROADWAY/PATH SUPPLIES/EQUIPMENT	123.67	
	STREET MAINTENANCE DIVISION	ROADWAY/PATH SUPPLIES/EQUIPMENT	455.67	
1075518	WD/ST: ASPHALT FOR 1932 & 1312 MAIN			$663.17
	WATER DISTRIBUTION	ROADWAY/PATH SUPPLIES/EQUIPMENT	373.03	
	STREET MAINTENANCE DIVISION	ROADWAY/PATH SUPPLIES/EQUIPMENT	290.14	
		Total For: INTERSTATE CONCRETE & ASPHALT		**$2,511.58**
Vendor: JAMES A SEWELL & ASSOC LLC				
113933	RUTH & BOYER ALLEY SEWER MAIN REPLACEMENT SVCS THRU 9/30			$2,205.20
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	2,205.20	
113066	RUTH & BOYER ALLEY SEWER MAIN REPLACEMENT SVCS THRU APRIL 2025			$10,112.95
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	10,112.95	
113831	RUTH & BOYER ALLEY SEWER MAIN REPLACEMENT THRU 8/31/25			$5,886.00
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	5,886.00	
		Total For: JAMES A SEWELL & ASSOC LLC		**$18,204.15**
Vendor: JARED RYAN SUNDBERG				
31	REPAIRS ON ENGINE OF 1132			$6,051.10
	FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	6,051.10	
		Total For: JARED RYAN SUNDBERG		**$6,051.10**
Vendor: JASON WELKER				
PER DIEM T007	PER DIEM APA FALL CONFERENCE			$162.52
	PLANNING DIVISION	TRAINING AND TRAVEL	162.52	
		Total For: JASON WELKER		**$162.52**
Vendor: JOHN AEXEL & KARA AEXEL				
03-02862.04	UB REFUND FOR ACCOUNT: 03-02862.04			$268.32
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	268.32	
		Total For: JOHN AEXEL & KARA AEXEL		**$268.32**
Vendor: JONATHAN GRIMM				
T0088-PERDIEM	T0088-PERDIEM-ID CONVENTION ON REC & TOURISM			$2
	MAYOR'S OFFICE	TRAINING AND TRAVEL	103.98	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	MAYOR'S OFFICE	TRAINING AND TRAVEL	170.00	
		Total For: JONATHAN GRIMM		**$273.98**
Vendor: J-U-B ENGINEERS INC				
0189269	LITTLE SANDCREEK CULVERT DESIGN 8/31 THRU 9/30			$14,804.90
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	2,456.70	
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	4,800.00	
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	7,548.20	
		Total For: J-U-B ENGINEERS INC		**$14,804.90**
Vendor: KCDA PURCHASING COOPERATIVE				
300875099	15X30 FULL CANTILEVER SHADE - SKATE PARK			$21,324.10
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	16,749.00	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	900.00	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	5,350.00	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	(1,674.90)	
		Total For: KCDA PURCHASING COOPERATIVE		**$21,324.10**
Vendor: KELLER ASSOCIATES INC				
025942	DESIGN SERVICES SEWER LIFT STATIONS 7/1 THRU 8/23			$1,100.00
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	1,100.00	
0253394	DSGN SVCS SEWER LIFT STATIONS - 8/24/25-9/30/25			$2,455.00
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	2,455.00	
		Total For: KELLER ASSOCIATES INC		**$3,555.00**
Vendor: KG & T SEPTIC INC				
57330	PORTABLE TOILET MONTHLY RENTAL 8/18-9/14			$4,988.00
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	293.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	831.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	302.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	269.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	293.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	269.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	1,767.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	302.00	
	RECREATION	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	540.00	
	WATER TREATMENT	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	122.00	
53929	PORTABLE TOILET MONTHLY RENTAL 5/26-6/22			$4,7
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	293.00	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	831.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	302.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	269.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	293.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	269.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	1,577.75	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	302.00	
	RECREATION	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	540.00	
	WATER TREATMENT	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	122.00	
25-1604 PAY AP	RUTH AVE-BOYER AVE SEWER MAIN REPLACEMENT THRU 9/26/25			$128,423.45
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	128,423.45	
		Total For: KG & T SEPTIC INC		**$138,210.20**
Vendor: KODIAK ADVERTISING				
3454	2) 12X18 ALMM SIGNS - SHOOTING RANGE			$68.00
	RECREATION	OPERATIONAL SUPPLIES/EQUIPMENT	68.00	
3461	18"X24" TRAILHEAD SIGN FOR MICKINNICK TRAILHEAD			$75.00
	PARK MAINTENANCE & CAPITAL	SIGNAGE SUPPLIES/EQUIPMENT	75.00	
		Total For: KODIAK ADVERTISING		**$143.00**
Vendor: LAKE CITY LAW GROUP PLLC				
42893	A25-1530-2 LEGAL SERVICES - FY25 SEPT			$9,630.00
	LEGAL	OTHER PROF SERVICE - LEGAL - CIVIL	9,630.00	
		Total For: LAKE CITY LAW GROUP PLLC		**$9,630.00**
Vendor: LAKE CITY MARINE SERVICES				
244680	LOWER UNIT REBUILD PORT MOTOR UNIT 1191			$1,752.97
	FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	1,752.97	
		Total For: LAKE CITY MARINE SERVICES		**$1,752.97**
Vendor: LES SCHWAB TIRE CENTER				
10800923674	TIRES - SPD10			$552.00
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	552.00	
10800923673	SPD10 TIRE BAL/PRESSURE MONITORING SYS/TIRE DISPOSAL			$123.93
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	123.93	
		Total For: LES SCHWAB TIRE CENTER		**$675.93**
Vendor: LESLEY CHACE				
03-01360.06	UB REFUND FOR ACCOUNT: 03-01360.06			$[illegible]
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	26.76	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
		Total For: LESLEY CHACE		**$26.76**
Vendor: LESLEY JELINEK				
02-02060.01	UB REFUND FOR ACCOUNT: 02-02060.01 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	25.44	$25.44
		Total For: LESLEY JELINEK		**$25.44**
Vendor: LOCAL HIGHWAY TECHNICAL				
T291825PM-2	ST: T2 CENTER CLASSES STREET MAINTENANCE DIVISION	TRAINING AND TRAVEL	80.00	$80.00
		Total For: LOCAL HIGHWAY TECHNICAL		**$80.00**
Vendor: LOU SOWERS PC				
2013691	PRE-EMPLOYMENT PSYCH EVAL - JARED WIRTZ POLICE DEPARTMENT	BACKGROUND CHECK SERVICES	700.00	$700.00
		Total For: LOU SOWERS PC		**$700.00**
Vendor: MARIDEAN BLOOM				
03-06030.00	UB REFUND FOR ACCOUNT: 03-06030.00 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	28.21	$28.21
		Total For: MARIDEAN BLOOM		**$28.21**
Vendor: MOUNTAIN VIEW FAMILY MEDICINE				
24749	NEW HIRE PHYSICAL JARED WIRTZ POLICE DEPARTMENT	OTHER PROF SERVICE - MEDICAL	250.00	$250.00
		Total For: MOUNTAIN VIEW FAMILY MEDICINE		**$250.00**
Vendor: NANCY & RAY ROGERS				
22-01900.12	UB REFUND FOR ACCOUNT: 22-01900.12 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	92.15	$92.15
		Total For: NANCY & RAY ROGERS		**$92.15**
Vendor: NAPA AUTO PARTS				
252579	ST: FLOOR DRY FOR OIL SPILL ON N. BOYER STREET MAINTENANCE DIVISION	ROADWAY/PATH SUPPLIES/EQUIPMENT	18.72	$18.72
252232	WWTP: GRINDER PARTS WASTEWATER TREATMENT	TOOLS	285.82	$285.82
253234	ST: DEP FORD RANGER STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	29.74	$29.74
253491	ST: 3/4 TON RAM OIL STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	13.98	$13.98
252245	BTTRY FOR 99 FORD RANGER - ALL PARKS			$1

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	126.56	
253966	ST: FORD RANGER - ORANGE RTU			$29.74
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	29.74	
		Total For: NAPA AUTO PARTS		**$504.56**
Vendor: NATIONAL GRANTS MANAGEMENT ASSOCIAT				
47907	MEMBERSHIP RENEWAL C. HUGHES - NGMA THROUGH 12/31/26			$174.00
	CENTRAL SERVICES DEPARTMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	174.00	
		Total For: NATIONAL GRANTS MANAGEMENT ASSOCIAT		**$174.00**
Vendor: NEWMAN SIGNS INC				
TRFINV063110	ST: (3) SIGN POSTS			$114.30
	STREET MAINTENANCE DIVISION	SIGNAGE SUPPLIES/EQUIPMENT	114.30	
		Total For: NEWMAN SIGNS INC		**$114.30**
Vendor: NORTH 40 OUTFITTERS				
050134/B	ST: RUBBER MAT			$19.99
	STREET MAINTENANCE DIVISION	FACILITY SUPPLIES	19.99	
049832/B	WWTP: HOSE,NOZZLE,SPRINKLER,PROT W/ SHUTOFF			$62.94
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	62.94	
050010/B	WWTP: EXT CORD			$6.99
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	6.99	
050066/B	ST: VALVES, PIPE JOINTS, COUPLING PARTS			$423.93
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	423.93	
050206/B	ST: CLAMP T BOLD AND COUPLERS			$64.95
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	64.95	
050200/B	ST: CLAMP T BOLTS			$77.94
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	77.94	
050184/B	ST: FG TARPS			$7.98
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	7.98	
050207/B	FLEECE JOB SHIRT			$89.99
	FIRE DEPARTMENT - SANDPOINT	UNIFORM & CLOTHING	89.99	
050091/B	SHOP: ELECTRICAL PARTS			$28.96
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	9.65	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	9.65	
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	9.66	
050092/B	2) LRG MGNTS, 2) C CLMP - WELDING TOOLS			$75.96
	PARK MAINTENANCE & CAPITAL	TOOLS	75.96	
050075/B	STABIL, FUEL FLTR, TRP, TRMMR HD, BIT HLDR, SCRWDRVR SET - ALL PARKS			$1

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	188.52	
050085/B	GLVS, BIB - SNW PLWNG CLOTHES - ALL PARKS			$171.98
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	171.98	
050227/B	ST: HANGING UTLITY LIGHT			$49.99
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	49.99	
050217/B	ST: FLOOD LIGHT AND UTILITY LIGHT			$70.98
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	70.98	
050254/B	WWTP: TOOLS - RACHET AND 15" HANDLE			$206.97
	WASTEWATER TREATMENT	TOOLS	206.97	
		Total For: NORTH 40 OUTFITTERS		**$1,548.07**
Vendor: NORTHERN LIGHTS				
3521200-2025	ANNUAL SECURITY/YARD LIGHTS - FY'25			$1,159.08
	WASTEWATER COLLECTIONS	ELECTRICITY	1,159.08	
		Total For: NORTHERN LIGHTS		**$1,159.08**
Vendor: OXARC INC				
0062128234	WWTP: CHLORINE & GAS CYLINDERS			$162.30
	WASTEWATER TREATMENT	CHEMICAL SUPPLIES	162.30	
0062130824	WTP: CHLORINE AND SULFUR DIOXIDE			$144.81
	WATER TREATMENT	CHEMICAL SUPPLIES	144.81	
0032304709	WTP: SAFETY GLASSES			$7.47
	WATER TREATMENT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	7.47	
0032304755	WD: HLGHT MAXIMUM EARPLUG WITH CORD			$57.40
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	19.14	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	19.13	
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	19.13	
		Total For: OXARC INC		**$371.98**
Vendor: PACIFIC STEEL & RECYCLING				
9160871	SD: 20' ANGLE AND 20' HR STRIP - SEWER EXXON			$71.94
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	71.94	
		Total For: PACIFIC STEEL & RECYCLING		**$71.94**
Vendor: PACWEST MACHINERY LLC				
30430317	ST: SWEEPER SWITCH			$94.50
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	94.50	
30429076	ST: SWITCH FOR SWEEPER			$66.48
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	66.48	
30430343	ST: SWEEPER SWITCH ACTUATOR, SPRING ASSEMBLY, CAM, SWITCH BODY SWI			$

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	86.10	
		Total For: PACWEST MACHINERY LLC		**$247.08**
Vendor: PASSPORT LABS INC				
INV-1055374	PARKING TICKET SOFTWARE SVCS JULY '25			$1,869.22
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	1,869.22	
INV-1054730	PARKING TICKET SOFTWARE SVCS AUG '25			$1,444.27
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	1,444.27	
INV-1055795	PARKING TICKET SOFTWARE SVCS SEPT'25			$1,469.73
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	1,469.73	
		Total For: PASSPORT LABS INC		**$4,783.22**
Vendor: PASSWORD ANSWER SERVICE INC				
000037-877-321	AFTER HRS ANSWER SVCS OCT '25			$184.75
	PUBLIC WORKS ADMINISTRATION	TELEPHONE - LANDLINE & OTHER	184.75	
		Total For: PASSWORD ANSWER SERVICE INC		**$184.75**
Vendor: PELICANCORP ONE CALL INC				
INV-1395	UTILITY LOCATOR SERVICES SEPTEMBER '25			$432.60
	WATER DISTRIBUTION	TELEPHONE - LANDLINE & OTHER	216.30	
	WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	216.30	
		Total For: PELICANCORP ONE CALL INC		**$432.60**
Vendor: PHOENIX ASPHALT MAINTENENCE INC				
1404	ST: DURAPATCHER SPRAY NOZZLE			$484.90
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	484.90	
		Total For: PHOENIX ASPHALT MAINTENENCE INC		**$484.90**
Vendor: PITNEY BOWES GLOBAL FINANCIAL SERVI				
10242025	POSTAGE METER CREDIT LINE PAYMENT			$200.00
	CENTRAL SERVICES DEPARTMENT	POSTAGE	200.00	
		Total For: PITNEY BOWES GLOBAL FINANCIAL SERVI		**$200.00**
Vendor: PREMIER ELECTRIC MOTORS				
12309	WWTP: MOTOR REPLACEMENT			$1,543.75
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	1,543.75	
		Total For: PREMIER ELECTRIC MOTORS		**$1,543.75**
Vendor: PUMPTECH INC				
113534	REPAIR OF PEERLESS VERTICAL TURBINE			$714.00
	WASTEWATER TREATMENT	SERVICES - EQUIPMENT - R&M	714.00	
		Total For: PUMPTECH INC		**$7**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: RECTRAC LLC				
VS018552	RECREATION & PARKS MGM SOFTWARE 10/1/25-9/30/26			$9,600.00
	RECREATION	SOFTWARE/SAAS - RECTRAC/REC1/TEAMSIDELIN	1,153.92	
	PARK MAINTENANCE & CAPITAL	SOFTWARE/SAAS - RECTRAC/REC1/TEAMSIDELIN	4,523.52	
	PARK MAINTENANCE & CAPITAL	SOFTWARE/SAAS - RECTRAC/REC1/TEAMSIDELIN	1,716.48	
	PARK MAINTENANCE & CAPITAL	SOFTWARE/SAAS - RECTRAC/REC1/TEAMSIDELIN	514.56	
	CITY BEACH RV PARK	SOFTWARE/SAAS - RECTRAC/REC1/TEAMSIDELIN	1,691.52	
		Total For: RECTRAC LLC		**$9,600.00**
Vendor: RICHARD & MARIAH DECKER				
06-02380.09	UB REFUND FOR ACCOUNT: 06-02380.09			$84.57
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	84.57	
		Total For: RICHARD & MARIAH DECKER		**$84.57**
Vendor: RICHARD AND/OR CLAUDIA WELLS ESTATE				
22-04270.05	UB REFUND FOR ACCOUNT: 22-04270.05			$332.13
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	332.13	
		Total For: RICHARD AND/OR CLAUDIA WELLS ESTATE		**$332.13**
Vendor: RODDA PAINT CO - PREVIOUSLY MILLER PAINT				
61005656	PNT SPPLS FOR SCRBRD UPRIGHTS - MEM			$97.18
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	97.18	
		Total For: RODDA PAINT CO - PREVIOUSLY MILLER PAINT		**$97.18**
Vendor: SAND CREEK CUSTOM WEAR				
11587	SFD VECTOR FILE FOR UNIFORMS			$50.00
	FIRE DEPARTMENT - SANDPOINT	UNIFORM & CLOTHING	50.00	
		Total For: SAND CREEK CUSTOM WEAR		**$50.00**
Vendor: SANDPOINT BUILDING SUPPLY				
2515526	ST: SUPPLIES FOR SIGN STORAGE			$48.74
	STREET MAINTENANCE DIVISION	FACILITY SUPPLIES	48.74	
2515530	ST: 6X6 12' FOR BRINE PUMP SUPPLY			$246.56
	STREET MAINTENANCE DIVISION	FACILITY SUPPLIES	246.56	
2515058	20) PATIO BLCK, 6) 2X4X8, TAPE MSR - BEACH			$87.90
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	87.90	
		Total For: SANDPOINT BUILDING SUPPLY		**$383.20**
Vendor: SANDPOINT PROPERTY MANAGEMENT INC				
03-04745.15	UB REFUND FOR ACCOUNT: 03-04745.15			$[illegible]
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	26.65	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
		Total For: SANDPOINT PROPERTY MANAGEMENT INC		**$26.65**
Vendor: SEAWESTERN INC				
INV45668	FIREFIGHTING LANTERN/VEHICLE MOUNT SYS			$326.18
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	326.18	
		Total For: SEAWESTERN INC		**$326.18**
Vendor: SELKIRK GLASS & CABINETS INC				
44926	REPLACE DOOR GLASS SNACK SHACK			$308.00
	CITY BEACH CONCESSIONS	SERVICES - BUILDING - R&M	208.00	
	CITY BEACH CONCESSIONS	SERVICES - BUILDING - R&M	100.00	
		Total For: SELKIRK GLASS & CABINETS INC		**$308.00**
Vendor: SELKIRK PEND OREILLE TRANSIT				
10012025	SPOT GRANT MATCH FY25/26			$145,000.00
	GENERAL GOVERNMENT PROJECTS	TECH SERVICES - TRANSPORTATION - SPOT	145,000.00	
		Total For: SELKIRK PEND OREILLE TRANSIT		**$145,000.00**
Vendor: SELKIRK PRESS INC				
22862	BUSINESS CARDS- G. WILSON, S. KEITH, R. MCKINLEY, B. PARKER			$139.00
	BUILDING DIVISION	PRINTING AND BINDING	52.00	
	PUBLIC WORKS ADMINISTRATION	PRINTING AND BINDING	29.00	
	PUBLIC WORKS ADMINISTRATION	PRINTING AND BINDING	29.00	
	CENTRAL SERVICES DEPARTMENT	PRINTING AND BINDING	29.00	
22908	SPD - BUSINESS CARDS			$52.00
	POLICE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	52.00	
		Total For: SELKIRK PRESS INC		**$191.00**
Vendor: SEW PRO 2				
3548-35	DON LITTLE SP30 - HEM UNIFORM PANTS			$18.00
	POLICE DEPARTMENT	UNIFORM & CLOTHING	18.00	
		Total For: SEW PRO 2		**$18.00**
Vendor: SHI INTERNATIONAL CORP				
B19265415	CANON C225 DOC SCANNERS			$802.59
	INFORMATION TECHNOLOGY DIVISION	COMPUTER SUPPLIES/EQUIPMENT	802.59	
		Total For: SHI INTERNATIONAL CORP		**$802.59**
Vendor: SOUTH FORK HARDWARE (FIRE)				
415949	WET FLOOR SIGN, BUG TRAP, NUTS&BOLTS, ROPE			$148.73
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	148.73	
		Total For: SOUTH FORK HARDWARE (FIRE)		**$1**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: SOUTH FORK HARDWARE (PARKS)				
415512	SCRWS, NTS & BLTS, SAW, CLMPS, BATTERIES- ALL PARKS			$495.35
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	495.35	
415543	DRLL BIT SET, PAINT THINNER, CRTRDG FILTER - ALL PARKS			$89.45
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	89.45	
415633	CAULK, DRILL BITS, DOWELS - MEMORIAL			$85.96
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	85.96	
415690	AAA BATTERIES, WRENCH FLARE NUT, FUEL STABILIZER			$77.96
	PARK MAINTENANCE & CAPITAL	TOOLS	77.96	
416984	PNT, STPLS FOR RNG TRGTS, TRSH BGS - OUTDOOR RANGE			$52.53
	RECREATION	OPERATIONAL SUPPLIES/EQUIPMENT	52.53	
415852	SUPPLIES TO BLOW OUT SPRINKLERS - TRAVERS			$18.47
	PARK MAINTENANCE & CAPITAL	IRRIGATION SUPPLIES	18.47	
416088	PLIERS & TIE DWNS - TRAVERS			$34.98
	PARK MAINTENANCE & CAPITAL	TOOLS	34.98	
416192	2) CHN SAW FILES - TRAVERS			$13.98
	PARK MAINTENANCE & CAPITAL	TOOLS	13.98	
416397	5/8X10 FL USL LEADER - ALL PARKS			$21.99
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	21.99	
416580	PAINT AND ELECTRIC SUPPLIES - MEMORIAL			$56.18
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	56.18	
416241	HRDWR HNG STCU SGN ON FTBL SCR BRD AT MEM			$42.16
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	42.16	
416393	GLVS, SHP RGS - ALL PARKS			$57.46
	PARK MAINTENANCE & CAPITAL	UNIFORM & CLOTHING	57.46	
416472	DROP CLOTH - ALL PARKS			$32.95
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	32.95	
		Total For: SOUTH FORK HARDWARE (PARKS)		**$1,079.42**
Vendor: SOUTH FORK HARDWARE (PUB WKS)				
416558	WWTP: SAW BLADE & RAFT ANG SQUARE			$41.98
	WASTEWATER TREATMENT	TOOLS	41.98	
415861	ST: CONCRETE MIX			$16.98
	STREET MAINTENANCE DIVISION	SIGNAGE SUPPLIES/EQUIPMENT	16.98	
416967	ST: SASHCO BIG STRETCH CAULK			$9.99
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	9.99	
416680	WWC: BATTERY			$11.99
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	11.99	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
		Total For: SOUTH FORK HARDWARE (PUB WKS)		**$80.94**
Vendor: SPOKANE HOUSE OF HOSE INC				
1147080	ST: CAM LOCKS AND PVC SUCTION HOSE			$533.86
	STREET MAINTENANCE DIVISION	TOOLS	533.86	
		Total For: SPOKANE HOUSE OF HOSE INC		**$533.86**
Vendor: SPOKANE POWER TOOL & HARDWARE INC				
1-00284495	SC: FREIGHT CREDIT			$(15.27)
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	(15.27)	
1-00283606-1	SC: HONDA IGNITION COIL AND SUPPRESSOR CAP			$185.39
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	185.39	
		Total For: SPOKANE POWER TOOL & HARDWARE INC		**$170.12**
Vendor: STANTEC CONSULTING SERVICES INC				
2465548	ENGR SERVICES THRU SEPT 30, 2025			$14,925.16
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	14,925.16	
		Total For: STANTEC CONSULTING SERVICES INC		**$14,925.16**
Vendor: STEEL LLC				
33874099	FY26 HVAC MAINTENANCE AND AS NEEDED REPAIRS - A24-1940-6			$1,500.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - BUILDING - R&M	1,500.00	
33928761	NISHA MEDICAL - REPAIRS			$4,224.60
	GENERAL GOVERNMENT PROJECTS	SERVICES - BUILDING - R&M	4,224.60	
		Total For: STEEL LLC		**$5,724.60**
Vendor: TABERT CUSTOM HOMES LLC				
09-00432.01	UB REFUND FOR ACCOUNT: 09-00432.01			$38.93
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	38.93	
		Total For: TABERT CUSTOM HOMES LLC		**$38.93**
Vendor: TORK ELECTRIC INC				
8909	WTP: SUMP PUMP FIX			$180.00
	WATER TREATMENT	TECH SERVICES - ELECTRICAL	0.00	
	WATER TREATMENT	TECH SERVICES - ELECTRICAL	180.00	
8908	WTP: VALVE ACTUATOR HOOK UP @ SAND CREEK			$275.67
	WATER TREATMENT	TECH SERVICES - ELECTRICAL	275.67	
8910	ON CALL ELECTRICAL SERVICES SEPT 25			$2,927.28
	GOVERNMENT BUILDING & GROUNDS DIVISION	TECH SERVICES - ELECTRICAL	920.16	
	GOVERNMENT BUILDING & GROUNDS DIVISION	TECH SERVICES - ELECTRICAL	763.91	
	PARK MAINTENANCE & CAPITAL	TECH SERVICES - ELECTRICAL	566.62	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	CITY BEACH RV PARK	TECH SERVICES - ELECTRICAL	357.85	
	PARK MAINTENANCE & CAPITAL	TECH SERVICES - ELECTRICAL	318.74	
		Total For: TORK ELECTRIC INC		**$3,382.95**
Vendor: VERIZON WIRELESS				
6123989547	WIRELESS PHONE/DATA CHGS - AUG-SEPT'25			$101.15
	WATER DISTRIBUTION	TELEPHONE - WIRELESS	38.72	
	WASTEWATER TREATMENT	TELEPHONE - WIRELESS	38.72	
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	23.71	
6126475731	WIRELESS PHONE/DATA CHGS - SEPT-OCT'25			$101.26
	WATER DISTRIBUTION	TELEPHONE - WIRELESS	38.73	
	WASTEWATER TREATMENT	TELEPHONE - WIRELESS	38.73	
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	23.80	
		Total For: VERIZON WIRELESS		**$202.41**
Vendor: WARREN ELA				
22-05120.02	UB REFUND FOR ACCOUNT: 22-05120.02			$290.19
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	290.19	
		Total For: WARREN ELA		**$290.19**
Vendor: WASTE MANAGEMENT OF IDAHO INC				
62105-25000	CITY PROPERTY REFUSE/WASTE CHARGES SEPT'25			$5,570.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	DISPOSAL (GARBAGE) SERVICES	720.00	
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	3,120.00	
	WASTEWATER TREATMENT	DISPOSAL (GARBAGE) SERVICES	160.00	
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	480.00	
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	480.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	DISPOSAL (GARBAGE) SERVICES	50.00	
	PUBLIC WORKS ADMINISTRATION	DISPOSAL (GARBAGE) SERVICES	240.00	
	WATER TREATMENT	DISPOSAL (GARBAGE) SERVICES	320.00	
		Total For: WASTE MANAGEMENT OF IDAHO INC		**$5,570.00**
Vendor: WELCH COMER & ASSOCIATES INC				
44050020-008	BRIDGE ST SIDEWALK DSGN SVCS 8/17/25-9/30/25			$3,000.00
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	3,000.00	
		Total For: WELCH COMER & ASSOCIATES INC		**$3,000.00**
Vendor: WHITE BLOCK COMPANY INC				
0333659-IN	SEWER MANHOLES - QTY 4 SETS			$5,4
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	448.37	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	324.33	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	265.40	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	333.76	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	448.37	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	160.00	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	324.33	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	386.04	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	448.37	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	80.00	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	324.33	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	333.76	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	448.37	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	324.33	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	160.00	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	265.40	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	333.76	
0333660-IN	FREIGHT FOR MANHOLE SETS			$600.00
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	600.00	
0333854-IN	WD/SC: MANHOLES AND RISER RINGS			$1,385.26
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	573.03	
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	406.11	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	406.12	
		Total For: WHITE BLOCK COMPANY INC		**$7,394.18**
Vendor: WOOD'S CRUSHING & HAULING INC				
56507	WD/SC: AUGUST HAUL 3/4" MINUS			$2,526.25
	WASTEWATER COLLECTIONS	ROADWAY/PATH SUPPLIES/EQUIPMENT	707.35	
	WATER DISTRIBUTION	ROADWAY/PATH SUPPLIES/EQUIPMENT	1,818.90	
56999	WD/SC: SEPT HAUL 3/4" MINUS			$171.32
	WASTEWATER COLLECTIONS	ROADWAY/PATH SUPPLIES/EQUIPMENT	85.66	
	WATER DISTRIBUTION	ROADWAY/PATH SUPPLIES/EQUIPMENT	85.66	
		Total For: WOOD'S CRUSHING & HAULING INC		**$2,697.57**
Vendor: ZACHARY FISHER				
T0087 PER DIE	PER DIEM FOR DRE TRAINING - T0087			$301.00
	POLICE DEPARTMENT	TRAINING AND TRAVEL	301.00	
		Total For: ZACHARY FISHER		**$3**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: ZW USA INC				
784363	MUTT MITTS - DOG WASTE BAGS FOR PARKS FY26			$7,920.00
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	1,980.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	1,980.00	
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	990.00	
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	990.00	
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	990.00	
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	990.00	
			Total For: ZW USA INC	**$7,920.00**

City of Sandpoint Payroll Breakdown for OCTOBER 2025
Employee Benefit Compensation Export
From 10/01/2025-10/31/2025

WAGES Total Employer Amount	MEDICAL Total Employer Amount	DENTAL Total Employer Amount	SUPPLEMENTAL Total Employer Amount	TAXES Total Employer Amount	RETIREMENT Total Employer Amount	Employer Total
530,777.75	98,735.26	4,095.00	12,461.27	34,824.91	68,880.29	749,774.48

Payables Total: $ 725,461.13
Payroll Total: $ 749,774.48
Grand Total: $1,475,235.61

Councilor Signature: _____ Date: _____

Councilor Name: Kyle Schreiber

AGENDA REPORT

City Council Meeting

TODAY'S DATE: October 13, 2025

MEETING DATE: November 05, 2025

TO: City Council

FROM: Cheryl Hughes, Central Services Director

SUBJECT: Approve Change Order No 7 to A24-3400-1 B & E Electric – SCADA Upgrades Project

DESCRIPTION/BACKGROUND:

City Council approved Agreement A24-3400-1 to B&E Electric, Inc. under Resolution 24-014 for SCADA Upgrades on March 06, 2024 in the amount of $1,315,525.00 and approved Change Order No 1 on June 20, 2024 in the amount of $7,932; Change Order No. 2 on August 07, 2024 for $30,157; and Change Order No 3 on December 18, 2024 for $40,000 for a revised project amount of $1,393,614. As this project continues to progress, other repairs, unknown until work was in progress, have arisen or have been identified as needed, including fiber continuity between the WWTP and the WTP – work being performed by ZerodB but creating an impact on the SCADA project. Additionally, the SCADA servers are requiring additional and unexpected work by IT and B&E, as well as the vendor/manufacturer.

Although it is unknown at this time, the estimated additional amount for the added work is a not to exceed amount of $20,000. Additionally, because of the unforeseen fiber continuity and server work, the completion date is also delayed an additional three months to January 31, 2026.

With this Change Order No. 7, the total revised Contract price is $1,413,614.0

STAFF RECOMMENDATION:

Staff recommends City Council consider approving Change Order No. 3 to Agreement A24-3400-1 to B&E Electric, Inc. in the amount of $20,000.00 for a revised Contract price of $1,413,614.00.

ACTION:

City Council to approve Change Order No. 2 to Agreement A24-3400-1 to B&E Electric, Inc. in the amount of $20,000.00 for a revised Contract price of $1,413,614.00.

WILL THERE BE ANY FINANCIAL IMPACT? Yes - increase of $20,000.00 to the contract price.

HAS THIS ITEM BEEN BUDGETED? There are funds available in the Wastewater fund for this Change Order No. 7.

ATTACHMENTS:

Proposed Resolution

A24-3400-1 B & E Electric Inc – SCADA Upgrades Change Order No 7

A24-3400-1 B & E Electric Inc – SCADA Upgrades Change Order No 6

A24-3400-1 B & E Electric Inc – SCADA Upgrades Change Order No 5

A24-3400-1 B & E Electric Inc – SCADA Upgrades Change Order No 3

A24-3400-1 B & E Electric Inc – SCADA Upgrades Change Order No 2

A24-3400-1 B & E Electric Inc – SCADA Upgrades Change Order No 1

A24-3400-1 B & E Electric Inc – SCADA Upgrades Project

No: 25-
Date: November 5, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: CHANGE ORDER NO. 7 TO SCADA UPGRADES PROFESSIONAL SERVICES AGREEMENT WITH B & E ELECTRIC, INC. (CITY AGREEMENT A24-3401-1)

WHEREAS: Following a Request for Proposals (RFP) process, City Council awarded Agreement A24-3400-1 to B & E Electric, Inc., for SCADA upgrades on March 20, 2024, under Resolution 24-014 in the amount of $1,315,525;

WHEREAS: On June 20, 2024, under Resolution 24-041, City Council approved Change Order No. 1 to this agreement in order to address faulty lift station sensors that had been discovered after the project was underway at a cost of $7,932;

WHEREAS: On August 7, 2024, under Resolution 24-053, City Council approved Change Order No. 2 to this agreement for replacement of lift station level sensors and auto dialers at a cost of $30,157;

WHEREAS: On December 18, 2024, under Resolution 24-083, City Council approved Change Order No. 3 to this agreement for a number of additional safety related repairs at a cost of $40,000;

WHEREAS: As this project progresses, other repairs have been identified, including the need for fiber continuity between the Wastewater Treatment Plant (WWTP) and Water Treatment Plant (WTP) and unexpected SCADA server work;

WHEREAS: Although it is unknown at this time, it is estimated that the amount for this work will not exceed $20,000;

WHEREAS: Because of the unforeseen fiber continuity and server work, at this time, the completion date is delayed by an additional three months to January 31, 2026; and

WHEREAS: Change Order No. 7 to the agreement with B & E Electric will add $20,000 to the cost of this project, as outlined above, resulting in a revised contract price of $1,413,614.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves Change Order No. 7 to Agreement A24-3400-1 with B & E Electric, Inc., a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: As set forth in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction and further outlined in the City of Sandpoint Procurement Policy, on behalf of the City, the Mayor or his designee is hereby authorized to execute this change order.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

CITY OF SANDPOINT

CONTRACT CHANGE ORDER

Date: 10/13/2025

SCADA UPGRADES PROJECT

Change Order No: **7**

Contractor: **B & E ELECTRIC, INC.** Project No: **A24-3400-1**

This change order shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays and inefficiency, related to any Work either covered or affected by the change, including all direct, indirect, impact, reduced productivity, costs due to extended schedule duration and any other claim by Contractor. By signing this change order, the Contractor waives any additional entitlement to additional compensation or schedule extension.

The following changes to the contract documents are issued:

Item	***Description***	***Change In Contract Price***
1	Change in substantial completion date due to fiber continuity work between WWTP and WTP being performed by ZeroDB outside this contract. Servers requiring additional and unexpected work by IT and vendor/manufacturer.	
2	Reduce contract amount $50,644.00 due to internal error, adding lift station work at City Beach project to this template. Amount never approved by Council, as error was caught when Change Order was drafted. However, the contract amount never was reduced and carried forward.	-$50,644.00
3	Increase in not to exceed contract price due to Item 1.	$20,000.00
	Total Change In Contract Price:	***-$30,644.00***

Original Contract Price:	*$1,315,525.00*
Prior Approved Change Orders:	*$128,733.00*
Reduction to Prior Change Order Amountdue to Internal Error	*($50,644.00)*
Revised Contract Price:	*$1,393,614.00*
Current Change Order Price:	**$20,000.00**
New Contract Price:	*$1,413,614.00*

Time provided for completion in the contract is:

*[ ] unchanged, [X] increased, [ ] decreased by **0** calendar days.*

*The Substantial Completion date for this contract is **January 31, 2026***

This document will become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted By: _____

Contractor, Patrick Oens Date

Recommended By: _____

City of Sandpoint IT Project Manager, Ben Parker Date

Approved By: _____

Mayor, Jeremy Grimm Date

DocuSign Envelope ID: 1E4063E7-89DE-4358-A551-A73B19589E39

CITY OF SANDPOINT

CONTRACT CHANGE ORDER

Date: 6/20/2024

SCADA UPGRADES PROJECT

Change Order No: 1

Contractor: **B & E ELECTRIC, INC.**

Project No: **A24-3400-1**

This change order shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays and inefficiency, related to any Work either covered or affected by the change, including all direct, indirect, impact, reduced productivity, costs due to extended schedule duration and any other claim by Contractor. By signing this change order, the Contractor waives any additional entitlement to additional compensation or schedule extension.

The following changes to the contract documents are issued:

Item	*Description*	*Change In Contract Price*
1	***Scope:*** Scope: Replacing faulty level sensors at the following lift stations: Cottonwood; Northview; Pine Street ***Justification:*** There were issues identified that were pre-existing to lift station level sensors. These are critical areas within lift stations and are in line with the SCADA Project contract. For this reason, this work is being added to the contract and is listed as priority to this project.	$7,932.00
	Total Change In Contract Price:	***$7,932.00***

Original Contract Price:	*$1,315,525.00*
Prior Approved Change Orders:	*$0.00*
Revised Contract Price:	*$1,315,525.00*
Current Change Order Price:	**$7,932.00**
New Contract Price:	*$1,323,457.00*

Time provided for completion in the contract is:

*[**X**] unchanged, [ ] increased, [ ] decreased by **0** calendar days.*

The Substantial Completion date for this contract is ***March 31, 2025***

This document will become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted By: DocuSigned by: Patrick Oens Patrick Oens President 6/10/2024
Contractor Date

Recommended By: DocuSigned by: Adam Skoog Adam Skoog IT Project Manager 6/10/2024
City of Sandpoint IT Project Manager Date

Approved By: DocuSigned by: Cheryl Hughes Cheryl Hughes Central Services Director 6/10/2024
City of Sandpoint Central Services Director Date

Approved By:
Mayor Date

Docusign Envelope ID: 252D1800-0C6A-45BF-8396-9552A6DA72F6

CITY OF SANDPOINT

CONTRACT CHANGE ORDER

Date: 8/7/2024

SCADA UPGRADES PROJECT

Change Order No: **2**

Contractor: **B & E ELECTRIC, INC.**

Project No: **A24-3400-1**

This change order shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays and inefficiency, related to any Work either covered or affected by the change, including all direct, indirect, impact, reduced productivity, costs due to extended schedule duration and any other claim by Contractor. By signing this change order, the Contractor waives any additional entitlement to additional compensation or schedule extension.

The following changes to the contract documents are issued:

Item	*Description*	*Change In Contract Price*
1	***Scope:*** Scope: Upgrading the level sensors and Auto Dialers at lift stations as follows: Level Sensors: Bristle Cone, Cedars, Fishback, Spring Creek, Timberline, University, Westwood Auto Dialers: Bristlecone, Cottonwood, Hickory Glen, North Boyer, Northview, Sandcreek, Silverwings, Seasons, South Boyer, Spring Creek, Westwood ***Justification:*** Auto Dialers were not included in the initial RFP as City staff believed SCADA would eliminate the need for them. It was determined this is a necessary back-up to the SCADA system. Current auto dialers are outdated technology and replacing them will meet alarm channel outputs. The level sensors in the RFP were listed as both submersible and radar level sensors. B & E provided their recommendation to change to radar level sensors at the noted lift stations as they have a longer operating life and are less likely to fail. It is cost effective to change these out now rather than later when the current sensors fail.	$30,157.00
	Total Change In Contract Price:	***$30,157.00***

Original Contract Price: *$1,315,525.00*
Prior Approved Change Orders: *$7,932.00*
Revised Contract Price: *$1,323,457.00*

Current Change Order Price: **$30,157.00**
New Contract Price: *$1,353,614.00*

Time provided for completion in the contract is:
*[X] unchanged, [ ] increased, [ ] decreased by **0** calendar days.*
*The Substantial Completion date for this contract is **March 31, 2025***

This document will become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted By: DocuSigned by: Patrick Oens 609E8B8AD73D4FF... Patrick Oens President — 7/24/2024
Contractor — Date

Recommended By: Signed by: Adam Skoog IT Project Manager — 8/2/2024
City of Sandpoint IT Project Manager — Date

Approved By: DocuSigned by: Cheryl Hughes — 7/31/2024
City of Sandpoint Central Services Director — Date

Approved By: 8-07-24
Mayor — Date

No: 24-083
Date: December 18, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: CHANGE ORDER NO. 3 TO SCADA UPGRADES PROFESSIONAL SERVICES AGREEMENT WITH B & E ELECTRIC, INC. (CITY AGREEMENT A24-3401-1)

WHEREAS: Following a Request for Proposals (RFP) process, City Council awarded Agreement A24-3400-1 to B & E Electric, Inc., for SCADA upgrades on March 20, 2024, under Resolution 24-014 in the amount of $1,315,525.00;

WHEREAS: On June 20, 2024, under Resolution 24-041, City Council approved Change Order No. 1 to this agreement in order to address faulty lift station sensors that had been discovered after the project was underway at a cost of $7,932;

WHERAS: On August 7, 2024, under Resolution 24-053, City Council approved Change Order No. 2 to this agreement for replacement of lift station level sensors and auto dialers at a cost of $30,157;

WHEREAS: As this project progresses, other repairs, unknown until work is underway, have arisen or have been identified, at a cost of $30,000, including the fabrication of a safety basket at the Seasons lift station in order to safely access the work area of the lift station, failed components and equipment identified at various lift stations, the necessity to standardize equipment to ensure it will work with the new SCADA system, the need to install a wireless bridge from the Woodland booster to the Woodland reservoir for water treatment, which is a currently a missing component, and installation of industrial grade switching to connect the WWTP and WTP SCADA software, which currently does not exist;

WHEREAS: Due to the continuing possibility of currently unknown repairs and equipment replacements, City staff requests an additional $10,000 to help ensure the project may continue to progress without delay, as it is critical to the safety of our treatment plants; and

WHEREAS: Change Order No. 3 to the agreement with B & E Electric will add $40,000 to the cost of this project, as outlined above, resulting in a revised contract price of $1,393,614.00.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves Change Order No. 3 to Agreement A24-3400-1 with B & E Electric, Inc., a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: As set forth in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction and further outlined in the City of Sandpoint Procurement Policy, on behalf of the City, the Mayor or his designee is hereby authorized to execute this change order.

Jeremy Grimm, Mayor

ATTEST:

Melissa Ward, City Clerk

Docusign Envelope ID: EC5FFB26-0487-467A-BBE6-AF601A218868

CITY OF SANDPOINT

CONTRACT CHANGE ORDER

Date: 12/18/2024

SCADA UPGRADES PROJECT

Change Order No: **3**

Contractor: **B & E ELECTRIC, INC.** Project No: **A24-3400-1**

This change order shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays and inefficiency, related to any Work either covered or affected by the change, including all direct, indirect, impact, reduced productivity, costs due to extended schedule duration and any other claim by Contractor. By signing this change order, the Contractor waives any additional entitlement to additional compensation or schedule extension.

The following changes to the contract documents are issued:

Item	*Description*	*Change In Contract Price*
1	Contract Price Increase ***Justification:*** 1. Many lift stations required additional equipment standardization and replacement of failed components and a safety basket was fabricated for safe underground access at the Seasons Lift Station. 2. The WWTP and WTP require switching for communication between the facilities to support the new SCADA software, as this communication is currently unavailable. Additionally, Water Treatment requires a wireless bridge for the Woodland booster to the Woodland reservoir to integrate with the SCADA system. 3. To address these needs and any further unforeseen issues, a total budget increase of $40,000 is requested for this contract.	$40,000.00
	Total Change In Contract Price:	***$40,000.00***

Original Contract Price:	*$1,315,525.00*
Prior Approved Change Orders:	*$38,089.00*
Revised Contract Price:	*$1,353,614.00*
Current Change Order Price:	**$40,000.00**
New Contract Price:	*$1,393,614.00*

Time provided for completion in the contract is:

*[**X**] unchanged, [ ] increased, [ ] decreased by **0** calendar days.*

The Substantial Completion date for this contract is ***March 31, 2025***

This document will become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted By: DocuSigned by: Patrick Oens 609E8B8AD73D4EE... Patrick Oens President — 12/9/2024

Contractor — Date

Recommended By: Signed by: Adam Skoog 6B48CEAB5764E2... Adam Skoog IT Project Manager — 12/9/2024

City of Sandpoint IT Project Manager — Date

Approved By: DocuSigned by: Cheryl Hughes 4C87620B41F46D... Cheryl Hughes — 12/10/2024

City of Sandpoint Central Services Director — Date

Approved By: — 12/18/24

Mayor — Date

CITY OF SANDPOINT

CONTRACT CHANGE ORDER

Date: 4/1/2025

SCADA UPGRADES PROJECT

Change Order No: **5**

Contractor: **B & E ELECTRIC, INC.**

Project No: **A24-3400-1**

This change order shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays and inefficiency, related to any Work either covered or affected by the change, including all direct, indirect, impact, reduced productivity, costs due to extended schedule duration and any other claim by Contractor. By signing this change order, the Contractor waives any additional entitlement to additional compensation or schedule extension.

The following changes to the contract documents are issued:

Item	*Description*	*Change In Contract Price*
1	No change in scope to contract. Increasing substantial completion date only.	
	Total Change In Contract Price:	***$0.00***

Original Contract Price:	*$1,315,525.00*
Prior Approved Change Orders:	*$128,733.00*
Revised Contract Price:	*$1,444,258.00*
Current Change Order Price:	**$0.00**
New Contract Price:	*$1,444,258.00*

Time provided for completion in the contract is:

[ ] unchanged, [X] increased, [ ] decreased by ***0*** *calendar days.*

The Substantial Completion date for this contract is ***July 31, 2025***

This document will become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted By: Patrick Oens — 04/15/2025

Contractor — Date

Recommended By: Adam Skoog — 04/17/2025

City of Sandpoint IT Project Manager — Date

Approved By: Cheryl Hughes — 04/17/2025

City of Sandpoint Central Services Director — Date

Approved By: Jeremy Grimm — 04/18/2025

Mayor — Date

CITY OF SANDPOINT

CONTRACT CHANGE ORDER

Date: 7/31/2025

SCADA UPGRADES PROJECT

Change Order No: **6**

Contractor: **B & E ELECTRIC, INC.**

Project No: **A24-3400-1**

This change order shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays and inefficiency, related to any Work either covered or affected by the change, including all direct, indirect, impact, reduced productivity, costs due to extended schedule duration and any other claim by Contractor. By signing this change order, the Contractor waives any additional entitlement to additional compensation or schedule extension.

The following changes to the contract documents are issued:

Item	*Description*	*Change In Contract Price*
1	No change in scope to contract. Increasing substantial completion date only.	
	Total Change In Contract Price:	***$0.00***

Original Contract Price:	*$1,315,525.00*
Prior Approved Change Orders:	*$128,733.00*
Revised Contract Price:	*$1,444,258.00*
Current Change Order Price:	**$0.00**
New Contract Price:	*$1,444,258.00*

Time provided for completion in the contract is:

[ ] unchanged, [X] increased, [ ] decreased by ***0*** *calendar days.*

The Substantial Completion date for this contract is ***October 31, 2025***

This document will become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted By: _____ 07/31/2025

Contractor, Patrick Oens — Date

Recommended By: Adam Skoog Adam Skoog (Aug 6, 2025 11:06:37 PDT) 08/06/2025

City of Sandpoint IT Project Manager, Adam Skoog — Date

Approved By: Jeremy Grimm (Aug 6, 2025 12:08:51 PDT) 08/06/2025

Mayor, Jeremy Grimm — Date

A24-3400-1 B-E ELECTRIC INC SCADA UPGRADES AGREEMENT - CHANGE ORDER NO 6

Final Audit Report 2025-08-06

Created:	2025-07-31
By:	Heather Faircloth (hfaircloth@sandpointidaho.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdvkBrO4HU_0wagpuEOSN_uTtclrxYJcs

"A24-3400-1 B-E ELECTRIC INC SCADA UPGRADES AGREEMENT - CHANGE ORDER NO 6" History

Document created by Heather Faircloth (hfaircloth@sandpointidaho.gov)
2025-07-31 - 11:35:58 PM GMT

Document emailed to Patrick Oens (patrick@beelectricinc.com) for signature
2025-07-31 - 11:36:02 PM GMT

Email viewed by Patrick Oens (patrick@beelectricinc.com)
2025-08-01 - 4:11:06 AM GMT

Document e-signed by Patrick Oens (patrick@beelectricinc.com)
Signature Date: 2025-08-01 - 4:11:46 AM GMT - Time Source: server

Document emailed to askoog@sandpointidaho.gov for signature
2025-08-01 - 4:11:48 AM GMT

Email viewed by askoog@sandpointidaho.gov
2025-08-06 - 6:05:49 PM GMT

Signer askoog@sandpointidaho.gov entered name at signing as Adam Skoog
2025-08-06 - 6:06:35 PM GMT

Document e-signed by Adam Skoog (askoog@sandpointidaho.gov)
Signature Date: 2025-08-06 - 6:06:37 PM GMT - Time Source: server

Document emailed to Jeremy Grimm (jgrimm@sandpointidaho.gov) for signature
2025-08-06 - 6:06:39 PM GMT

City of Sandpoint Fees

Description	Fee	Comments	Effective Date	Authority (Resolution, Ordinance or Statute)
General City Administration				
Candidate Filing Fee	$ 40.00			I.C. 50-406
Foreign Funds Processing Fee	$ 20.00		10/1/2023	Res 23-63
Returned Check Fee	$ 20.00		10/1/2017	Res 17-53
Development Impact Fees				
Total Impact Fee Residential (per housing unit by square feet)				
Under 600	$ 5,328.00	per housing unit	1/1/2026	Res 25-031
600 to 1,000 - Avg MF	$ 7,125.00	per housing unit	1/1/2026	Res 25-031
1,000 to 1,400	$ 9,521.00	per housing unit	1/1/2026	Res 25-031
1,400 to 1,800 - Avg SF	$ 11,246.00	per housing unit	1/1/2026	Res 25-031
1,800 to 2,200	$ 12,571.00	per housing unit	1/1/2026	Res 25-031
2,200 to 2,600	$ 13,643.00	per housing unit	1/1/2026	Res 25-031
2,600 to 3,000	$ 14,136.00	per housing unit	1/1/2026	Res 25-031
3,000 or more	$ 15,887.00	per housing unit	1/1/2026	Res 25-031
Total Impact Fee Non-Residential (per 1,000 sf)				
Retail	$ 6,446.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Office	$ 4,926.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Institutional	$ 4,860.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Light Industrial	$ 2,227.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Manufacturing	$ 2,209.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Warehousing	$ 759.000	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Mini-Warehouse	$ 643.000	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Lodging (per room)	$ 7,703.00	per room	1/1/2026	Res 25-031
Parks & Recreation Residential (per housing unit by square feet)				
Under 600	$ 2,216.00	per housing unit	1/1/2026	Res 25-031
600 to 1,000 - Avg MF	$ 3,080.00	per housing unit	1/1/2026	Res 25-031
1,000 to 1,400	$ 4,232.00	per housing unit	1/1/2026	Res 25-031
1,400 to 1,800 - Avg SF	$ 5,074.00	per housing unit	1/1/2026	Res 25-031
1,800 to 2,200	$ 5,717.00	per housing unit	1/1/2026	Res 25-031
2,200 to 2,600	$ 6,227.00	per housing unit	1/1/2026	Res 25-031
2,600 to 3,000	$ 6,471.00	per housing unit	1/1/2026	Res 25-031
3,000 or more	$ 7,313.00	per housing unit	1/1/2026	Res 25-031
Parks & Recreation Non-Residential (per 1,000 sf)				
Retail	$ 219.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Office	$ 336.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Institutional	$ 295.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Light Industrial	$ 162.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Manufacturing	$ 195.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Warehousing	$ 35.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Mini-Warehouse	$ 30.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Lodging (per room)	$ 4,210.00	per room	1/1/2026	Res 25-031
Police Residential (per housing unit by square feet)				
Under 600	$ 109.00	per housing unit	1/1/2026	Res 25-031
600 to 1,000 - Avg MF	$ 151.00	per housing unit	1/1/2026	Res 25-031
1,000 to 1,400	$ 207.00	per housing unit	1/1/2026	Res 25-031
1,400 to 1,800 - Avg SF	$ 249.00	per housing unit	1/1/2026	Res 25-031
1,800 to 2,200	$ 280.00	per housing unit	1/1/2026	Res 25-031
2,200 to 2,600	$ 305.00	per housing unit	1/1/2026	Res 25-031
2,600 to 3,000	$ 317.00	per housing unit	1/1/2026	Res 25-031
3,000 or more	$ 358.00	per housing unit	1/1/2026	Res 25-031
Police Non-Residential (per 1,000 sf)				
Retail	$ 436.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Office	$ 228.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Institutional	$ 227.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Light Industrial	$ 103.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031

City of Sandpoint Fees

Description	Fee	Comments	Effective Date	Authority (Resolution, Ordinance or Statute)
Manufacturing	$ 100.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Warehousing	$ 36.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Mini-Warehouse	$ 31.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Lodging (per room)	$ 206.00	per room	1/1/2026	Res 25-031
Fire Residential (per housing unit by square feet)				
Under 600	$ 216.00	per housing unit	1/1/2026	Res 25-031
600 to 1,000 - Avg MF	$ 300.00	per housing unit	1/1/2026	Res 25-031
1,000 to 1,400	$ 412.00	per housing unit	1/1/2026	Res 25-031
1,400 to 1,800 - Avg SF	$ 494.00	per housing unit	1/1/2026	Res 25-031
1,800 to 2,200	$ 556.00	per housing unit	1/1/2026	Res 25-031
2,200 to 2,600	$ 606.00	per housing unit	1/1/2026	Res 25-031
2,600 to 3,000	$ 630.00	per housing unit	1/1/2026	Res 25-031
3,000 or more	$ 712.00	per housing unit	1/1/2026	Res 25-031
Fire Non-Residential (per 1,000 sf)				
Retail	$ 882.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Office	$ 461.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Institutional	$ 458.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Light Industrial	$ 207.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Manufacturing	$ 203.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Warehousing	$ 73.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Mini-Warehouse	$ 62.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Lodging (per room)	$ 410.00	per room	1/1/2026	Res 25-031
Transportation Streets Residential (per housing unit by square feet)				
Under 600	$ 2,181.00	per housing unit	1/1/2026	Res 25-031
600 to 1,000 - Avg MF	$ 2,812.00	per housing unit	1/1/2026	Res 25-031
1,000 to 1,400	$ 3,654.00	per housing unit	1/1/2026	Res 25-031
1,400 to 1,800 - Avg SF	$ 4,248.00	per housing unit	1/1/2026	Res 25-031
1,800 to 2,200	$ 4,709.00	per housing unit	1/1/2026	Res 25-031
2,200 to 2,600	$ 5,090.00	per housing unit	1/1/2026	Res 25-031
2,600 to 3,000	$ 5,257.00	per housing unit	1/1/2026	Res 25-031
3,000 or more	$ 5,872.00	per housing unit	1/1/2026	Res 25-031
Transportation Streets Non-Residential (per 1,000 sf)				
Retail	$ 3,841.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Office	$ 3,053.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Institutional	$ 3,036.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Light Industrial	$ 1,373.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Manufacturing	$ 1,339.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Warehousing	$ 481.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Mini-Warehouse	$ 407.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Lodging (per room)	$ 2,251.00	per room	1/1/2026	Res 25-031
Transportation Pathways Residential (per housing unit by square feet)				
Under 600	$ 606.00	per housing unit	1/1/2026	Res 25-031
600 to 1,000 - Avg MF	$ 782.00	per housing unit	1/1/2026	Res 25-031
1,000 to 1,400	$ 1,016.00	per housing unit	1/1/2026	Res 25-031
1,400 to 1,800 - Avg SF	$ 1,181.00	per housing unit	1/1/2026	Res 25-031
1,800 to 2,200	$ 1,309.00	per housing unit	1/1/2026	Res 25-031
2,200 to 2,600	$ 1,415.00	per housing unit	1/1/2026	Res 25-031
2,600 to 3,000	$ 1,461.00	per housing unit	1/1/2026	Res 25-031
3,000 or more	$ 1,632.00	per housing unit	1/1/2026	Res 25-031
Transportation Pathways Non-Residential (per 1,000 sf)				
Retail	$ 1,068.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Office	$ 848.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Institutional	$ 844.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Light Industrial	$ 382.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
Manufacturing	$ 372.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031

City of Sandpoint Fees

Description		Fee	Comments	Effective Date	Authority (Resolution, Ordinance or Statute)
	Warehousing	$ 134.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
	Mini-Warehouse	$ 113.00	per 1,000 square foot of floor area	1/1/2026	Res 25-031
	Lodging (per room)	$ 626.00	per room	1/1/2026	Res 25-031
Parking In Lieu of requirement		$ 25,000.00	per space	10/1/2025	Res 25-031
Public Records Request					
	Hourly rate (charged only when the response totals more than 100 pages OR response time takes more than 2 hours OR redacting is necessary)	varies	Per Idaho Code § 74-102(10)(e) "the per hour pay rate of the lowest paid administrative staff employee or public official of the public agency who is necessary and qualified to process the request."	5/18/2011	Res 11-21
	Photocopy "regular" size (only when more than 100 pages)	$ 0.10	per page after the first 100 pages (charged only when more than 100 pgs.)	5/18/2011	Res 11-21
	Photocopy 17x24+ (only when more than 100 pages)	$ 1.00	per page after the first 100 pages (charged only when more than 100 pgs.)	5/18/2011	Res 11-21
Local Option Sales Tax	Occupancy/lodging tax	14%	collected from hotels, motels, and other short term rentals	1/1/2023	Ord 1399
	Licenses and Permits				
Alcohol licenses & permits					
	Alcohol catering permit	$ 20.00	Per Day - up to 5 days - Idaho Code § 23-934A	12/16/1999	Ord 1035
	Late application processing fee - Alcohol catering permit	$ 20.00	Applications submitted less than 13 days prior to event	10/1/2023	Res 23-63
	Liquor by the drink license	$ 562.50	Idaho Code § 23-916 - transfer $56.25 (10%)	12/21/1987	Res 87-41
	Beer off premises license	$ 50.00	Idaho Code § 23-1016 - transfer $5.00 (10%)	12/21/1987	Res 87-41
	Beer on premises license	$ 200.00	Idaho Code § 23-1016 - transfer $20.00 (10%)	12/21/1987	Res 87-41
	Wine license	$ 200.00	Idaho Code § 23-1016 - transfer $20.00 (10%)	12/21/1987	Res 87-41
Burn permit		$ 12.50	valid for 10 days	10/1/2025	Res 25-031
Business License					
	Business License	$ 61.50	See Ord. 1277, per City Code 3-11-6	10/1/2025	Res 25-031
	Business License Renewal	$ 31.00	See Ord. 1277, per City Code 3-11-10	10/1/2025	Res 25-031
	Temporary Business License	$ 24.60	40% of general Business License fee	10/1/2025	Res 25-031
	Business License change/update	$ 30.75		10/1/2025	Res 25-031
	Business License late fee	$ 50.00	per City Code 3-11-6	10/1/2023	Res 23-063
Business Use Permit		$ 31.00		10/1/2025	Res 25-031
Oversized Truck or Load Permit					
	Traffic Control Plan Review - cost per permit	$ 290.00	per City Code 6-1-12-5	10/1/2025	Res 25-031
	Vehicle Enforcement Escort Fees - cost per hour per officer	$ 66.33	per hour (2 hours minimum)	10/1/2025	Res 25-031
Special Event Permit					
	Small Event - Fewer than 51 participants	$ 40.00		10/1/2025	Res 25-031
	Medium Event - 51 to 499 participants	$ 117.00		10/1/2025	Res 25-031
	Large Scale Event - 500 or more participants	$ 351.00		10/1/2025	Res 25-031
	OR Three (3) or more factors apply:				
	* Includes a route that will close or alter traffic on a street arterial or connector (parade, race, bike ride)				
	* Police officers or private security required to protect public safety				
	* Alcohol will be served or sold				
	* Structural or electrical permits required				
	City electrical usage	$ 29.50	per day (unless otherwise specified in permit/agreement)	10/1/2025	Res 25-031
	Sign/Equipment Replacement Fees				
	Cones	$ 58.75	each	10/1/2025	Res 25-031
	Candle Sticks and Base	$ 58.75	each	10/1/2025	Res 25-031
	A-frames	$ 76.00	each	10/1/2025	Res 25-031
	Barricades (sign and stand)	$ 350.25	each	10/1/2025	Res 25-031
	"No Parking" signs	$ 5.00	each	10/1/2025	Res 25-031

City of Sandpoint Fees

Description	Fee	Comments	Effective Date	Authority (Resolution, Ordinance or Statute)
Event Changes (e.g., date, location or other substantive changes requiring additional review)			10/1/2025	Res 25-031
during application review process	calculated	25% of Application Fee, minimum $30	10/1/2025	Res 25-031
after application fully approved or permit issued	calculated	50% of Application Fee, minimum $60	10/1/2025	Res 25-031
Late application - received 14-20 days prior to Event	calculated	50% of Application Fee, minimum $50	10/1/2025	Res 25-031
Late application - received 7-13 days prior to Event	calculated	100% of Application Fee, minimum $100	10/1/2025	Res 25-031
Park Special Events/Commercial Events Permit	$ 64.50	per hour	10/1/2025	Res 25-031
Park Special Events/Commercial Events Permit	$ 385.00	per 8 hour event	10/1/2025	Res 25-031
City Parking Permits				
Annual City Resident pass	$ 15.00	Provides 3-6 hours of free parking at downtown and City Beach lots	10/1/2025	Res 25-031
Annual Bonner County resident pass	$ 30.00	Provides 2-4 hours of free parking at downtown and City Beach lots	10/1/2025	Res 25-031
Monthly downtown business employee pass	$ 40.00	All-day parking in all lots and in 3 and 4-hour street parking zones	10/1/2025	Res 25-031
Monthly downtown resident pass	$ 80.00	Unlimited parking in all lots, all-day parking in 3 and 4-hour street parking zones	10/1/2025	Res 25-031
Marina Slip Occupant pass	$ 150.00	Unlimited parking at Dock Street and City Beach lots	10/1/2025	Res 25-031
Boat Launch fees				
Idaho state registered boat launch fee	$ 10.00	per launch at City Beach and War Memorial Field	10/1/2025	Res 25-031
Out-of-state registered boat launch fee	$ 15.00	per launch at City Beach and War Memorial Field	10/1/2025	Res 25-031
Boat launch season pass - Idaho state registered boat	$ 50.00	unlimited launches at City Beach and War Memorial Field	10/1/2025	Res 25-031
Boat launch season pass - Out-of-state registered boat	$ 100.00	unlimited launches at City Beach and War Memorial Field	10/1/2025	Res 25-031
Pawn License Fee for establishment (each pawnbroker also needs background check - see Public Safety Services)	$ 123.00	per establishment for initial and annual license, per City Code 3-5-2	10/1/2025	Res 25-031
Peddlers registration				
Bonner County residents	$ 92.00	per City Code 3-4-6	10/1/2025	Res 25-031
Idaho residents	$ 154.50	per City Code 3-4-6	10/1/2025	Res 25-031
Out-of-State	$ 276.25	per City Code 3-4-6	10/1/2025	Res 25-031
Surety Bond	$ 1,000.00	per City Code 3-4-6	10/1/2025	Res 25-031
Taxicab License for vehicle (drivers also need annual background check - See Public Safety Services)	$ 98.00	per cab, per City Code 3-4-5	10/1/2025	Res 25-031
Short Term Rental				
Non-Owner Occupied	$ 235.00	Initial Permit	10/1/2025	Res 25-031
	$ 175.50	Annual Renewal	10/1/2025	Res 25-031
Waitlist Fee for placement on non-owner occupied STR waitlist. *(The Permit Fee is paid when applicant has been removed from the waitlist.)*	$ 25.00		10/1/2025	Res 25-031
Owner Occupied & Non-Owner Occupied outside residential zones	$ 175.50	Initial Permit	10/1/2025	Res 25-031
	$ 117.50	Annual Renewal	10/1/2025	Res 25-031
Short-Term Rental Violation Penalty	$ 113.25	per day, in accordance with Code 3-12-5-6	10/1/2025	Res 25-031
Rents and Royalties				
Bald Mountain/Other Transmitter Site Lease				
Application Fee	$ 270.50		10/1/2025	Res 25-031
Rent up to 2500 sq feet of Land Area				
Gov't Entities and 501(c)(3) Charities	$ 1,461.80		10/1/2025	Res 25-031
All Other Entities	$ 3,881.19		10/1/2025	Res 25-031
Additional Area Rent over 2500 square feet				
Gov't Entities and 501(c)(3) Charities	$ 0.521		10/1/2025	Res 25-031
All Other Entities	$ 0.898		10/1/2025	Res 25-031
Rent per Radio Unit				
Gov't Entities and 501(c)(3) Charities	$ 366.80		10/1/2025	Res 25-031
All Other Entities	$ 1,006.27		10/1/2025	Res 25-031
"Receive Only" Rent	50% of Rent		1/6/2021	Res 21-02

City of Sandpoint Fees

Description	Fee	Comments	Effective Date	Authority (Resolution, Ordinance or Statute)
"Diversity Receivers" Rent	50% of Rent		1/6/2021	Res 21-02
"Transmit Only" Rent	100% of Rent		1/6/2021	Res 21-02
Cellular and Wireless Broadband Communications				
annual base rent	$ 23,623.66		10/1/2025	Res 25-031
annual fee per unit	$ 541.01		10/1/2025	Res 25-031
Road Use Fee (Bald Mountain Site only)	$ 525.00		10/1/2024	Res 24-061
Community Hall Rental				
Non-commercial, not-for-profit use *(see below)*			10/1/2025	Res 25-031
Entire facility	$ 30.00	per hour	10/1/2025	Res 25-031
Maximum charge	$ 210.00	per day	10/1/2025	Res 25-031
Commercial or for-profit use use *(see below)*			10/1/2025	Res 25-031
Entire facility	$ 60.00	per hour	10/1/2025	Res 25-031
Maximum charge	$ 420.00	per day	10/1/2025	Res 25-031
Non-commercial, not-for-profit use: Private or public events or programs organized by non-profit groups or not-for-profit community organizations, which may or may not charge tuition or fees, at which no sales or commercial activity will take place.			10/1/2025	Res 25-031
Commercial or for-profit use use: Private or public events organized by community groups that may or may not charge tuition or fees or any event intended to raise money, receive payments, solicit customers or donations. This category includes commercial events organized by non-profits (auctions, bazaars, craft fairs, markets) and all activities organized by businesses (company luncheon, employee appreciation party, etc).			10/1/2025	Res 25-031
Dances	$ 81.90	flat fee	10/1/2025	Res 25-031
Deposit for beer/wine served	$ 234.50	non-refundable	10/1/2025	Res 25-031
Community Garden Plot				
7'x7' Plot	$ 35.25	per season	10/1/2025	Res 25-031
4'x8' Plot	$ 29.00	per season	10/1/2025	Res 25-031
Fiber Optic Network Lease Fees				
Indefeasible Right of Use (IRU) Lease Lump Sum One-Time Fee per zone (Downtown and Airport)				
6-strand minimum	$ 4,358.00	per strand	10/1/2025	Res 25-031
13 - 24 strands	$ 2,905.00	per strand	10/1/2025	Res 25-031
25+ strands	$ 1,453.00	per strand	10/1/2025	Res 25-031
IRU Lease Annual Maintenance Fee per zone (Downtown and Airport)				
up to 24 strands	$ 410.00	per strand	10/1/2025	Res 25-031
25+ strands	$ 205.00	per strand	10/1/2025	Res 25-031
Dark Fiber Monthly Lease Fee per zone (Downtown and Airport)	$ 185.00	per strand	10/1/2025	Res 25-031
Dark Fiber Lease Application Fee	$ 308.00	one-time fee	10/1/2025	Res 25-031
Splicing Fee	cost + 15%		2/15/2017	Res 25-031
Empty Conduit Sleeve Lease	$ 0.615	per foot per year	10/1/2025	Res 25-031
Bridge Crossing Conduit Sleeve Lease	$ 1,230.00	per sleeve per year	10/1/2025	Res 25-031
Conduit Lease Application Fee	$ 308.00	one-time fee	10/1/2025	Res 25-031
Parks Field Usage				
Change Fee - field use - within 7 days of event (all City fields, all groups)	$ 20.00	All Groups	10/1/2025	Res 25-031
Grass Field/Diamond				
Field Use Rate - Per Hour (Practice)	$ 10.00	Group 1	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Practice)	$ 15.00	Group 2	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Practice)	$ 30.00	Group 3	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Game)	$ 20.00	Group 1	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Game)	$ 30.00	Group 2	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Game)	$ 60.00	Group 3	10/1/2025	Res 25-031
Tournament Fee - Per Day - Per Facility - Add Hrly Field Use	$ 250.00	All Groups	10/1/2025	Res 25-031
Memorial Field Artificial Turf/Diamonds				
Field Use Rate - Per Hour (Practice)	$ 20.00	Group 1	10/1/2025	Res 25-031

City of Sandpoint Fees

Description	Fee	Comments	Effective Date	Authority (Resolution, Ordinance or Statute)
Field Use Rate - Per Hour (Practice)	$ 25.00	Group 2	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Practice)	$ 60.00	Group 3	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Game)	$ 40.00	Group 1	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Game)	$ 50.00	Group 2	10/1/2025	Res 25-031
Field Use Rate - Per Hour (Game)	$ 120.00	Group 3	10/1/2025	Res 25-031
* Bleachers - outside of normal setup	$ 300.00	All Groups	10/1/2025	Res 25-031
Tournament Fee - Per Day - In addition to Hrly Field Use	$ 250.00	All Groups	10/1/2025	Res 25-031
* City Staff on Site - Per Hour - per request/required	$ 55.00	All Groups	10/1/2025	Res 25-031
* Trash Removal - Per Day	$ 40.00	All Groups	10/1/2025	Res 25-031
* Grandstands/Field Cleaning - 1 Game	$ 500.00	All Groups	10/1/2025	Res 25-031
* Grandstands/Field Cleaning - Multi game/tournament/per day	$ 650.00	All Groups	10/1/2025	Res 25-031
Annual Home Field Replacement Rate	$ 12,000.00	Lake Pend Oreille School District (LPOSD) Contribution	10/1/2025	Res 25-031
Max Charge per tournament - **per facility** (e.g., 2x if Sports Complex ***and*** War Memorial Field are used)	$ 4,000.00	All Groups	10/1/2025	Res 25-031
If hourly field use, tournament fee daily rate, and out of area team fees exceed tournament max then tournament max applies.				
Charges above/below applicable in addition to Tournament Max Fee				
Explanation of Parks Field/Sport Center Usage Groups:			10/1/2025	Res 25-031
Group 1 - City-hosted events, leagues or programs			10/1/2025	Res 25-031
Group 2 - Local nonprofit groups and LPOSD			10/1/2025	Res 25-031
Group 3 - For-profit groups or non-profit groups based outside Bonner County			10/1/2025	Res 25-031
Memorial Field Ticketed Events				
Ticketed Event Revenue flat fees charged based on projected attendance			10/1/2025	Res 25-031
0-100 attendees	$ 200.00	Effective rate: $2 per attendee	10/1/2025	Res 25-031
101 - 250 attendees	$ 400.00	Effective rate: $1.60-$3.96 per attendee	10/1/2025	Res 25-031
251 - 500 attendees	$ 750.00	Effective rate: $1.50 - $2.99 per attendee	10/1/2025	Res 25-031
501 - 1,500 attendees	$ 2,000.00	Effective rate: $1.33 - $4.00 per attendee	10/1/2025	Res 25-031
1,501 - 2,500 attendees	$ 4,000.00	Effective rate: $1.60 - $2.67 per attendee	10/1/2025	Res 25-031
Festival at Sandpoint (including Comp & Season Pass holders)	$ 2.15	per ticket	10/1/2025	Res 25-031
Organizer is responsible for selecting the appropriate attendance tier when submitting the field reservation request. No refunds will be issued for actual attendance below the selected tier.			10/1/2025	Res 25-031
James E. Russell Sports Center				
Annual Memberships (billed monthly)			8/20/2025	Res 25-031
General	$ 79.00	Annual, billed monhtly	8/20/2025	Res 25-031
Bonner and Boundary County residents	$ 49.00	Annual, billed monhtly	8/20/2025	Res 25-031
Sandpoint residents and employees of City of Sandpoint, Bonner County, and LPOSD	$ 39.00	Annual, billed monhtly	8/20/2025	Res 25-031
Youth (0-18)	$ -	Annual	8/20/2025	Res 25-031
Annual memberships require 12-months of payment. If an annual membership is cancelled, payment for unused months will be billed at time of cancellation.			8/20/2025	Res 25-031
Monthly Memberships			8/20/2025	Res 25-031
General	$ 99.00	Monthly	8/20/2025	Res 25-031
Bonner and Boundary County residents	$ 69.00	Monthly	8/20/2025	Res 25-031
Sandpoint residents and employees of City of Sandpoint, Bonner County, and LPOSD	$ 59.00	Monthly	8/20/2025	Res 25-031
Youth (0-18)	$ -	Monthly	8/20/2025	Res 25-031
Annual and monthly membership includes unlimited daily access to facility at no additional charge.			8/20/2025	Res 25-031
Non-Member drop-in play			8/20/2025	Res 25-031
all sports, year-round	$ 15.00	per person (court space not guaranteed)	8/20/2025	Res 25-031
Community Court Time, all sports				
Sandpoint City Resident	Free	per person	8/21/2024	Res 24-061
Non-City Resident	$ 5.00	per person	8/21/2024	Res 24-061
Community Room (max capacity of 50)				
Standard rate	$ 50.00	per hour	8/21/2024	Res 24-061
Non-profit rate	$ 25.00	per hour	8/21/2024	Res 24-061

City of Sandpoint Fees

Description	Fee	Comments	Effective Date	Authority (Resolution, Ordinance or Statute)
Private court rental				
LPOSD Tennis and local paddle/racquet sports groups	$ 20.00	per hour, per court	8/20/2025	Res 25-031
Local sporting group (non-paddle/racquet sports)	$ 40.00	per hour, per court	8/20/2025	Res 25-031
Non-sporting event rates negotiated based on organizer's needs, number of participants, and court set-up/modifications needed			8/20/2025	Res 25-031
Jeff Jones Town Square				
Commercial	$ 29.30	per hour; $200/day maximum ($50.00 refundable deposit)	10/1/2025	Res 25-031
Non-commercial	$ 58.40	per event ($50.00 refundable deposit)	10/1/2025	Res 25-031
Moorage - Tour Boat	$ 4,152.00	per season	10/1/2025	Res 25-031
Moorage - Visitor				
Moorage 20'	$ 45.00	per day	10/1/2025	Res 25-031
Moorage 30'	$ 55.00	per day	10/1/2025	Res 25-031
Moorage 35'	$ 65.00	per day	10/1/2025	Res 25-031
Moorage - City Residents				
Moorage 24' Windbag 100 dock	$ 33.05	per dock ft. (fixed dock)	10/1/2025	Res 25-031
Moorage 20' Windbag 200 dock/City Beach	$ 39.05	per dock ft. (floating dock)	10/1/2025	Res 25-031
Moorage 24' Windbag 200, 300, 400, 500, 600 & 700 docks	$ 39.55	per dock ft. (floating dock)	10/1/2025	Res 25-031
Moorage 30' Windbag 600 dock/City Beach	$ 41.25	per dock ft. (floating dock)	10/1/2025	Res 25-031
Moorage 35' City Beach	$ 42.05	per dock ft. (floating dock)	10/1/2025	Res 25-031
Laser Deck	$ 220.70	Windbag Laser & Sunfish	10/1/2025	Res 25-031
Hobie Deck	$ 440.95	Windbag hobie / thistle, etc.	10/1/2025	Res 25-031
Moorage - Bonner County Residents				
Moorage 24' Windbag 100 dock	$ 41.30	per dock ft. (fixed dock)	10/1/2025	Res 25-031
Moorage 20' Windbag 200 dock/City Beach	$ 48.85	per dock ft. (floating dock)	10/1/2025	Res 25-031
Moorage 24' Windbag 200, 300, 400, 500, 600 & 700 docks	$ 49.45	per dock ft. (floating dock)	10/1/2025	Res 25-031
Moorage 30' Windbag 600 dock/City Beach	$ 51.60	per dock ft. (floating dock)	10/1/2025	Res 25-031
Moorage 35' City Beach	$ 52.55	per dock ft. (floating dock)	10/1/2025	Res 25-031
Laser Deck 5' Beam	$ 275.80	Windbag laser & sunfish	10/1/2025	Res 25-031
Hobie Deck 10' Beam	$ 551.30	Windbag hobie / thistle, etc.	10/1/2025	Res 25-031
Moorage - Outside Bonner County Residents				
Moorage 24' Windbag 100 dock	$ 51.65	per dock ft. (fixed dock)	10/1/2025	Res 25-031
Moorage 20' Windbag 200 dock/City Beach	$ 60.95	per dock ft. (floating dock)	10/1/2025	Res 25-031
Moorage 24' Windbag 200, 300, 400, 500, 600 & 700 docks	$ 61.75	per dock ft. (floating dock)	10/1/2025	Res 25-031
Moorage 30' Windbag 600 dock/City Beach	$ 64.45	per dock ft. (floating dock)	10/1/2025	Res 25-031
Moorage 35' City Beach	$ 65.65	per dock ft. (floating dock)	10/1/2025	Res 25-031
Laser Deck 5' Beam	$ 344.70	Windbag laser & sunfish	10/1/2025	Res 25-031
Hobie Deck 10' Beam	$ 689.45	Windbag hobie / thistle, etc.	10/1/2025	Res 25-031
Moorage Local Invasive Species Fee				
Transient	$ 7.40	per day	10/1/2025	Res 25-031
Moored	$ 25.85	annual with moorage	10/1/2025	Res 25-031
RV Park Rate				
May - October				
Low - 40' site	$ 50.00	per night **+ applicable lodging taxes**	10/1/2025	Res 25-031
High - 55' site	$ 65.00	per night **+ applicable lodging taxes**	10/1/2025	Res 25-031
Event Weekend Low - 40' site	$ 80.00	per night **+ applicable lodging taxes**	10/1/2025	Res 25-031
Event Weekend High - 55'site	$ 105.00	per night **+ applicable lodging taxes**	10/1/2025	Res 25-031
November - April				
Low - 40' site	$ 40.00	per night **+ applicable lodging taxes**	10/1/2025	Res 25-031
High - 55' site	$ 50.00	per night **+ applicable lodging taxes**	10/1/2025	Res 25-031
Picnic shelters				
City resident	$ 64.55	per day	10/1/2025	Res 25-031
Non-City resident	$ 75.90	per day	10/1/2025	Res 25-031
Sand Volleyball Courts				
per court charge - 4 courts available	$ 7.00	per hour	10/1/2025	Res 25-031
maximum charge for all 4 courts combined	$ 168.50	per day	10/1/2025	Res 25-031

City of Sandpoint Fees

Description		Fee	Comments	Effective Date	Authority (Resolution, Ordinance or Statute)
Tennis and Basketball Courts					
	Travers, Lakeview or City Beach Tennis Courts or Beach basketball court, per hour.				
	Outdoor court rental, per hour	$ 5.00	Per court, Group 1	10/1/2025	Res 25-031
	Outdoor court rental, per hour	$ 10.00	Group 2	10/1/2025	Res 25-031
	Outdoor court rental, per hour	$ 15.00	Group 3	10/1/2025	Res 25-031
	Court reservations required for private groups, leagues, clubs, or team practices. Drop-in play by community members is first come first served with no charge.			10/1/2025	Res 25-031
	Please see "Explanation of Parks Field/Sport Center Usage Groups" above, under Parks "Field Usage".			10/1/2025	Res 25-031
Shooting Range					
	Day Pass	$ 10.00		10/1/2025	Res 25-031
	Season Pass (general public)	$ 75.00		10/1/2025	Res 25-031
	Season Pass (Bonner County Sportsman Association member)	$ 25.00		10/1/2025	Res 25-031
	Fines				
Parking Citations					
	First offense - parking over allowed time	$ 50.00		10/1/2022	Res 22-51
	Second offense parking over allowed time - 12-mo period	$ 100.00		10/1/2022	Res 22-51
	Third or more offense parking over allowed time - 12-mo period	$ 150.00		10/1/2022	Res 22-51
	Parked facing the wrong direction	$ 25.00		10/1/2023	Res 23-63
	Handicapped parking violation	$ 150.00		1/1/2015	Res 14-60
	Parking in violation of signage	$ 100.00		10/1/2021	Res 21-45
	All other parking offenses	$ 50.00	Including but not limited to: Parking in loading zones and other prohibited areas, Blocking a pedestrian passage/alley or driveway, Hydrant parking - within 15 feet	10/1/2021	Res 21-45
	Late fee after 14 days	$ 25.00		6/20/2007	Res 07-44
	Negligent Vehicle Impound Fees	$ 150.00		10/1/2022	Res 22-51
	Parking Ticket Scofflaw Program Administration Fee	$ 25.00		8/17/2016	Res 16-66
Boat Citations					
	Boat Parking Violation	$ 110.00		10/1/2024	Res 24-061
Dog Citations					
	First offense - running at large, barking dog, etc.	$ 50.00		10/1/2022	Res 22-51
	Second offense - running at large, barking dog, etc.	$ 100.00		10/1/2022	Res 22-51
	Third offense - running at large, barking dog, etc.	$ 150.00		10/1/2022	Res 22-51
	Animal Impound Fee	$ 100.00	Per Animal	8/21/2024	Res 24-061
	Public Safety Services				
Background checks		$ 81.20		10/1/2025	Res 25-031
Background check for taxicab drivers		$ 81.20	per driver for initial or annual background check, per City Code 3-4-5	10/1/2025	Res 25-031
Background check for pawnbrokers		$ 81.20	per pawnbroker for initial or annual background check	10/1/2025	Res 25-031
Driver Safety Education	Course through Police Dept.	$ 81.20		10/1/2025	Res 25-031
Fingerprints		$ 40.45		10/1/2025	Res 25-031
Polygraph		$ 270.65		10/1/2025	Res 25-031
Abandoned vehicle					
	Before notice in paper	$ 135.60		10/1/2025	Res 25-031
	After notice in paper	$ 202.95		10/1/2025	Res 25-031
Fire System Review		see comments	based on cost of service only	10/1/2025	Res 25-031
Fire Inspection					
	Follow-up review	$ 30.45	per hour	10/1/2025	Res 25-031
	Site visits (multiple visits)	$ 30.45	per hour	10/1/2025	Res 25-031
	Research (complex/comprehensive)	$ 30.45	per hour	10/1/2025	Res 25-031
Fire Watch	Fire Watch for buildings that do not have the ability to provide one	$ 80.00	per hour (4 hour minimum)	10/1/2025	Res 25-031
Fire Standby Services	Dedicated standby for events that require fire services	$ 268.00	per hour (4 hour minimum)	10/1/2025	Res 25-031
False Alarm (police and fire)					
	1st & 2nd in one year				
	3rd in one year	$ 192.95		10/1/2025	Res 25-031

City of Sandpoint Fees

Description		Fee	Comments	Effective Date	Authority (Resolution, Ordinance or Statute)
	4th thru 6th in one year	$ 385.90	each	10/1/2025	Res 25-031
	7th thru 9th in one year	$ 644.15	each	10/1/2025	Res 25-031
	10th and over in one year	$ 1,291.40	each	10/1/2025	Res 25-031
Police Clearance Letter		$ 10.65		10/1/2025	Res 25-031
Copies w/color photos (Police Dept.)		$ 1.17	per photo, per page	10/1/2025	Res 25-031
	Community Development and Public Works Services				
Expedited Processing Fee (Planning and Building)		$ 61.25		10/1/2025	Res 25-031
General (Planning, Building, Right of Way - Streets, Stormwater, Water, and Wastewater)					
	City Hourly Labor Rate - Administration/Inspection	$ 79.25		10/1/2025	Res 25-031
	City Hourly Labor Rate - Streets, Water, Wastewater Crews	$ 47.25		10/1/2025	Res 25-031
	City Hourly Rate - Equipment	Varies	per the Rental Rate Blue Book for Construction Equipment; where no Blue Book rate exists, FEMA rates shall apply	10/1/2020	Res 20-39
	City Supplied Materials	cost +15%	pass-through plus administrative percentage	10/1/2020	Res 20-39
	External/Outsourced Professional Services (as required to determine code compliance)	cost +15%	pass-through actual cost, plus administrative percentage; applicable to any professional service fee, as required, due to increase volume of applications and/or staff vacancies	10/1/2020	Res 20-39
Planning & Engineering	All application fees include up to two (2) completeness reviews				
	Additional Reviews, required in excess of standard	cost +15%		10/1/2020	Res 20-39
	See 'Building Plan Check Fee' Category below for Zoning Review			10/1/2020	Res 20-39
	Amendment of approved application		50% of current application fee	10/18/2006	Res 06-76
	First pre-application meeting		no cost for 1 meeting up to 1 hour	10/1/2025	Res 25-031
	Additional pre-application meetings	$ 475.50	per 1 hour meeting, calculated based on city hourly labor rate x 6 staff expected to participate in pre-app meetings.	10/1/2025	Res 25-031
	Notifications: Public Hearing and/or Adjacent Properties				
	Short Plat, Site Plan Review or equivalent minor permit	$ 300.00	in addition to application fee, includes one round of noticing	10/1/2025	Res 25-031
	CUP, Subdivision, Rezoning and Code or Comp Plan Amendments	$ 600.00	in addition to application fee, includes two rounds of noticing	10/1/2025	Res 25-031
	Planned Unit Development	$ 1,200.00	in addition to application fee, includes four rounds of noticing	10/1/2025	Res 25-031
	Fee applies to new application or request to amend previously approved application.			10/1/2025	Res 25-031
	Land Subdivisions				
	Short Plat or Replat where resulting lots < 1 acre	$ 825.00	flat fee + Preliminary Engineering fee + notification fee	10/1/2025	Res 25-031
	Lot Line Adjustment	$ 825.00	flat fee + Preliminary Engineering fee + notification fee	10/1/2025	Res 25-031
	Flagpole Lot	$ 825.00	flat fee + Preliminary Engineering fee + notification fee	10/1/2025	Res 25-031
	Subdivision or Short Plat where resulting lots > 1 acre	$ 3,500.00	flat fee + Preliminary Engineering fee + notification fee	10/1/2025	Res 25-031
	Subdivision Final Plat	$ 1,500.00	flat fee + notification fee	10/1/2025	Res 25-031
	Planned Unit Development (PUD) Preliminary Development Plan	$ 3,500.00	flat fee + notification fee	10/1/2025	Res 25-031
	Planned Unit Development (PUD) Final Development Plan	$ 3,500.00	flat fee + notification fee	10/1/2025	Res 25-031
	Development Permitting				
	Substandard Lot Waiver	$ 1,700.00	flat fee + notification fee	10/1/2025	Res 25-031
	Site Plan Review Permit	$ 1,700.00	flat fee + notification fee	10/1/2025	Res 25-031
	Conditional Use Permit (CUP) or non-conforming use permit	$ 4,000.00	flat fee + notification fee	10/1/2025	Res 25-031
	Food Truck CUP	$ 300.00	flat fee + notification fee	10/1/2025	Res 25-031
	Variance	$ 1,500.00	flat fee + notification fee	10/1/2025	Res 25-031
	Additional Fees				
	Development Agreement	$ 4,000.00	flat fee + attorney costs	10/1/2025	Res 25-031
	Rezone, Comprehensive Plan Change or Code Amendment	$ 4,000.00	flat fee + notification fee	10/1/2025	Res 25-031
	Right of Way (ROW) Vacation	$ 1,500.00	flat fee + notification fee	10/1/2025	Res 25-031
	Fees apply to new applications or requests to amend previously-approved permits.			10/1/2025	Res 25-031
	PUDs, Comp Plan Amendmends, Rezones, or Preliminary plats larger than 30 lots that put extraordinary demands on staff time may, upon the mayor's determination, be required to enter into a cost-recovery agreement whereby staff time and/or consulstant costs is tracked and billed to the applicant.			10/1/2025	Res 25-031

City of Sandpoint Fees

Description	Fee	Comments	Effective Date	Authority (Resolution, Ordinance or Statute)
Appeal or rehearing	$ 564.00	plus notification fee	10/1/2025	Res 25-031
Public Infrastructure - Major (subdivisions, new/substantial public improvements, land use actions)				
Engineering Review - Preliminary Review	$ 299.00	no approvals; planning purposes only	10/1/2025	Res 25-031
Engineering Review - Streets, Sidewalks, Frontage, Other	$ 299.00	includes (2) reviews	10/1/2025	Res 25-031
Engineering Review - Traffic, TGDL	$ 149.00	per review	10/1/2025	Res 25-031
Engineering Review - Traffic, TIA	$ 373.00	per review	10/1/2025	Res 25-031
Engineering Review - Stormwater - one acre or less	$ 299.00	per review	10/1/2025	Res 25-031
Engineering Review - Stormwater - Greater than one acre	$ 448.00	per review	10/1/2025	Res 25-031
Engineering Inspection - Preconstruction	$ 149.00	per inspection	10/1/2025	Res 25-031
Engineering Inspections - Punchlist and Final	$ 299.00	per inspection	10/1/2025	Res 25-031
Engineering Inspections - Additional Inspections	$ 149.00	per inspection	10/1/2025	Res 25-031
Sign Permits				
Sign Permit	minimum $75	same as building permit fee structure	10/1/2025	Res 25-031
Sign Permit Special Banner	$ 97.25	per permit/per event	10/1/2025	Res 25-031
Sign - Mural	$ 299.00		10/1/2025	Res 25-031
Master Sign Program	$ 186.00		10/1/2025	Res 25-031
Honorary Street Sign Application	$ 186.00	per application	10/1/2025	Res 25-031
Honorary Street Sign	$ 124.50	each	10/1/2025	Res 25-031
Watershed - Use Permit	Watershed, New Use/Activity	$ 597.00	includes processing, review, inspections, and approval	10/1/2025	Res 25-031
External/Outsourced Professional Services (as required to determine code compliance)	cost + 15%	pass-through administrative percentage	4/7/2021	Res 21-17
Mechanical/HVAC Permits				
Residential				
Base Permit	$ 100.00		10/1/2021	Res 21-45
Plan Check or Technical Service Fee	$ 65.00	per hour	10/1/2021	Res 21-45
Appliances - Furnace, air conditioner, heat pump, evaporative cooler, unit heater, space heater, boiler (not supplying potable water), pool heater, mini-split system, free-standing gas or solid-fuel stove, gas fireplace, HRV, ERV or any other permanent space conditioning appliance used for human comfort. This includes all associated ducts and flues attached thereto.	$30 + $15	$30 for the first appliance + $15 for each additional appliance	10/1/2021	Res 21-45
Exhaust duct or ventilation duct - Dyer duct, range hood duct, bath fan duct, crawl space exhaust duct, similar exhaust ducts or ventilation duct.	$15 + $5	$15 for the first duct + $5 for each additional duct	10/1/2021	Res 21-45
Fuel gas piping	$ 5.00	per appliance outlet	10/1/2021	Res 21-45
Hydronic system (Does not include Boiler - see above)	$ 5.00	per zone	10/1/2021	Res 21-45
Manual S, J, & D Review	$ 25.00	Required when installing the primary heating and/or cooling system in a NEW single or multi-family dwelling.	10/1/2021	Res 21-45
Commercial/Industrial				
job value up to $10,000	calculated	total cost of system x 0.02 + $60	10/1/2020	Res 20-39
job value $10,001-$100,000	calculated	total cost of system - 10,000 x 0.01 + $260	10/1/2020	Res 20-39
job value $100,001 or more	calculated	total cost of system -100,000 x 0.005 + $1,160	10/1/2020	Res 20-39
Building Plan Check Fee				
Standard Plan Check (up to two reviews)	calculated	65% of building permit fee	8/7/2002	Res 02-44
Zoning Review	calculated	15% of building permit fee, in addition to Building Plan Check	10/1/2025	Res 25-031
Plan Check, New Single Family (7,999 SF or less, up to two reviews) if prepared/stamped by registered, licensed professional	calculated	25% of building permit fee	10/1/2020	Res 20-39
Plan Check, Reroof	$ -	no plan check for reroof, unless submitted for review	10/1/2020	Res 20-39
Additional Plan Check, required in excess of standard	cost +15%		10/1/2020	Res 20-39
Expedited Review, if available (5 business days)	calculated	plan check fee x 2	10/1/2020	Res 20-39
Residential Repeat/Subsequent Lot Plan Check		standard plan check fee for first, then 25% of the building permit fee, per lot the same	10/1/2020	Res 20-39
Building Fee/Valuation				
Total Valuation is calculated by the Building Official, using as stated by the applicant or the latest valuation data published in the Building Safety Journal by ICC, whichever is greater.		includes standard/single inspections per phase		

City of Sandpoint Fees

Description	Fee	Comments	Effective Date	Authority (Resolution, Ordinance or Statute)
0 - 2,000 dollars of value	$ 66.64	for the first $1,300 plus $3.79 per additional $100	10/1/2025	Res 25-031
2,001 - 25,000 dollars of value	$ 93.17	for the first $2,000 plus $17.33 per additional $1,000	10/1/2025	Res 25-031
25,001 - 50,000 dollars of value	$ 491.76	for the first $25,000 plus $12.39 per additional $1,000	10/1/2025	Res 25-031
50,001 - 100,000 dollars of value	$ 801.51	for the first $50,000 plus $8.67 per additional $1,000	10/1/2025	Res 25-031
100,001 - 500,000 dollars of value	$ 1,235.01	for the first $100,000 plus $6.94 per additional $1,000	10/1/2025	Res 25-031
500,001 - 1,000,000 dollars of value	$ 4,011.01	for the first $500,000 plus $5.88 per additional $1,000	10/1/2025	Res 25-031
1,000,001 and over dollars of value	$ 6,951.01	for the first $1,000,000 plus $4.52 per add'l $1,000	10/1/2025	Res 25-031
Minimum Building Permit Fee	$ 185.78	If result of valuation is less than this minimum fee, this minimum applies instead and includes (1) inspection; see fees for additional inspections.	10/1/2025	Res 25-031
Permit Reinstatement Fee	calculated	50% Building Permit Fee	10/1/2023	Res 23-63
Demolition Permit (complete structure remove only)	$ 298.41	flat fee in lieu of calculated value	10/1/2025	Res 25-031
Residential Garages/Storage Buildings (except ADU)	see above	valuation $23.59 per SF	10/1/2025	Res 25-031
Misc. Residential Pole Buildings	see above	valuation $21.31 per SF	10/1/2025	Res 25-031
Residential Carports, Decks, Porches	see above	valuation $17.77 per SF	10/1/2025	Res 25-031
Fireplace Retrofit/Chimney Repair		Minimum Building Permit Fee	10/1/2020	Res 20-39
Sign - Foundation		Minimum Building Permit Fee	10/1/2020	Res 20-39
Canopy - Awning		Minimum Building Permit Fee	10/1/2020	Res 20-39
Foundation Repair/Replace		Minimum Building Permit Fee	10/1/2020	Res 20-39
Reroof		Minimum Building Permit Fee	10/1/2020	Res 20-39
Retaining Wall		Minimum Building Permit Fee	10/1/2020	Res 20-39
Stair Repair		Minimum Building Permit Fee	10/1/2020	Res 20-39
Window/Door		Minimum Building Permit Fee	10/1/2020	Res 20-39
Fire Alarm/Sprinkler Permit		Minimum Building Permit Fee + Inspections	10/1/2023	Res 23-63
Floodplain Development Permit/Review	cost +15%		10/1/2023	Res 23-63
Building/Fire - Structural Review	cost +15%		10/1/2023	Res 23-63
Building/Fire - Code Compliance Review	cost +15%		10/1/2023	Res 23-63
Amended Building Permit	Post-issuance revisions	cost +15%		10/1/2020	Res 20-39
Inspections					
Additional inspection inside of normal business hours	cost +15%	per hourly Administration/Inspection labor rate	10/1/2020	Res 20-39
Inspection outside of normal business hours, as available	calculated	per hourly Administration/Inspection labor rate x 1.25 (minimum 2 hours)	10/1/2020	Res 20-39
Re-Inspection	calculated	per hourly Administration/Inspection labor rate	10/1/2020	Res 20-39
Building - Other				
Temporary Certificate of Occupancy (all types)	$ 307.00	plus security for remaining items	10/1/2025	Res 25-031
Structural/Life Safety Evaluation	$ -	no fee	10/1/2020	Res 20-39
Building Code Appeal	cost + 15%	appealed at Department of Building Safety or State Fire Marshall	10/1/2020	Res 20-39
Building Code Violation - Unsafe, Restricted or Stop Work	$ 112.00	per day, as determined applicable by the Building Official	10/1/2025	Res 25-031
Work Commencing Without Permit	calculated	standard building permit fee x 2	10/1/2020	Res 20-39
Public Right of Way	Includes existing and future/proposed public right-of-way's and/or easements with City infrastructure			
Street Cut Damage Recovery Fee - Fee based on Pavement Condition Index (PCI) rating of street in accordance with most recent street condition survey.				
PCI				
81-100	$ 980.50		10/1/2025	Res 25-031
61-80	$ 734.50		10/1/2025	Res 25-031
41-60	$ 492.00		10/1/2025	Res 25-031
21-40	$ 246.00		10/1/2025	Res 25-031
0-20			10/1/2021	Res 21-45
Encroachment - Temporary Access (TCP Review)	$ 86.25	processing, TCP review, and (1) inspection	10/1/2025	Res 25-031
Encroachment - Long-Term Agreement	$ 310.25		10/1/2025	Res 25-031
Encroachment/Easement - Franchise/Fiber	$ 620.50	includes TCP review, inspections, and agreement	10/1/2025	Res 25-031
Public Infrastructure - Minor (sidewalk, curb, street cut, driveways)	$ 223.50	includes processing, plan review, site visit, and (2) inspections; in addition to Temporary Access, as applicable	10/1/2025	Res 25-031

City of Sandpoint Fees

Description		Fee	Comments	Effective Date	Authority (Resolution, Ordinance or Statute)
	Unauthorized work within the right-of-way	$ 310.25	in addition to standard fee for street patch maintenance and/or other fee	10/1/2025	Res 25-031
	City provided services				
	Maintenance of work area	cost + 15%	per adopted Public Services General City Rates above	10/1/2018	Res 18-46
	Maintenance/installation of traffic control	cost + 15%	per adopted Public Services General City Rates above	10/1/2018	Res 18-46
	Failure to obtain/call for inspection on encroachment permit				
	First offense	$ 92.50		10/1/2025	Res 25-031
	Second offense	$ 155.00		10/1/2025	Res 25-031
	Third offense	$ 310.25		10/1/2025	Res 25-031
Sidewalk Fee in Lieu of Construction		$ 60.00	Non-refundable fee in lieu of construction of sidewalk based on LF of frontage	5/1/2024	Res 24-26
Water Plan Reviews/Inspections					
	Will-Serve Assessment/Letter	$ 158.50	as required for platting and/or QLPE	10/1/2025	Res 25-031
	Engineering Review - Water, with QLPE (as available)	$ 746.00	includes (2) reviews	10/1/2025	Res 25-031
	Water Mains Inspection	$ 130.00	each inspection	10/1/2025	Res 25-031
	Water Service Connection Inspection, includes tap and new hydrants/fire lines	$ 61.75	per tap/service connection, or additional reinspection	10/1/2025	Res 25-031
Water Main Modeling/Assessment	External/Outsourced Professional Services (as required to determine capacity and necessary improvements)		pass-through administrative percentage	4/7/2021	Res 21-17
Water Install/Materials	Subject to availability	see above	per adopted General City Rates		
	Main Tap, City Labor Only	$ 549.75	flat fee, per tap	10/1/2025	Res 25-031
	3/4 inch meter/transponder only (supply and install)	$ 383.50	Flat Fee	10/1/2025	Res 25-031
	1 inch (M55) meter/transponder only (supply and install)	$ 603.50	Flat Fee	10/1/2025	Res 25-031
	1 inch (M70) meter/transponder only (supply and install)	$ 665.75	Flat Fee	10/1/2025	Res 25-031
	1.5 inch meter/transponder (supply and install)	$ 1,128.00	Flat Fee	10/1/2025	Res 25-031
	2 inch meter/transponder (supply and install)	$ 1,367.50	Flat Fee	10/1/2025	Res 25-031
	> 2 inch meter/transponder (supply and install)	cost + 15%		10/1/2020	Res 20-39
	Full assembly (supply & install)	cost + 15%	In addition to meter/transponder fees	10/1/2022	Res 22-51
Industrial Pretreatment	Wastewater Discharge Permit	$ 254.50	application fee, includes inspection and permit issuance	10/1/2023	Res 23-63
Wastewater treatment plant sampling fees					
	Bacteriological				
	Total coliform MPN/MTF	$ 51.90		10/1/2025	Res 25-031
	Fecal Coliform MPN/MTF	$ 51.90		10/1/2025	Res 25-031
	Fecal Coliform Bio-Solids A-1	$ 78.20		10/1/2025	Res 25-031
	E.coli. MPN/MTF	$ 51.90		10/1/2025	Res 25-031
	Total, Fecal, E.coli	$ 103.70		10/1/2025	Res 25-031
	Inorganic chemicals				
	Nitrate	$ 38.95		10/1/2025	Res 25-031
	TKN	$ 45.45		10/1/2025	Res 25-031
	Ammonia	$ 38.95		10/1/2025	Res 25-031
	Alkalinity	$ 26.00		10/1/2025	Res 25-031
	Total Phosphorus	$ 51.90		10/1/2025	Res 25-031
	Ortho-Phosphorus	$ 26.00		10/1/2025	Res 25-031
	FOG	$ 77.85		10/1/2025	Res 25-031
	Ph Wastewater	$ 13.00		10/1/2025	Res 25-031
	PH Soil	$ 19.55		10/1/2025	Res 25-031
	BOD	$ 58.40		10/1/2025	Res 25-031
	TDS	$ 19.55		10/1/2025	Res 25-031
	TSS	$ 26.00		10/1/2025	Res 25-031
	Metals				
	Total Metals 13 Bio-Solids	$ 253.90		10/1/2025	Res 25-031
	Total Metals 11	$ 221.25		10/1/2025	Res 25-031
	Mercury	$ 38.95		10/1/2025	Res 25-031
	Cyanide Wastewater	$ 58.40		10/1/2025	Res 25-031
	Silver	$ 26.00		10/1/2025	Res 25-031
	Lab Testing Fee	$ 32.45		10/1/2025	Res 25-031

City of Sandpoint Fees

Description			Fee	Comments	Effective Date	Authority (Resolution, Ordinance or Statute)
Wastewater Plan Reviews/Inspections						
	Engineering Review - Wastewater, no QLPE		$ 298.40	includes (2) reviews	10/1/2025	Res 25-031
	Engineering Review - Wastewater, with QPLE (as available)		$ 596.80	includes (2) reviews	10/1/2025	Res 25-031
	Wastewater Main Inspection		$ 130.45	each inspection	10/1/2025	Res 25-031
	Wastewater Service Connection Inspection, includes tap on main		$ 61.75	per tap/service connection, or additional reinspection	10/1/2025	Res 25-031
Wastewater Main Modeling/Assessment	External/Outsourced Professional Services (as required to determine capacity and necessary improvements)		cost + 15%	pass-through administrative percentage	4/7/2021	Res 21-17
Wastewater Install/Materials/Inspections/Testing	Subject to availability			per adopted General City Rates above		
New User Facility Fees (NUFF)						
	Water NUFF					
		3/4 inch meter - meter size factor 1	$ 7,875.00		8/17/2022	Res 22-51
		1 inch meter - meter size factor 2.5	$ 19,689.00		8/17/2022	Res 22-51
		1.5 inch meter - meter size factor 5	$ 39,377.00		8/17/2022	Res 22-51
		2 inch meter - meter size factor 8	$ 63,004.00		8/17/2022	Res 22-51
		3 inch meter - meter size factor 25	$ 196,887.00		8/17/2022	Res 22-51
		4 inch meter - meter size factor 50	$ 393,773.00		8/17/2022	Res 22-51
		6 inch meter - meter size factor 80	$ 630,037.00		8/17/2022	Res 22-51
		8 inch meter - meter size factor 115	$ 905,625.00		8/17/2022	Res 22-51
	Wastewater NUFF		$ 6,311.00	per Equivalent Resident (ER)	8/17/2022	Res 22-51
Hydrant Use/Fill Station						
	Hydrant/Fill Station Permit		$ 32.24	Annual permit plus $2,500 or $500 deposit	9/16/2025	Res 25-031
		Volume Charge - per 1,000 gallons	$ 4.64		9/16/2025	Res 25-031
Utility User Monthly Rates						
	Garbage					
		Residential	$ 20.91	96 gallon cart	9/16/2025	Res 25-031
		Residential	$ 16.72	64 gallon cart	9/16/2025	Res 25-031
		Residential	$ 12.55	35 gallon cart	9/16/2025	Res 25-031
		Senior Citizen Reduced Utility Billing (SCRUB)	$ 12.55	96 gallon cart	9/16/2025	Res 25-031
		Senior Citizen Reduced Utility Billing (SCRUB)	$ 10.04	64 gallon cart	9/16/2025	Res 25-031
		Senior Citizen Reduced Utility Billing (SCRUB)	$ 7.53	35 gallon cart	9/16/2025	Res 25-031
		Extra cans	$ 2.52	each	9/16/2025	Res 25-031
		Roll-out cart over 15 feet	$ 3.87	special assistance	9/16/2025	Res 25-031
		Contamination Charge	$ 36.72	each occurrence	9/16/2025	Res 25-031
	Street Lights		$ 3.09		10/1/2017	Res 17-53
	Miscellaneous					
		New Account Fee	$ 14.50		9/16/2025	Res 25-031
		Late Charge	$ 21.77		9/16/2025	Res 25-031
		Door Hanger	$ 21.77		9/16/2025	Res 25-031
		Delinquent off/on	$ 75.45		9/16/2025	Res 25-031
		Meter Lock Removal	$ 59.26		9/16/2025	Res 25-031
		Emergency/Seasonal Off/On	$ 29.02	(Seasonal - Irrigation accounts only)	9/16/2025	Res 25-031
		After hours fee	$ 52.23		9/16/2025	Res 25-031
		Leak check - customer requested	$ 37.71		9/16/2025	Res 25-031
	Water					
		Retail - Fixed Monthly Rates				
		3/4" meter	$ 22.06		9/16/2025	Res 25-031
		1" meter	$ 44.30		9/16/2025	Res 25-031
		1-1/2" meter	$ 78.01		9/16/2025	Res 25-031
		2" meter	$ 110.94		9/16/2025	Res 25-031
		3" meter	$ 399.01		9/16/2025	Res 25-031
		4" meter	$ 665.20		9/16/2025	Res 25-031
		6" meter	$ 1,330.54		9/16/2025	Res 25-031

City of Sandpoint Fees

Description		Fee	Comments	Effective Date	Authority (Resolution, Ordinance or Statute)
	Residential Volume Charge - per 1,000 gallons				
	0 - 6,000 gallons	$ 3.26		9/16/2025	Res 25-031
	6,001 to 20,000 gallons	$ 4.12		9/16/2025	Res 25-031
	20,001 to 40,000 gallons	$ 8.23		9/16/2025	Res 25-031
	over 40,000 gallons	$ 9.26		9/16/2025	Res 25-031
	Multi-Family Volume Charge - per 1,000 gallons	$ 4.23		9/16/2025	Res 25-031
	Irrigation Volume Charge - per 1,000 gallons	$ 7.49		9/16/2025	Res 25-031
	Commercial Volume Charge - per 1,000 gallons	$ 4.68		9/16/2025	Res 25-031
	Flat Water Rate (no meter)	$ 83.53		9/16/2025	Res 25-031
	Wholesale - Syringa Heights Water District Fixed Monthly Rate	$ 5,534.90		9/16/2025	Res 25-031
	Wholesale - Northside Water Users Association Fixed Monthly Rate	$ 4,119.01		9/16/2025	Res 25-031
	Wholesale - Edelweiss Village Improvement Association Fixed Monthly Rate	$ 657.60		9/16/2025	Res 25-031
	Wholesale Volume Charge - per 1,000 gallons	$ 3.19		9/16/2025	Res 25-031
Wastewater					
	Wastewater - Residential				
	Fixed Monthly Rate - Tier 1 - Legacy Rate (Based on less than 2k gal/mo. used in 2022)	$ 85.73		9/16/2025	Res 25-031
	Fixed Monthly Rate - Tier 2	$ 98.59		9/16/2025	Res 25-031
	Wastewater - Multi-Family - Fixed Monthly Rate x # Multi-Family Units	$ 55.81		9/16/2024	Res 24-061
	Wastewater - Commercial I (Non-grease Producer) - Fixed Monthly Rate	$ 114.22		9/16/2025	Res 25-031
	Volume Charge - per 1,000 gallons				
	0 to 6,000 gallons	$ 14.03		9/16/2025	Res 25-031
	Over 6,000 gallons	$ 16.13		9/16/2025	Res 25-031
	Wastewater - Commercial II (Grease Producer) - Fixed Monthly Rate	$ 127.76		9/16/2025	Res 25-031
	Volume Charge - per 1,000 gallons	$ 23.81		9/16/2025	Res 25-031

Refunds

Note: Once an application has been reviewed no refunds will be issued unless otherwise approved by the Mayor/designee or stated in policy.

Note: A $10 refund processing fee is retained for administrative/credit card cost on various items above.

AGENDA REPORT

City Council Meeting

TODAY'S DATE: October 9, 2025

MEETING DATE: November 5, 2025

TO: Mayor Grimm, members of the Sandpoint City Council

FROM: Jason Welker, Planning & Community Development Director

SUBJECT: Amendment to Fee Schedule - Max Tournament Fee: action item

DESCRIPTION/BACKGROUND:

In the recently adopted fiscal year 2026 fee schedule, under Parks Field Usage (pages 5-6), the maximum charge per tournament was changed to apply *per facility* used in a tournament, whereas in the previous fee schedule the max tournament fee applied to tournaments that used multiple City sports facilities. For example, for a soccer tournament using War Memorial Field and Travers Sports Complex, if the applicable hourly field use fees, tournament fee daily rate fees, and out of area team fees were to exceed the max tournament fee, then tournament max would apply, limiting the upper end cost of running a tournament to $4,000. By applying this maximum to each facility used, it doubled the maximum tournament fee to $8,000 for events that used both the City's sports complexes.

Upon preparing an estimate for two local sport clubs that host multi-day tournaments, it became apparent to staff that the doubling of the tournament fee would impair the fundraising benefit to local clubs hosting tournaments in Sandpoint. Profits from regional tournaments are rolled over into clubs' budgets to help keep program costs affordable for local youth. By in some cases doubling the City's field use fees the new fee schedule would impact the ability of local sporting groups to keep their participation fees affordable to local youth. Given the City's recent elimination of many of our own recreational programs, opportunities for affordable youth sports in Sandpoint are fewer than they have been in the past. Therefore, staff are recommending we revert to applying the max tournament fee to all tournaments and not apply it twice for tournaments that use both sports complexes.

STAFF RECOMMENDATION:

Staff recommends amending the fee schedule to remove the line "Max Charge per tournament - per facility (e.g., 2x if Sports Complex and War Memorial Field are used" as follows: *Max Charge per tournament ~~- per facility (e.g., 2x if Sports Complex and War Memorial Field are used~~*

Amending the fee schedule to allow for the single application of the max tournament fee may mean less revenue into the Parks CIP fund; however, if the doubling of the fee had driven some tournaments out of Sandpoint (to the Field of Dreams, for instance), then we may be protecting the revenue we do earn by making the proposed amendment.

ACTION:

Since no increase in fees is being considered, no public hearing is required for this action item. Council's options include:

- **Approve the amendment to the fee schedule**, eliminating the double charging of the max tournament fee, which would reduce the fee for larger tournaments from $8,000 to $4,000.
- **Reject the amendment to the fee schedule**, which will require the largest tournaments to bear the higher cost of $8,000.

WILL THERE BE ANY FINANCIAL IMPACT? N HAS THIS ITEM BEEN BUDGETED? N

ATTACHMENTS:

FY2026 Fee Schedule

No: 25-
Date: November 5, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: APPROVAL OF CHANGES TO EXISTING FEES AND FEE SCHEDULE

WHEREAS: Pursuant to Idaho Code § 63-1311A, proposed new City fees or fee increases in excess of five percent (5%) require a public hearing prior to approval;

WHEREAS: In the recently adopted fiscal year 2026 fee schedule, under Parks Field Usage (pages 5-6), the maximum charge per tournament was changed to apply *per facility* used in a tournament;

WHEREAS: In the previous fee schedule, when a sports tournament used *multiple* facilities and the applicable hourly field use fees, tournament fee daily rate fees, and out of area team fees exceeded the max tournament fee, then the tournament max fee would apply, limiting the upper end cost of running a tournament to $4,000;

WHEREAS: With the change recently adopted that applies this maximum to *each* facility used, it doubled the maximum tournament fee to $8,000 for singular events that use multiple sports complexes, where it quickly became apparent to staff that this increased amount would impair the fundraising benefit to local clubs hosting tournaments in Sandpoint;

WHEREAS: Because profits from regional tournaments are rolled over into clubs' budgets to help keep program costs affordable for local youth, in some cases, doubling the City's field use fees would impact the ability of local sporting groups to keep their participation fees affordable;

WHEREAS: Given the City's recent elimination of many recreational programs, opportunities for affordable youth sports in Sandpoint are fewer than they have been in the past;

WHEREAS: Due to these circumstances, staff recommend reverting back to the policy of charging one max tournament fee regardless of the number of facilities used, as opposed to charging for *each* facility used;

WHEREAS: The increased fee recently adopted has not yet been charged to any group; and

WHEREAS: As this is not a new fee and not an increase over 5%, no public hearing is required.

NOW, THEREFORE, BE IT RESOLVED THAT: In the City Fee Schedule, under Parks Field Usage, the "Max Charge per tournament" is hereby amended to remove reference to the "per facility" charge.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Sandpoint City Council will hold a public hearing during their meeting on Wednesday, November 5, 2025, which begins at 5:30 p.m. in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

The City of Sandpoint Administration is submitting a proposal to the Idaho Department of Commerce for an Idaho Community Development Block Grant (CDBG) in the amount of $650,000. The proposed project to be funded by CDBG is the lighting and site amenities portion of the Phase 3 project and wayfinding for Downtown Revitalization. The hearing will include a discussion of the application, scope of work, budget, schedule, benefits of the project, how CDBG funds will benefit low and moderate-income persons, and location

of the proposed project. The application, related documents, and CDBG Application Handbook are available for review at https://www.sandpointidaho.gov/news.

Verbal and written comments will be accepted prior to and at the hearing. Questions or requests for special accommodation to participate in this hearing should be directed to the City Clerk's office at (208) 263-3310 or to the cityclerk@sandpointidaho.gov above at least 48 hours prior to the meeting time.

This Notice can be provided in a format accessible to persons with disabilities and/or persons with limited English proficiency upon request.

Se le puede proveer esta notificación en un formato accesible para las personas discapacidades y/o personas con conocimientos limitados del inglés a pedido.
Legal#7425 AD#11733
Oct. 28 & Nov. 4, 2025

AGENDA REPORT

City Council Meeting

TODAY'S DATE: October 24, 2025

MEETING DATE: November 5, 2025

TO: MAYOR AND CITY COUNCIL

FROM: Rachel McKinley, Project Manager

SUBJECT: Public hearing - ICDBG Application Submittal for the Downtown Revitalization Project Phase 3b- Improving Streetlighting and Site Amenities

BACKGROUND:

In December of 2012, the Downtown Streets Guide and Design Plan was adopted by City Council and has served as the guiding document for the City of Sandpoint's Downtown Revitalization Plan. Recommendations stemming from the public input process were synthesized into what is referred to in the plan as design principles, which indicate a need for enhancing: 1) pedestrian safety and access, 2) pedestrian amenities, 3) trees and landscaping, 4) sustainability, 5) maintenance, 6) parking, 7) bicycle safety and access, 8) character identity, 9) year-round activity, and 10) cost-effectiveness. This has been reaffirmed in the City's 2021 Multimodal Transportation Plan (MTMP) and 2024 Comprehensive Plan (Comp Plan).

Phases 1 and 2, completed between 2018 and 2021, improved Cedar Street (from Fifth Avenue to First Avenue) and First Avenue (from Cedar Street to Church Street). These improvements, funded by the Sandpoint Urban Renewal Agency (SURA), provided upgraded pedestrian sidewalk, improved stormwater management, and enhanced public spaces. An Idaho Community Development Block Grant (ICDBG) for Downtown Revitalization supported the acquisition, installation, and associated engineering costs of pedestrian street lighting.

Idaho Community Development Block Grant

The ICDBG program is a competitive grant program administered by the Idaho Department of Commerce. Each year, the U.S. Department of Housing and Urban Development allocates Idaho's share of the State Community Development Block Grant Program as determined by the funding formula contained in the Housing and Community Development Act of 1974, as amended. The formula is based on Idaho's population, poverty, and age of housing.

Commerce distributes the federal ICDBG funding to counties and (non-entitlement) cities through a competitive grant process. The grant application process generally consists of the application submission, review and ranking by department staff and Economic Advisory Council members and submission of addenda where required. The final grant awards are made by the Governor.

Qualifying projects must meet an ICDBG national objective and ICDBG funding is typically used for the design and construction of public infrastructure or facilities. The most competitive application factors are matching funds, need, and readiness to proceed.

Downtown revitalization projects address prevention or elimination of slum and blight as their national objective, under Title I of the Act, but a downtown revitalization is made up of much more than just infrastructure improvements. It's about creating or retaining the economic vitality of Downtown Sandpoint. Sandpoint's downtown plays a vital role in economic and social development for the

community, as it fosters commercial, cultural, and civic activities and business exchange. This includes many job, business and fundraising opportunities for important civic services to the Sandpoint community as well as access to outdoor recreation for all families and residents regardless of income.

The ICDBG program requires adherence to all applicable federal regulations, including public participation, environmental review, labor standards, and procurement under 2 CFR Part 200. Two public hearings are required. One prior to application submittal and one at project closeout. The City has adopted the necessary Fair Housing and Section 504 policies and has successfully administered prior ICDBG grants, demonstrating capacity to manage federal funds in compliance with program requirements.

DESCRIPTION:

The Downtown Revitalization project will advance into its next phase, Phase 3. This Phase will be implemented into two parts.

Phase 3a is scheduled to commence design in the Fall/Winter of 2025 and primarily funded by SURA. The 3a project scope includes the design and reconstruction for corridor improvements such as road/parking, pedestrian connectivity and utilities along First Avenue from Church St. south to Lake St.

Phase 3b is scheduled to start after the completion of Phase 3a in the Spring of 2027. The City of Sandpoint is proposing to submit an application to the Idaho Department of Commerce for an ICDBG – Downtown Revitalization grant of up to $650,000 to support this phase.

In accordance with the City's adopted ICDBG Citizen Participation Plan, the City is providing the following information about the proposed project and seeking input from the public. Verbal or written comments will be accepted prior to and at this public hearing November 5, 2025. The application, related documents, and ICDBG Application Handbook will be available for review at: https://www.sandpointidaho.gov/news.

The Phase 3b improvements, to be funded by ICDBG with a match of from the City and SURA, is within the Downtown Urban Renewal District (Resolution 05-59) and Urban Renewal Area (URA) (Resolution 05-29) and will be identified in the Redevelopment Area in the City of Sandpoint's 2025 Redevelopment Area and Physical Condition Assessment for this project, proposed for Council adoption at an upcoming meeting.

This project scope aligns with the City's Downtown Revitalization plan and efforts and consistent community requests by improving streetlighting and site amenities.

Budgeted funds will support the purchase, transportation and installation of lighting and site amenities such as benches, bike racks, flower basket hangers, trash cans, etc. Dependent on its feasibility, traffic patterns and design, a covered bus stop may also be included. The lighting and site amenities will be installed along First Avenue from Church St. south to Lake St. to match previous downtown phases. The City will provide the engineering design as part of the local match.

This project will follow the ICDBG program requirements and initiatives which include the "Build America, Buy America" (BABA) Act, Davis-Bacon Act (locally prevailing wage rates), and Fair Housing Act (Resolution 22-064) along with environmental assessments.

Upon approval of this item, staff will finalize the grant application and prepare the final Redevelopment Area Report for Council adoption consideration at the next meeting.

STAFF RECOMMENDATION:

- Authorize staff to submit a grant application of up to $650,000 to the Idaho Community Development Block Grant for Downtown revitalization for lighting and site amenities

ACTION:

- Move to authorize staff to submit a grant of application Idaho Community Development Block Grant for Downtown revitalization up to $650,000.

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

ATTACHMENTS:

1. Resolution
2. ICDBG Citizen Participation Plan
3. The current Resolution Fair Housing
4. Redevelopment Area Proposed Site map
5. Resolution to Establish a Redevelopment Area – ICDBG's Sample

LINKS:

1. Downtown Streets Plan and Design Guide - https://www.sandpointidaho.gov/media/3541
2. Multimodal Transportation Master Plan - https://www.sandpointidaho.gov/media/3491
3. 2024 Sandpoint Comprehensive Plan – https://www.sandpointidaho.gov/media/9426
4. Downtown Waterfront Design Competition Stage 3 Design Report - https://www.sandpointidaho.gov/media/3641
5. Cleargov Project Page - https://sandpoint-id.cleargov.com/projects/14340/downtown-revitalization-phase-3

Idaho Community Development Block Grant (CDBG) Citizen Participation Plan

City of Sandpoint

Pursuant to citizen participation requirements for Idaho Community Block Grant participants, the _City of Sandpoint_ hereby certifies the following activities will be completed:

Provide for and encourage citizen participation, particularly for low and moderate income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used. Provide technical assistance to group's representative of low and moderate income persons that request assistance in developing proposals in accordance with procedures developed by the department. Such assistance need not include providing funds to such groups.

Hold a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens' views. The first public hearing shall include a description of the proposed project, scope of work, budget, schedule, location, and beneficiaries. Any earned program income must also be noted. The application, related documents, and the Application Handbook shall be available for citizens to review.

The second public hearing on the status of funded activities and accomplishments to date; a general description of remaining work and a general description of changes made to the CDBG project scope of work, budget, schedule, location or beneficiaries.

A public hearing shall also be held in the event CDBG project activities are added, deleted or substantially changed from the application. Substantially changed means changes made in terms or purpose, scope, location or beneficiaries as defined by the CDBG program.

Provide reasonable and timely access to local meetings, information and records pertaining to the local government's proposed and actual use of CDBG funds. Public hearings shall be conducted at times and locations convenient to local citizens.

Public hearings shall be advertised in a local newspaper no less than seven (7) twenty-four (24) hour days prior to the hearing date. If there is no local newspaper, public notification will occur through some other method where there is wide distribution to citizens within the project area. The Community Development staff must approve this method.

A copy of the publication and/or affidavit of publication shall be submitted to the department. The notice should identify all of the topics to be addressed in the public hearing including the assurances that hearings shall be held in facilities that are accessible to persons with disabilities and that alternative formats shall be available to persons with disabilities where practicable, and with advance notice to the unit of local government.

Citizens shall also be notified they will be given the opportunity to comment orally or in writing at a minimum of __seven (7) twenty-four (24) hour days__ prior to and at the hearing. Special accommodations shall be available for persons with disabilities who may wish to comment within this period.

Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can be expected to participate.

Local citizen participation records which shall be made available to the state and local citizens shall include: A copy of the public notice and/or affidavit of publication which describes proposed or actual

project activities, scope of work, location, budget, schedule, objectives, and beneficiaries. Notices shall also contain the accessibility clause for persons with disabilities.

Grantees must provide the address, telephone number, and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances within fifteen (15) working days where practicable.

Local staff shall be familiar with citizen's complaint procedures. These procedures shall provide local citizens with the opportunity to protest project activities or related issues. A written complaint or grievance is formal notification of a concern, allegation or protest to a proper authority. A formal complaint will be considered filed at the time it is delivered to the appropriate authority's office. To file a complaint, citizens must provide enough information to allow an investigation. The complaint should be clear and concise and include the following information:

A. Identification of the project, project location, and program activities.
B. Reason for the complaint (hearsay and innuendo will not be considered valid).
C. Sufficient data to substantiate any claims or charges. If possible, supporting documentation should be included.
D. If desired, citizens may propose a solution to the problem.

If the complaint is concerning local activities or project implementation, complaints and grievances shall first be filed with the appropriate elected official. If this is the case, grantees shall be required to notify the department of the complaint. A copy of the response shall also be submitted to the department. Every attempt must be made to respond to citizens within fifteen (15) days where practicable.

If a citizen feels the response from the local jurisdiction is unsatisfactory, he or she may appeal to the department for resolution. The department at that time may request additional information. Every effort will be made by the department to provide a full response within thirty (30) days.

If valid and sufficient data has been provided to substantiate the complaint, an investigation will be conducted. The extent of an investigation depends on the scope and depth of the issues involved.

If the complaint is more appropriately directed toward the CDBG program activities, the same procedure will be followed except all communications are between the state and the complainant.

This plan shall become effective 11/1/25.
(Date)

Chief Elected Official

No: 22-064
Date: October 19, 2022

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: CITY OF SANDPOINT FAIR HOUSING RESOLUTION

WHEREAS: Discrimination on the basis of race, color, religion, gender, national origin, religion, in the sale, rental, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services is prohibited by Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Act);

WHEREAS: It is the policy of the City of Sandpoint to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender, national origin, sexual orientation or gender identity/expression, and the Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children;

WHEREAS: Within available resources, the City of Sandpoint will assist all persons who feel they have been discriminated against because of race, color, sex, national origin, religion, familial status, disability, or age to seek equity under federal and state laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division; and

WHERAS: The City of Sandpoint shall publicize this resolution and through this publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

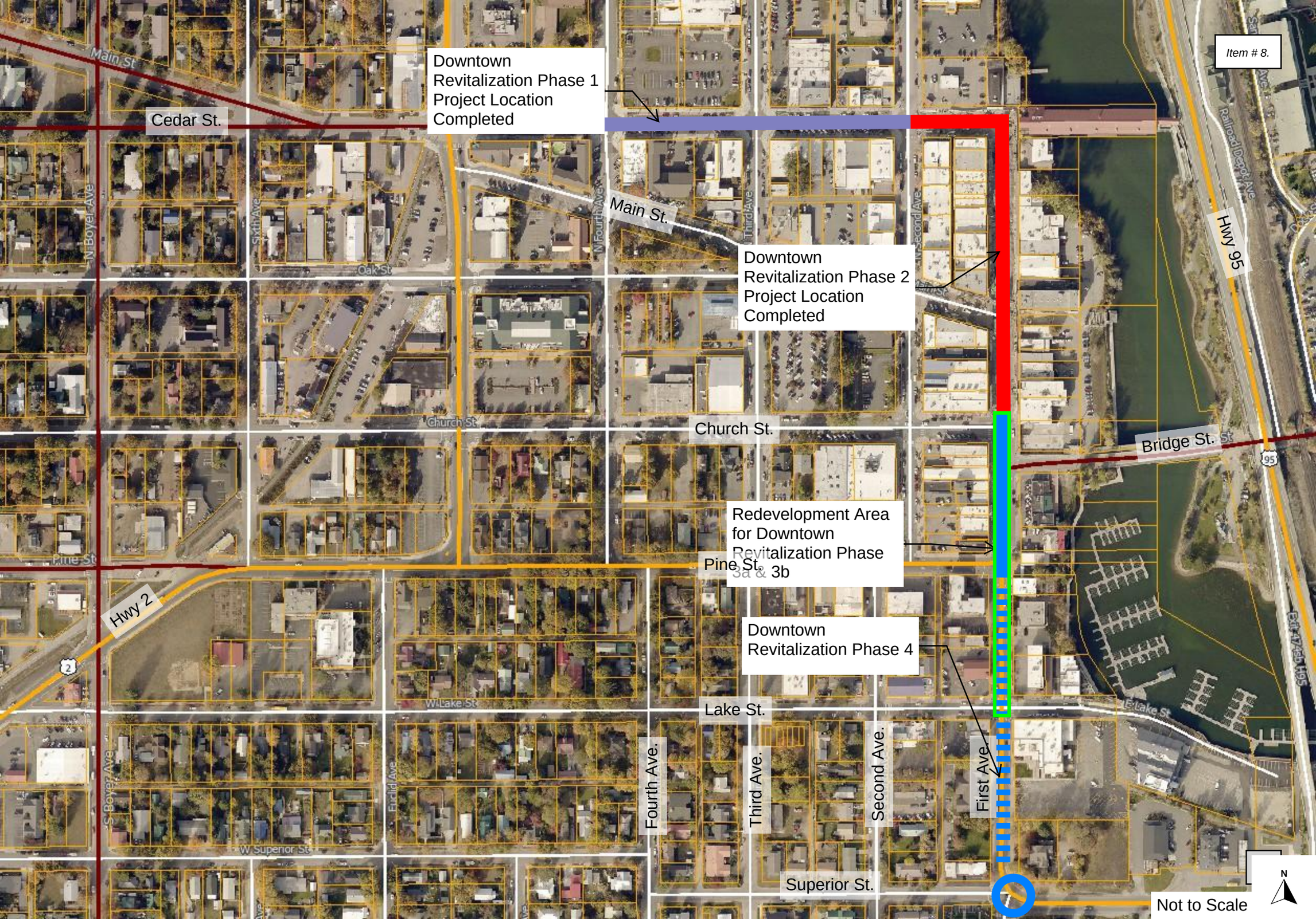
NOW, THEREFORE, BE IT RESOLVED THAT: This Resolution is hereby approved and adopted as the City of Sandpoint Fair Housing Resolution.

BE IT FURTHER RESOLVED THAT: The City will seek to promote and bring awareness to the importance of fair housing and will, at a minimum, provide fair housing information to the public, publish this Resolution in the City's newspaper of record, post applicable fair housing information in prominent public areas, declare April as Fair Housing Month, and prepare and provide a fair housing impediments analysis.

Shelby Rognstad, Mayor

ATTEST:

Melissa Ward, City Clerk


Downtown Revitalization Phase 1 Project Location Completed
Downtown Revitalization Phase 2 Project Location Completed
Redevelopment Area for Downtown Revitalization Phase 3a & 3b
Downtown Revitalization Phase 4
Main St
Cedar St.
Main St.
Church St.
Bridge St.
Pine St.
Lake St.
Superior St.
Hwy 95
Hwy 2
Fourth Ave.
Third Ave.
Second Ave.
First Ave.
N Boyer Ave
Sixth Ave
N Fourth Ave
Third Ave
N Second Ave
Railroad Depot Ave
Oak St
Church St
Pine St
W Lake St
E Lake St
S Boyer Ave
Euclid Ave
W Superior St
Bay St
Bridge St
Exit 47A/B
Not to Scale
N

Sample

Resolution to Establish a Redevelopment Area

City of _____ Resolution No. _____

BE IT RESOLVED by the City Council of the City of _____, _____ County, Idaho:

WHEREAS, the City has reviewed the conditions and quality of the Downtown and found a geographic area in which slum and blight conditions exist according to 24 CFR 570.483 (c)(2). The approximate boundaries of this geographic area are (*give general description of boundaries*) and are delineated on Attachment A affixed hereto, which is a map of the subject area defining the limits, boundaries and location of the slum and blight conditions of said district; and

WHEREAS, the following is a description of the slum and blight conditions which exist in the delineated area:

Infrastructure:

Example:

- Eight hundred (800) linear feet of 4 foot wide sidewalk and eight sidewalk corners are determined to be substandard as they do not meet ADA accessibility requirements. Specifically, the sidewalks do not allow for unrestrictive pedestrian movement because of broken surfaces, as per ADA regulations 28 CFR Part 35.___. The sidewalk corners provide no pedestrian ramps as per ADA regulations 28 CFR Part 35.___.

- The surface water drainage system within the redevelopment area is determined to be substandard as it does not meet the Clean Water Act, section ___ and the Idaho Pollutant Discharge Elimination System (IPDES), provision ___

- Approximately 161,309 square feet of area that makes up the entirety of the Redevelopment Area has pedestrian lighting that has been determined to be substandard as it does not meet City Council Resolution _____, Downtown Streets Plan and Design Guide standards and requirements.

Properties:

Example:

- Twenty-three (23) property lots are located within the redevelopment area. Seven properties have been determined to be substandard. Of the seven properties:
  - Three are vacant lots,
  - two are commercial buildings that have been vacant for over 12 months, and
  - two are single family residential homes that based on site and building exterior observation do not meet the CDBG Downtown Building – Physical conditions assessment standards.

Detailed documentation is contained in the downtown assessment prepared by _____ _____ dated _____.

WHEREAS, these conditions are risks to public safety, impediments to sound community growth and are considered economic liabilities to the community;

WHEREAS, the City of _____ desires to eliminate and prevent slum and blight conditions within the stated geographic area, the City will undertake various activities to eliminate these conditions. These activities will conform to the City's comprehensive plan; and

WHEREAS, the planned activities may include land acquisition, demolition, and/or clearance, the Idaho Department of Commerce's "Anti-Residential Displacement and Relocation Plan" will govern any of these activities.

NOW THEREFORE, it is resolved by the Mayor and City Council of _____, Idaho that the City shall designate the above-stated geographic area as a redevelopment area and shall take action as necessary to remove and prevent slum and blight conditions.

RESOLVED this _____ day of (month and year).

_____
Mayor

No: 25-
Date: November 5, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: ICDBG APPLICATION SUBMITTAL FOR DOWNTOWN REVITALIZATION PROJECT PHASE 3B TO IMPROVE STREETLIGHTING AND SITE AMENITIES

WHEREAS: In December of 2012, the Downtown Streets Guide and Design Plan was adopted by City Council and has served as the guiding document for the City of Sandpoint's Downtown Revitalization Plan;

WHEREAS: Recommendations stemming from the public input process were synthesized into design principles, which indicate a need for enhancing pedestrian safety and access, pedestrian amenities, trees and landscaping, sustainability, maintenance, parking, bicycle safety and access, character identity, year-round activity, and cost-effectiveness, as reaffirmed in the City's 2021 Multimodal Transportation Plan (MTMP) and 2024 Comprehensive Plan (Comp Plan);

WHEREAS: Improvements funded by the Sandpoint Urban Renewal Agency (SURA), provided upgraded pedestrian sidewalk, improved stormwater management, and enhanced public spaces during Phases 1 and 2, completed between 2018 and 2021, and utilized an Idaho Community Development Block Grant (ICDBG) for Downtown Revitalization supporting the acquisition, installation, and associated engineering costs of pedestrian street lighting;

WHEREAS: Phase 3a is scheduled to commence design in the Fall/Winter of 2025, primarily funded by SURA, and project scope includes the design and reconstruction for corridor improvements such as road/parking, pedestrian connectivity and utilities along First Avenue from Church Street; and

WHEREAS: Phase 3b is scheduled to start after the completion of Phase 3a in the Spring of 2027 and the City of Sandpoint is proposing to submit an application to the Idaho Department of Commerce for an ICDBG – Downtown Revitalization grant of up to $650,000 to support this phase.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves the application to the Idaho Department of Commerce for an ICDBG grant, which, if awarded, will be used for the City's Downtown Revitalization Phase 3b project, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

AGENDA REPORT

City Council Meeting

TODAY'S DATE: October 27th, 2025

MEETING DATE: November 5th, 2025

TO: Mayor Grimm, members of the Sandpoint City Council

FROM: Jason Welker, Planning and Community Development Director and Corey Coon, Chief of Police

SUBJECT: Amendments to Sandpoint City Code § 3-2-9 (Open Container Law)

INTRODUCITON:

The purpose of this staff report is to present proposed amendments to Sandpoint City Code § 3-2-9 ("Open Container Law"), which regulates the possession and consumption of alcoholic beverages in public spaces. These amendments expand the locations where alcoholic beverages may be consumed during permitted special events, clarify permitting and service requirements, and add language specifying restrictions around service area boundaries and ADA access.

DESCRIPTION/BACKGROUND:

At the October 15th meeting a draft amendment to the City's Open Container Law for City Parks was brought to council. Tonight, an updated amendment incorporating feedback from the October 15th meeting is being brought to you for consideration. Council feedback focused on the geographic area in which alcohol was to be allowed in City Beach Park and the suggestion to open the opportunity for single-day special events hosted by Bonner County non-profits from September – June.

As such, the revised amendment brought to you tonight incorporates those changes, while making it clearer and easier to understand how alcohol service will be treated differently within different parks. Only events permitted through the City's special event permitting process will be allowed to serve alcohol in City Beach Park, Farmin Park, and War Memorial Field will be allowed to serve alcohol. At the James E. Russell Sports Center alcohol will be permitted at private events pursuant to the terms set forth in a facility use agreement.

The service area within City Beach Park has been shrunk and moved further away from the beach volleyball courts, as requested by Council. (see figure below).



General conditions applying to all parks have been pulled out and placed in their own section of the updated code.

These updates should fulfill council's desires based on feedback at the October 15th meeting while making the code easier to understand and enforce for event organizers and City staff going forward.

STAFF RECOMMENDATION:

These amendments support the City's goal of encouraging community events while maintaining public order and compliance with state alcohol laws. By expanding available locations, the City offers equitable opportunities for different event organizers. The clarified permitting process provides transparency and consistency for staff and applicants alike. Staff recommends approving the amendments, which will be brought to a subsequent council meeting as an ordinance for adoption.

ACTION:

Council may consider the following actions regarding the proposed amendments to Sandpoint City Code § 3-2-9 (Open Container Law):

1. Adopt the Ordinance as Presented: Approve the amendments as drafted, expanding the eligible parks/facilities and clarifying permitting requirements and service area controls.
2. Adopt with Modifications: Approve the amendments with specific changes as directed by Council (e.g., remove or add facilities, adjust seasonal restrictions, or revise service area requirements).
3. Remand for Further Staff Work: Direct staff to make additional revisions to the draft ordinance and bring it back for consideration at a future meeting.
4. Take No Action: Retain the current code language with no changes.

WILL THERE BE ANY FINANCIAL IMPACT? N HAS THIS ITEM BEEN BUDGETED? N

ATTACHMENTS:

Draft amendment to Sandpoint City Code § 3-2-9 (Open Container Law)

3-2-9: Open Container Law:

A. No person in a motor vehicle, while the vehicle is on a public highway or the right-of-way of a public highway in the city, may drink or possess any open beverage containing alcoholic liquor, beer, or wine, unless such person is a passenger in the passenger area of a limousine, or in the living quarters of a recreational vehicle. Violation of this section is a misdemeanor for the individual in actual physical control of the vehicle pursuant to section 18-8004, Idaho Code, and an infraction for other individuals violating this section.

B. It shall be unlawful for any person to drink or consume beer, wine or any other intoxicating beverage or to have in their possession any open bottle, can or other container containing such beer, wine or other intoxicating beverage while on a sidewalk, boardwalk, or anywhere within the public street right-of-way or in any public park within the city, except as follows:

~~e1. Consumption of alcoholic beverages is allowed in Farmin Park and at War Memorial Field when purchased on site from an authorized vendor with a valid alcohol beverage catering permit issued by the city for events approved by the parks and recreation director or city council, as applicable. Those consuming alcoholic beverages must remain in specific areas of the park designated for alcoholic beverage consumption. In all cases, they must remain within the inner boundary of the park's fence or curb and not inhibit the use of the sidewalk by other persons.~~

1. Authorized locations: The consumption of alcoholic beverages shall be permitted only at the following locations:

    a. Farmin Park;

    b. War Memorial Field;

    c. Within the buildings located at 607 and 611 South Ella Avenue in Lakeview Park; and

    d. The James E. Russell Sports Center at Travers Park

    Alcohol service at Farmin Park and War Memorial Field shall be permitted only for events approved under the City's special event permitting process pursuant to Title 6 Chapter 6 of this code. Private events at the James E. Russell Sports Center may serve alcohol pursuant to the terms set for the facility use agreement.

2. City Beach Park: The consumption of beer and wine shall be permitted within a designated 0.88-acre area located in the northwest corner of the interior lawn at City Beach Park during events organized as community fundraisers (see figure 1 below). For purposes of this section, a "community fundraiser" means an event open to the public where donations, contributions, or proceeds are solicited for charitable, educational, or benevolent purposes, including but not limited to events benefiting non-profit organizations, individuals facing medical or financial hardship, community improvement projects or other charitable causes. Each qualifying organization or group may host one single-day event per month from September through June, excluding July and August. If multiple qualifying applications occur- for the same month, City staff shall conduct a random drawing in a public setting to determine the selected organization. The drawing shall be recorded, and all applicants shall be notified of the outcome in writing. Alcohol service at City Beach Park shall be permitted only for events approved under the City's special event permitting process pursuant to Title 6 Chapter 6 of this code.

Figure 1: City Beach Alcohol Service Area for Special Events



3. General Conditions: Alcoholic beverages may be sold, served, or provided (including complimentary service) only by an authorized vendor operating under a valid City-issued alcohol beverage catering permit. Consumption shall be confined to the City-approved alcohol service area shown on the event site plan, which shall be enclosed by permanent or temporary barriers or other controls approved by the City. If the event includes a City-approved street closure or venue expansion, the designated service area may include such areas as shown on the site plan approved with the special event permit. Sidewalks shall remain open and unobstructed, and ADA access maintained, unless expressly included in an approved closure.

(Ord. 1295, 2-5-2014; Ord. 1297, 3-19-2014)

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 3, CHAPTER 2, SECTION 9, OPEN CONTAINER LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS: Under the current code, alcohol consumption is generally prohibited on sidewalks, rights-of-way, and in public parks except in specifically designated facilities, including in Farmin Park and at War Memorial Field;

WHEREAS: Over the past year, with several event organizers requesting expanded options for hosting special events at other parks and facilities, staff has worked with the Parks & Recreation Department, Police Department, and City Attorney to evaluate these requests and develop appropriate code amendments; and

WHEREAS: This ordinance seeks to balance public safety and community standards with opportunities for controlled, permitted alcohol service at public events.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Sandpoint that:

ORDINANCE SECTION 1 – AMENDMENT TO CITY CODE TITLE 3, CHAPTER 2, SECTION 9

Sandpoint City Code Title 3, Chapter 2, Section 9, Open Container Law, is hereby amended as follows:

3-2-9: Open Container Law:

A. No person in a motor vehicle, while the vehicle is on a public highway or the right-of-way of a public highway in the city, may drink or possess any open beverage containing alcoholic liquor, beer, or wine, unless such person is a passenger in the passenger area of a limousine, or in the living quarters of a recreational vehicle. Violation of this section is a misdemeanor for the individual in actual physical control of the vehicle pursuant to section 18-8004, Idaho Code, and an infraction for other individuals violating this section.

B. It shall be unlawful for any person to drink or consume beer, wine or any other intoxicating beverage or to have in their possession any open bottle, can or other container containing such beer, wine or other intoxicating beverage while on a sidewalk, boardwalk, or anywhere within the public street right-of-way or in any public park within the city, except as follows:

1. ~~Consumption of alcoholic beverages is allowed in Farmin Park and at War Memorial Field when purchased on site from an authorized vendor with a valid alcohol beverage catering permit issued by the city for events approved by the parks and recreation director or city council, as applicable. Those consuming alcoholic beverages must remain in specific areas of the park designated for alcoholic beverage consumption. In all cases, they must remain within the inner~~

ORDINANCE NO. ____

~~boundary of the park's fence or curb and not inhibit the use of the sidewalk by other persons.~~ Authorized locations: The consumption of alcoholic beverages shall be permitted only at the following locations:

a. Farmin Park;

b. War Memorial Field;

c. Within the buildings located at 607 and 611 South Ella Avenue in Lakeview Park; and

d. The James E. Russell Sports Center at Travers Park

Alcohol service at Farmin Park and War Memorial Field shall be permitted only for events approved under the City's special event permitting process pursuant to Title 6 Chapter 6 of this code. Private events at the James E. Russell Sports Center may serve alcohol pursuant to the terms set for the facility use agreement.

2. City Beach Park: The consumption of beer and wine shall be permitted within a designated 0.88-acre area located in the northwest corner of the interior lawn at City Beach Park during events organized as community fundraisers (see figure 1 below). For purposes of this section, a "community fundraiser" means an event open to the public where donations, contributions, or proceeds are solicited for charitable, educational, or benevolent purposes, including but not limited to events benefiting non-profit organizations, individuals facing medical or financial hardship, community improvement projects or other charitable causes. Each qualifying organization or group may host one single-day event per month from September through June, excluding July and August. If multiple qualifying applications occur for the same month, City staff shall conduct a random drawing in a public setting to determine the selected organization. The drawing shall be recorded, and all applicants shall be notified of the outcome in writing. Alcohol service at City Beach Park shall be permitted only for events approved under the City's special event permitting process pursuant to Title 6 Chapter 6 of this code.

Figure 1: City Beach Alcohol Service Area for Special Events



ORDINANCE NO. ____

3. General Conditions: Alcoholic beverages may be sold, served, or provided (including complimentary service) only by an authorized vendor operating under a valid City-issued alcohol beverage catering permit. Consumption shall be confined to the City-approved alcohol service area shown on the event site plan, which shall be enclosed by permanent or temporary barriers or other controls approved by the City. If the event includes a City-approved street closure or venue expansion, the designated service area may include such areas as shown on the site plan approved with the special event permit. Sidewalks shall remain open and unobstructed, and ADA access maintained, unless expressly included in an approved closure.

ORDINANCE SECTION 2 – REPEAL AND SEVERABILITY:

A. Any provision of the *Sandpoint City Code* found to be inconsistent with this Ordinance is hereby repealed.

B. Should any provision of this Ordinance be deemed unlawful or unconstitutional, such finding shall not affect the remaining provisions of this Ordinance.

ORDINANCE SECTION 3 – PUBLICATION AND EFFECTIVE DATE:

This Ordinance shall be in full force and effect following its passage, approval, and publication according to law.

PASSED AND ADOPTED AS AN ORDINANCE OF THE CITY OF SANDPOINT, IDAHO, AT A REGULAR SESSION OF THE SANDPOINT CITY COUNCIL ON _____, 2025.

_____ Attest: _____

Jeremy Grimm, Mayor Melissa Ward, City Clerk

SUMMARY OF ORDINANCE NO. ____
Open Container Law

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SANDPOINT CITY CODE TITLE 3, CHAPTER 2, SECTION 9, OPEN CONTAINER LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Following is a summary of the provisions of Ordinance No. ____.

Ordinance Section 1 amends City Code 3-2-9, Open Container Law, to allow for the consumption of alcoholic beverages under certain conditions during special events at Farmin Park, War Memorial Field, within the buildings located at 607 and 611 South Ella Avenue in Lakeview Park, and the James E. Russell Sports Center at Travers Park.

Ordinance Section 2 provides for repeal and severability.

Ordinance Section 3 provides for publication and an effective date.

This publication is a summary of the full Ordinance and is being published pursuant to Idaho Code Section 50-901A. This ordinance was passed and approved upon a proper roll call vote and duly enacted at a properly-noticed session of the Sandpoint City Council, held _____, 2025. The full text of the Ordinance is on file with the Sandpoint City Clerk and will be promptly provided during regular hours to any citizen on personal request.

Published once in the Legals section of the Bonner County Daily Bee on November 12, 2025.

STATEMENT OF LEGAL ADVISOR

I, Zachary Jones, legal advisor for the City of Sandpoint, Idaho, have examined the summary of the ordinance to be presented to the Sandpoint City Council on November 5, 2025, providing for amendments to City Code Title 3, Chapter 2, Section 9, pertaining to Open Container Law, and find it to be a true and complete summary of said ordinance, providing adequate notice to the public of the contents thereof.

Zachary Jones
City of Sandpoint Legal Advisor

AGENDA REPORT

City Council Meeting

TODAY'S DATE: October 27, 2025

MEETING DATE: November 5, 2025

TO: MAYOR AND CITY COUNCIL

FROM: Erik Bush PLA, Project Manager, City Forester

SUBJECT: Bridge St. Retaining Wall

BACKGROUND:

On August 26, 2020, the City of Sandpoint and Bridge Street, LLC entered into a Real Property Exchange Agreement, authorized under Resolution 20-037. The exchange was finalized on March 2, 2022, under Resolution 22-011 ("Agreement for Exchange of Real Property").

Under this agreement, the City exchanged approximately 0.31 acres of City-owned property at Farmin's Landing (Parcel No. RPS0215000001AA) for additional public right-of-way along Bridge Street. One primary objective of the exchange was to improve pedestrian, bicycle, and vehicular mobility near the intersection of First Avenue and Bridge Street; the primary access to City Beach.

Per the agreement, Bridge Street, LLC was required:

- Remove the existing access ramp to Bridge Street;
- Construct a retaining wall along the new property boundary;
- Share in the cost of constructing public stairs connecting Bridge Street to Farmin's Landing;
- Construct a widened public sidewalk along Bridge Street; and
- Provide a public access easement from Bridge Street to Farmin's Landing.

All design and construction work was subject to City approval and inspection to be in alignment with the City's 2021 Parks and Recreation Master Plan, which envisions enhanced access and connectivity to Farmin's Landing.

To guarantee performance, Bridge Street, LLC provided $385,102.50 in security (150 percent of the estimated improvement value). The agreement also included that Bridge Street, LLC provide the City with $256,592 to support other improvements at Farmin's Landing, including the access stairs and fulfillment of concept identified in the Parks and Recreation Master Plan.

Following completion of the property exchange, title was recorded in March 2022 (Instrument No. 1002959). The City retained ownership of the public right-of-way along Bridge Street and First Avenue.

In July 2022, City Council adopted Resolution 22-031, approving Amendment No. 1 to the Exchange Agreement to extend the developer's construction deadlines.

DESCRIPTION:

The Bridge Street/First Avenue Retaining Wall and Sidewalk Project seeks to complete the public infrastructure improvements originally envisioned in the exchange.

The existing sheet-pile wall along the north side of Bridge Street encroaches into the public right-of-way, constraining sidewalk width and limiting safe pedestrian access to City Beach. The project will:

- Construct a new concrete masonry unit (CMU) retaining wall at the edge of the public ROW along the north side of Bridge Street.
- Maintain the existing sheet-pile wall along First Avenue.
- Reconstruct the sidewalk to an average width of 12 feet, providing a continuous connection to the pedestrian pathway on the Sand Creek bridge, greatly improving safety and accessibility to City Beach.

The project was bid in accordance with Idaho Code 67-2805(2), Category A and the City of Sandpoint procurement requirements. Bids were opened on October 2, 2025. A total of five bids were received. After evaluation of bids, Big Sky ID Corp. was determined to be the lowest responsive and responsible bidder. A summary of the bid results is attached.

Construction is anticipated to begin this fall and to be completed by spring of 2026. Adjacent property owners will be notified prior to start of construction. Local access to private properties will be maintained throughout the duration of the project. Pedestrian traffic will be safely detoured around the site, and only minimal impacts to vehicle access are expected.

The City is acting on the performance security provided by Bridge Street, LLC. Funding for the project will be drawn primarily from that security and developer funds, with the remaining balance provided through the Resort City Sidewalk Fund.

STAFF RECOMMENDATION:

Staff recommends contract award no. A-25-3170-2 to Big Sky ID Corp in the total amount of $396,672.50 for the 2025 Bridge St. Retaining Wall.

ACTION:

Move to approve the staff recommendation and authorize the Mayor to sign the contract documents.

WILL THERE BE ANY FINANCIAL IMPACT? YES HAS THIS ITEM BEEN BUDGETED? YES

ATTACHMENTS:

1. 2025 Bridge St. Retaining Wall.- Bid Summary
2. A25-3170-2 Big Sky Idaho Corp. Contract
3. Aug 26, 2020 Staff Report
4. Aug 26, 2020 Meeting Minutes
5. Resolution 20-037 Real Property Exchange Agreement
6. September 16, 2020 Staff Report
7. September 16, 2020 Meeting Minutes
8. Resolution 22-011 Agreement for Exchange of Real Property
9. Resolution 22-039 Agreement Amendment No. 1

BID RESULTS OVERVIEW
BID NO. 25-3170-2 BRIDGE STREET RETAINING WALL PROJECT
Prepared By: City of Sandpoint
Date: October 7, 2025 2:00:00PM

Bidder	Base Bid
J7 CONTRACTING INC	$410,234.00
BIG SKY ID CORP	$396,672.50
KNIFE RIVER CORP	$405,000.00
LA RIVIERE INC	$399,977.00
STEWART CONTRACTING INC	$428,285.00

Apparent Lowest Bidder: **BIG SKY ID CORP**

No: 25-
Date: November 5, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AGREEMENT WITH BIG SKY ID CORPORATION FOR BRIDGE STREET SIDEWALK AND RETAINING WALL CONSTRUCTION CONTRACT (CITY AGREEMENT A25-3170-2)

WHEREAS: On August 26, 2020, the City of Sandpoint and Bridge Street, LLC, entered into a Real Property Exchange Agreement, authorized under Resolution 20-037 and finalized on March 2, 2022, under Resolution 22-011;

WHEREAS: Under this agreement, the City exchanged approximately 0.31 acres of City-owned property at Farmin's Landing (Parcel No. RPS0215000001AA) for additional public right-of-way along Bridge Street, with the primary objective of improving pedestrian, bicycle, and vehicular mobility near the intersection of First Avenue and Bridge Street, the primary access to City Beach;

WHEREAS: The Bridge Street/First Avenue Retaining Wall and Sidewalk Project seeks to complete the public infrastructure improvements originally envisioned in the exchange;

WHEREAS: The project was bid in accordance with Idaho Code § 67-2805(2), Category A, and City of Sandpoint procurement requirements, with a total of five bids received by the October 2, 2025, deadline and Big Sky ID Corp. determined to be the lowest responsive and responsible bidder;

WHEREAS: Construction is anticipated to begin fall 2025 and completed by spring 2026; and

WHEREAS: The City is acting on the $385,102.50 performance security provided by Bridge Street, LLC, with funding for the project drawn primarily from that security, along with developer funds, and the remaining balance provided through the Resort City Sidewalk Fund.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves the Agreement with Big Sky ID Corporation for Bridge Street Sidewalk and Retaining Wall Construction Contract (City Agreement 25-3170-2), a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: As set forth in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction and further outlined in the City of Sandpoint Procurement Policy, on behalf of the City, the Mayor or his designee is hereby authorized to execute this agreement.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Sandpoint, Idaho ("Owner") and Big Sky ID Corporation ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project can be summarized to include the construction of a block retaining wall along Bridge St., coordination with others for removal of the existing sheet pile retaining wall, site work, sidewalk construction, installation of related appurtenances, site restoration, and cleanup.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

City of Sandpoint – 2025 Bridge St. Retaining Wall

ARTICLE 3—ENGINEER

3.01 The Owner will assume all duties and responsibilities of Engineer, and have rights and authority assigned to Engineer in the Contract.

3.02 The project has been designed by the Owner's consultant Welch-Comer Engineers.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **January 20, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **February 20, 2026.**

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times

specified in Paragraph 4.02 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $250.00 for each day that expires after such time until the Work is completed and ready for final payment.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    a. 95 percent of the value of the Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of 6% percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. Standard General Conditions, EJCDC C-700 (2018 Edition).
4. Supplementary Conditions.
5. Specifications (not attached but incorporated by reference) consisting of the Idaho Standards for Public Works Construction (ISPWC – 2020 Edition), excluding Division 100.
6. Special Provisions.
7. Drawings consisting of **19** sheets with each sheet bearing the following general title:. **Bridge Street Sidewalk Improvements.**
8. Addenda (numbers **X** to **X**, inclusive).
9. Contractor's Bid
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

11. In the event of inconsistency between the Contract Documents, the Contract Documents shall be interpreted in accordance with the listed priorities set forth in this provision, i.e, requirements of item 1 shall supersede all lower ranked items.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the drawings.

5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
11. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.
12. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on November 06, 2025 (which is the Effective Date of the Contract).

Owner: City of Sandpoint	Contractor:
(typed or printed name of organization)	Big Sky ID Corporation *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: Jeremy Grimm *(typed or printed)*	Name: Jeremy Tripp *(typed or printed)*
Title: Mayor *(typed or printed)*	Title: President *(typed or printed)* *(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices: 1123 Lake Street Sandpoint, ID 83864	Address for giving notices: 10063 Navion Drive Hayden, ID 83835
Designated Representative: Name: Holly Ellis *(typed or printed)* Title: Public Works Director *(typed or printed)* Address: 1123 Lake Street Sandpoint, ID 83864	Designated Representative: Name: _____ *(typed or printed)* Title: _____ *(typed or printed)* Address:
Phone: (208) 946-2087 Email: hellis@sandpointidaho.gov *(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	Phone: _____ Email: _____ License No.: 002207-4 *(where applicable)* State: Idaho

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1—Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 6
Article 2—Preliminary Matters 7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance 7
2.02 Copies of Documents 7
2.03 Before Starting Construction 7
2.04 Preconstruction Conference; Designation of Authorized Representatives 7
2.05 Acceptance of Schedules 8
2.06 Electronic Transmittals 8
Article 3—Contract Documents: Intent, Requirements, Reuse 9
3.01 Intent 9
3.02 Reference Standards 9
3.03 Reporting and Resolving Discrepancies 10
3.04 Requirements of the Contract Documents 10
3.05 Reuse of Documents 11
Article 4—Commencement and Progress of the Work 11
4.01 Commencement of Contract Times; Notice to Proceed 11
4.02 Starting the Work 11
4.03 Reference Points 12
4.04 Progress Schedule 12
4.05 Delays in Contractor's Progress 12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions 14
5.01 Availability of Lands 14
5.02 Use of Site and Other Areas 14
5.03 Subsurface and Physical Conditions 15
5.04 Differing Subsurface or Physical Conditions 16

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.05 Underground Facilities 17
5.06 Hazardous Environmental Conditions at Site 19
Article 6—Bonds and Insurance 21
6.01 Performance, Payment, and Other Bonds 21
6.02 Insurance—General Provisions 22
6.03 Contractor's Insurance 24
6.04 Builder's Risk and Other Property Insurance 25
6.05 Property Losses; Subrogation 25
6.06 Receipt and Application of Property Insurance Proceeds 27
Article 7—Contractor's Responsibilities 27
7.01 Contractor's Means and Methods of Construction 27
7.02 Supervision and Superintendence 27
7.03 Labor; Working Hours 27
7.04 Services, Materials, and Equipment 28
7.05 "Or Equals" 28
7.06 Substitutes 29
7.07 Concerning Subcontractors and Suppliers 31
7.08 Patent Fees and Royalties 32
7.09 Permits 33
7.10 Taxes 33
7.11 Laws and Regulations 33
7.12 Record Documents 33
7.13 Safety and Protection 34
7.14 Hazard Communication Programs 35
7.15 Emergencies 35
7.16 Submittals 35
7.17 Contractor's General Warranty and Guarantee 38
7.18 Indemnification 39
7.19 Delegation of Professional Design Services 39
Article 8—Other Work at the Site 40
8.01 Other Work 40
8.02 Coordination 41
8.03 Legal Relationships 41

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Article 9—Owner's Responsibilities 42
9.01 Communications to Contractor 42
9.02 Replacement of Engineer 42
9.03 Furnish Data 42
9.04 Pay When Due 42
9.05 Lands and Easements; Reports, Tests, and Drawings 43
9.06 Insurance 43
9.07 Change Orders 43
9.08 Inspections, Tests, and Approvals 43
9.09 Limitations on Owner's Responsibilities 43
9.10 Undisclosed Hazardous Environmental Condition 43
9.11 Evidence of Financial Arrangements 43
9.12 Safety Programs 43
Article 10—Engineer's Status During Construction 44
10.01 Owner's Representative 44
10.02 Visits to Site 44
10.03 Resident Project Representative 44
10.04 Engineer's Authority 44
10.05 Determinations for Unit Price Work 45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work 45
10.07 Limitations on Engineer's Authority and Responsibilities 45
10.08 Compliance with Safety Program 45
Article 11—Changes to the Contract 46
11.01 Amending and Supplementing the Contract 46
11.02 Change Orders 46
11.03 Work Change Directives 46
11.04 Field Orders 47
11.05 Owner-Authorized Changes in the Work 47
11.06 Unauthorized Changes in the Work 47
11.07 Change of Contract Price 47
11.08 Change of Contract Times 49
11.09 Change Proposals 49
11.10 Notification to Surety 50

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Article 12—Claims 50
12.01 Claims 50
Article 13—Cost of the Work; Allowances; Unit Price Work 51
13.01 Cost of the Work 51
13.02 Allowances 55
13.03 Unit Price Work 55
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work 56
14.01 Access to Work 56
14.02 Tests, Inspections, and Approvals 56
14.03 Defective Work 57
14.04 Acceptance of Defective Work 58
14.05 Uncovering Work 58
14.06 Owner May Stop the Work 58
14.07 Owner May Correct Defective Work 59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period 59
15.01 Progress Payments 59
15.02 Contractor's Warranty of Title 62
15.03 Substantial Completion 62
15.04 Partial Use or Occupancy 63
15.05 Final Inspection 64
15.06 Final Payment 64
15.07 Waiver of Claims 65
15.08 Correction Period 66
Article 16—Suspension of Work and Termination 67
16.01 Owner May Suspend Work 67
16.02 Owner May Terminate for Cause 67
16.03 Owner May Terminate for Convenience 68
16.04 Contractor May Stop Work or Terminate 68
Article 17—Final Resolution of Disputes 69
17.01 Methods and Procedures 69
Article 18—Miscellaneous 69
18.01 Giving Notice 69
18.02 Computation of Times 69

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

18.03 Cumulative Remedies 70
18.04 Limitation of Damages 70
18.05 No Waiver 70
18.06 Survival of Obligations 70
18.07 Controlling Law 70
18.08 Assignment of Contract 70
18.09 Successors and Assigns 70
18.10 Headings 70

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. A Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. A preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. A preliminary Schedule of Submittals; and. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work

2.04 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Owner, Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    a. will certify that the proposed substitute item will:
        1) perform adequately the functions and achieve the results called for by the general design;
        2) be similar in substance to the item specified; and
        3) be suited to the same use as the item specified.
    b. will state:
        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    c. will identify:
        1) all variations of the proposed substitute item from the item specified; and
        2) available engineering, sales, maintenance, repair, and replacement services.
    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or
2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    a. to supervise, direct, or control the Work;
    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    a. the Work is defective, requiring correction or replacement;
    b. the Contract Price has been reduced by Change Orders;
    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
    a. all documentation called for in the Contract Documents;
    b. consent of the surety, if any, to final payment;
    c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1— Definitions and Terminology 1
Article 2— Preliminary Matters 1
Article 3— Contract Documents: Intent, Requirements, Reuse 2
Article 4— Commencement and Progress of the Work 2
Article 5— Site, Subsurface and Physical Conditions, Hazardous Environmental Conditions 3
Article 6— Bonds and Insurance 3
Article 7— Contractor's Responsibilities 9
Article 8— Other Work at the Site 11
Article 9— Owner's Responsibilities 11
Article 10— Engineer's Status During Construction 11
Article 11— Changes to the Contract 11
Article 12— Claims 11
Article 13— Cost of Work; Allowances, Unit Price Work 11
Article 14— Tests and Inspections; Correction, Removal, or Accceptance of Defective Work 12
Article 15— Payments to Contractor, Set Offs; Completions; Correction Period 12
Article 16— Suspension of Work and Termination 12
Article 17— Final Resolutions of Disputes 12
Article 18— Miscellaneous 12
Article 19— Prosecution of the Work 13

EJCDC® C-800, Supplementary Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

SC-1.01 Delete Paragraph 1.01.A.46.c in its entirety and replace with the following:

46.c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

SC-1.01 Add the following immediately after Paragraph 1.01.A.50:

51. *Special Provisions* - The part of the Contract that amends or supplements the Specifications.

52. *Request for Information* – A written request for information or clarification, requiring a written response to Owner, Engineer, or Contractor, initiated by Owner, Engineer, or Contractor.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor **[1]** electronic copy of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

2.03 *Before Starting Construction*

SC-2.03 Delete Paragraph 2.03.A.1 in its entirety and replace with the following:

1. A detailed Progress Schedule in Gantt Chart format or similar used to plan, coordinate, and control the progress of construction and shall include the following:

   a. provide for orderly, timely, and efficient prosecution of the Work;

   b. contain sufficient detail to enable both the Contractor and the Engineer to plan,

   coordinate, and control their respective Contract responsibilities

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

c. sufficient detail for each Bid Item of Work, at a minimum, and indicate the durations, dates for starting and completing the various stages of the Work, and including subcontractor work; and,

d. durations and relationships of required submittals, major material procurement lead times, permitting, traffic control, and any utility coordination.

2.05 *Acceptance of Schedules*

SC-2.05 Delete Paragraph 2.05.A in its entirety and replace with the following:

A. No Work on Site shall begin until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times and meets the requirements of the Contract. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 3 days to revise and resubmit the schedule.

SC-2.05 Add the following immediately after Paragraph 2.05.A:

B. Acceptance of the Progress Schedule will provide an overall baseline for progressing the Work and be supplemented with a "look-ahead" Work schedule each week to the Engineer. The "look-ahead" Project Work schedule will be presented in a bar chart that shows at least three weeks of activity including the week the bar chart is issued with the largest time scale unit of 1 calendar day (smaller scales may be used) representing each activity that will be done including the location/limits of the Work. The first "look-ahead" schedule will be provided within one week after acceptance of the Progress Schedule.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

b. The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.02 *Use of Site and Other Areas*

SC-5.02 Delete Paragraph 5.02.A.2 and insert the following paragraph in its place:

A. 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, defend, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

5.03 *Subsurface and Physical Conditions*

SC-5.03 Delete Paragraph 5.03A in its entirety and replace with the following:

A. *Reports and Drawings*: No reports or drawings related to explorations and tests of subsurface conditions or existing physical conditions at or adjacent to the Site are known by Owner.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04.A in its entirety and replace with the following:

A. Notice by Contractor: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Delete Paragraph 5.06A and 5.06B in its entirety and replace with the following:

A. *Reports and Drawings:* No reports or drawings related to Hazardous Environmental Conditions at the Site are known by Owner.

B. Not used.

SC-5.06 Delete Paragraph 5.06.J and insert the following paragraph in its place:

To the fullest extent permitted by Laws and Regulations, Contractor shall defend, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for Whom Contractor is responsible. Nothing in Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

ARTICLE 6—BONDS AND INSURANCE

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.D:

1. All certificates of insurance shall name as additionally insured:

    a. Owner: City of Sandpoint

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions). All insurance policies shall contain a Waiver of Subrogation coverage or endorsements.

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
8. All policies shall contain waiver of subrogation coverage or endorsements.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$2,000,000.00
Products—Completed Operations Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00
Bodily Injury and Property Damage—Each Occurrence	$1,000,000.00

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000.00

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$2,000,000.00
General Aggregate	$2,000,000.00

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
General Aggregate	$1,000,000.00

N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	$500,000.00
Annual Aggregate	$1,000,000.00

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraphs 6.04.B and 6.04.C in their entirety and add the following immediately after Paragraph 6.04.E:

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.

b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).

4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

5. extend to cover damage or loss to insured property while in transit.

6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.

7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.

8. include performance/hot testing and start-up, if applicable.

9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.

10 include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

C. Contractor may perform the Work at the Site only between the hours of 7AM and 7PM, Monday thru Friday unless otherwise authorized by the Owner in writing.

7.09 *Permits*

SC-7.09 Add the following immediately after Paragraph 7.09.A:

B. Contractor and any subcontractors shall obtain a City of Sandpoint Business License prior to mobilization.

7.10 *Taxes*

SC-7.10 Add the following paragraph immediately after Paragraph 7.10.A:

B. In the event of the Contractor's default on the payment of taxes, excises, and license fees as set forth in Idaho Code 63-1503, the Owner shall have the authority to withhold from any payment due the Contractor under this contract, the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing authorities to which said Contractor is liable.

7.11 *Laws and Regulations*

SC-7.11 Add the following paragraph immediately after Paragraph 7.11.C:

D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under paragraph 6.09, the following Laws or Regulations are included as mandated by statute or for the convenience of the Contractor;

1. **Idaho Code Section 63-1501. Definitions.** As used in this act, the following terms shall have the following meanings:

   "Contracting units" shall include the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein.

   "Contractor" shall mean any person, firm, co-partnership, association, or corporation, foreign or domestic, entering into a contract for the construction, erection, repair, or improvement of any kind or character of public works in this state.

   "Taxes" shall mean all taxes, assessments, excises, and license fees authorized to be levied, assessed, and collected under the laws of this state, other than taxes on real property.

   "Taxing unit" shall mean the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein authorized by law to assess, levy and collect taxes.

2. **Idaho Code Section 63-1502. Conditions precedent to contract for public works.** Before entering into a contract for the construction of any public works in this state, the contracting unit shall require as conditions precedent that the contractor be authorized

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

to do business in this state and that he furnish satisfactory evidence that he has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable then due or delinquent.

3. **Idaho Code Section 63-1503. Contractor for public works to pay or secure taxes—Agreement.** Every contract for the construction of public works by a contracting unit of this state shall contain substantially the following provisions:

The Contractor, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:

a. To pay promptly when due all taxes (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;

b. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

c. That in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

4. **Idaho Code Section 44-1002** requires the following: The Contractor must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed, the Contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above mentioned provisions in it; provided, that, in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States.

5. **Idaho Code Chapter 19 of Title 54** requires proper licensing of Public Works Contractors.

7.18 *Indemnification*

SC-7.18 Delete Paragraph 7.18.A in its entirety and insert the following paragraph in its place:

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property)other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.02 *Visits to Site.*

SC-10.02 Delete Paragraphs 10.02 in its entirety.

10.03 *Resident Project Representative.*

SC-10.03 Delete Paragraphs 10.03 in its entirety.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

SC-11.01 Delete Paragraph 11.01.C in its entirety and insert the following in its place:

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Welch-Comer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of Welch-Comer.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.03 *Unit Price Work*

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

No Supplementary Conditions in this Article.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No Supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

18.07 *Controlling Law*

SC-18.07 Delete Paragraph 18.07 in its entirety and insert the following paragraph in its place:

This Contract is to be governed by the law of the State of Idaho. The jurisdiction/venue for any action arising out of performance of this Contract, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County. In any action to enforce the terms and conditions of this Contract, the prevailing party may recover its reasonable attorney fees.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Add the following Article 19 – Prosecution of the Work, immediately following Article 18 - Miscellaneous.

ARTICLE 19—PROSECUTION OF THE WORK

SC-19.01 *General*

A. From the time of commencement of the Work to the time of Final Acceptance the Contractor shall: provide adequate Materials, Equipment, labor, and supervision to perform and complete the Work; perform the Work as vigorously and as continuously as conditions permit, and according to a Project Work schedule that ensures completion within the Contract Time or the adjusted Contract Time; not voluntarily suspend or slow down operations without prior written approval from the Engineer; and not resume suspended Work without the Engineer's written authorization.

SC-19.02 *Cost Reduction Proposals*

B. The Contractor may submit written proposals to the Engineer that modify Plans, Specifications, or other Contract Documents for the sole purpose of reducing the total cost of construction. Unless otherwise agreed to in writing, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, is not eligible for consideration as a cost reduction proposal.

C. Proposal Requirements - The Engineer will not adopt a cost reduction proposal that impairs essential functions or characteristics of the Project, including, but not limited to, service life, economy of operation, ease of maintenance, designed appearance, or design and safety standards.

To conserve time and funds, the Contractor may first submit a written request for a feasibility review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time savings. The Engineer will, within a reasonable time, advise the Contractor in writing whether or not the proposal would be considered by the Engineer, should the Contractor elect to submit a detailed cost reduction proposal.

D. A detailed cost reduction proposal shall include without limitation the following information:

1. A description of existing Contract requirements for performing the Work and the proposed change;
2. The Contract items of Work affected by the proposed change, including any quantity variation caused by the proposed change;
3. Pay Items affected by the proposed change including any quantity variations;
4. A detailed cost estimate for performing the Work under the existing Contract and under the proposed change.

Costs of re-design, which are incurred after the Engineer has accepted the proposal, shall be included in the cost of proposed work; and a date by which the Engineer must accept the proposal in order to accept the proposed change without impacting the Contract Time or cost reduction amount.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. Continuing to Perform Work - The Contractor shall continue to perform the Work according to Contract requirements until the Engineer issues a Change Order incorporating the cost reduction proposal. If the Engineer fails to issue a Change Order by the date specified in the proposal, the proposal shall be deemed rejected.

F. Consideration of Proposal - The Engineer is not obligated to consider any cost reduction proposal. The Engineer will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted. The Engineer will determine in its sole discretion whether to accept a cost reduction proposal as well as the estimated net savings in construction costs from the adoption of all or any part of the proposal. In determining the estimated net savings, the Engineer may disregard the Schedule of Items. The Engineer will establish prices that represent a fair measure of the value of Work to be performed or to be deleted as a result of the cost reduction proposal.

G. Sharing Investigation Costs - As a condition for considering a Contractor's cost reduction proposal, the Engineer reserves the right to require the Contractor to share in the Engineer's costs of investigating the proposal. If the Engineer exercises this right, the Contractor shall provide written acceptance of the condition to the Engineer. Such acceptance will authorize the Engineer to deduct its share of investigation costs from payments due or that may become due to the Contractor under the Contract.

H. Acceptance of Proposal Requirements - If the Contractor's cost reduction proposal is accepted in whole or in part, acceptance will be made by a Change Order. The Contractor's cost of preparing the cost reduction proposal and the Engineer's costs of investigating the proposal, including any portion paid by the Contractor, will be excluded from determination of the estimated net savings in construction costs. Costs of re-design, which are incurred after the Engineer has accepted the proposal, will be included in the cost of the Work attributable to cost reduction measures. If the Engineer accepts the cost reduction proposal, the Change Order that authorizes the cost reduction measures will also address any Contract Time adjustment.

SC-19.03 *Force Account Work*

The Materials, Equipment and labor rates and procedures established in this Section apply to Extra Work ordered by the Engineer to be performed as Force Account Work.

A. Extra Work on a Force Account Basis - Before ordering Force Account Work, the Engineer will discuss the proposed work with the Contractor, and will seek the Contractor's comments and advice concerning the formulation of Force Account Work specifications. The Engineer is not bound by the Contractor's comments and advice, and has final authority to: determine and direct the Materials, Equipment and labor to be used on the approved Force Account Work and to determine the time of the Contractor's performance of the ordered Force Account Work.

B. If the Engineer orders the performance of Extra Work as Force Account Work, the Engineer will record, on a daily basis, the Materials, Equipment, labor, and Special Services used for the Force Account Work during that day. The Engineer and the Contractor shall sign the record daily to indicate agreement on the Materials, Equipment, labor, and Special Services used for the Force Account Work performed on that day.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

C. The Owner will not be responsible for additional costs that are a direct or indirect result of the Contractor's inefficient means and methods or that reasonably could have been avoided if the Materials, Equipment, labor or services had been obtained at a more commercially reasonable cost.

D. Payment for Force Account Work shall be negotiated and agreed upon by Change Order.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

PERFORMANCE BOND

Contractor Name: **Big Sky ID Corporation** Address *(principal place of business)*: **10063 Navion Drive** **Hayden, ID 83835**	**Surety** Name: Address *(principal place of business)*:
Owner Name: City of Sandpoint Mailing address *(principal place of business)*: 1123 Lake St. Sandpoint, Idaho 83864	**Contract** Description *(name and location)*: **A25-3170-2 - 2025 Bridge St. Retaining Wall** Contract Price: **$396,672.50** Effective Date of Contract: **November 06, 2025**

Bond

Bond Amount:

Date of Bond:

(~~Date of Bond cannot be earlier than~~ Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**

PAYMENT BOND

Contractor	**Surety**
Name: **Big Sky ID Corporation** Address *(principal place of business)*: **10063 Navion Drive** **Hayden, ID 83835**	Name: Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Sandpoint** Mailing address *(principal place of business)*: **1123 Lake St.** **Sandpoint, ID 83864**	Description *(name and location)*: **A25-3170-2 - 2025 Bridge St. Retaining Wall** Contract Price: **$396,672.50** Effective Date of Contract: **November 06, 2025**

Bond

Bond Amount:

Date of Bond:

(~~Date of Bond cannot be earlier than~~ Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **None**

CONSTRUCTION SPECIFICATIONS

FOR THE

BRIDGE STREET SIDEWALK IMPROVEMENTS

PROJECT NO. 44050.02

FOR

CITY OF SANDPOINT



August 2025

WELCH-COMER
ENGINEERS | SURVEYORS

330 E. Lakeside Avenue, Suite 101 • Coeur d'Alene, Idaho 83814
(208) 664-9382 • (208) 664-5946 Fax

© 2025 Welch Comer & Associates, Inc.

This document and ideas and designs incorporated herein, as an instrument of professional service, is the property of Welch, Comer & Associates, Inc., and is not to be used in whole or in part, for any other project or duplicated in whole or in part, without the written authorization of Welch, Comer & Associates, Inc.

SECTION 3
TECHNICAL SPECIFICATIONS

The work performed shall be done in accordance with the Idaho Standards for Public Works Construction, 2020 Edition, herein after referred to as Standard Specifications, the City of Sandpoint Standard Drawings and, the Special Provisions, the approved Plans, and, the Stormwater Pollution Prevention Plan (SWPPP), if applicable.

In the case of a conflict between the Standard Specifications, the City of Sandpoint Standard Drawings and the Special Provisions; the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Where the Plans, Specifications, Standard Drawings, or Special Provisions describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished, installed complete, and installed in place. Only the best general practice is to prevail. Only materials and workmanship of the highest quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals; and do all the work involved in executing the Contract.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following amendments to the Standard Specifications take precedence over the Standard Specifications outlined in ISPWC (2020 Edition).

DIVISION 200 – EARTHWORK

Section 201 – Removal of Obstructions

Part 4 MEASUREMENT & PAYMENT

Section 4.1

Amend Section D to the following:

D.1. Removal of Concrete Sidewalk : To be measured by the horizontal square yard. Includes full compensation for all materials, labor, equipment. All saw cutting necessary for completing the work is considered incidental unless otherwise specified in a separate pay item.

1. Bid Schedule Payment References: 201.4.1.D.1
2. Bid Schedule Description: Removal of Concrete Sidewalk ... square yard (SY).

Add to Section D the following:

D.2. Removal of Asphalt : To be measured by the horizontal square yard. Includes full compensation for all materials, labor, equipment. All saw cutting necessary for completing the work is considered incidental unless otherwise specified in a separate pay item.

1. Bid Schedule Payment References: 201.4.1.D.2.
2. Bid Schedule Description: Removal of Asphalt ... square yard (SY).

Amend to Section E the following:

E.1. Removal of Concrete Curb: To be measured by the horizontal lineal foot. Includes full compensation for all materials, labor, equipment, and saw cutting necessary for completing the work and all appurtenances not itemized in the Bid Schedule.

1. Bid Schedule Payment References: 201.4.1.E.1.
2. Bid Schedule Description: Removal of Concrete Curb … lineal foot (LF).

Add to Section E the following:

E.2. Sawcut Sidewalk: To be measured by the horizontal lineal foot. Includes full compensation for all materials, labor, equipment, and saw cutting necessary for completing the work and all appurtenances not itemized in the Bid Schedule.

1. Bid Schedule Payment References: 201.4.1.E.2.
2. Bid Schedule Description: Sawcut Sidewalk … lineal foot (LF).

Add to Section E the following:

E.3. Sawcut Asphalt: To be measured by the horizontal lineal foot. Includes full compensation for all materials, labor, equipment, and saw cutting necessary for completing the work and all appurtenances not itemized in the Bid Schedule.

1. Bid Schedule Payment References: 201.4.1.E.3.
2. Bid Schedule Description: Sawcut Asphalt … lineal foot (LF).

Section 202 – Excavation and Embankment

Part 4 MEASUREMENT & PAYMENT

Section 4.1

Amend Section A to the following:

A. Excavation (Export and Haul): To be measured by the cubic yard, measured in truck, prior to removal from site. A 15% swell factor will be applied to in-truck quantities to calculate in-situ quantity (contractor shall be paid for in-place material quantities). Includes full compensation for all materials, labor and equipment necessary for completing the work and all appurtenances not itemized on the Bid Schedule.
   1. Bid Schedule Payment References: 202.4.1.A.1.
   2. Bid Schedule Description: Excavation (Export and Haul) ... cubic yard (CY).

DIVISION 700 – CONCRETE

Section 706 – Other Concrete Construction

Part 4 MEASUREMENT & PAYMENT

Section 4.1

Amend Section E to the following:

E. Concrete Sidewalk, 4" TYP. Thickness: To be measured and paid for by the square yard. Base material placed beneath the concrete sidewalk shall be paid for under a separate pay item and is not considered incidental to this item. This section covers the furnishing of all labor, materials, tools, and equipment necessary for the construction of cast-in-place concrete sidewalk, including surface preparation, formwork, placement, finishing, and curing.

See below:

a. All areas of thickened sidewalk and steel reinforcement, including sections integrated into adjacent structures such as gravity retaining walls, shall be considered incidental to the sidewalk work unless otherwise noted.
    i. Reinforcement shall be placed where indicated on the plans, including locations where the sidewalk integrates structurally with a gravity wall.
    ii. Reinforcement intended to engage the wall structure shall be securely tied or doweled to existing reinforcing steel.
b. Place concrete continuously to avoid cold joints.
c. Finish with a broom or light brush texture perpendicular to the path of travel unless otherwise noted.
d. Tool joints at 5-foot intervals or as shown. Expansion joints shall be installed at intervals not exceeding 20 feet.

1. Bid Schedule Payment Reference: 706.4.1.E.1.
2. Bid Schedule Description: Concrete Sidewalk, 4" TYP. Thickness ... square yard (SY).

Amend Section F to the following:

F. Concrete Driveway Approach: To be measured by the square yard. Concrete vertical curb is considered incidental to the placement of the approach. Includes forming, pouring, finishing, and curing of the curb, steel reinforcements if applicable, and includes all other related items not otherwise captured in another pay item.

1. Bid Schedule Payment Reference: 706.4.1.F.1.
2. Bid Schedule Description: Concrete Driveway Approach ... square yard (SY).

Amend Section H to the following:

H. Pedestrian Ramp with Detectable Warning Tactiles: To be measured by each as measured in the field. Concrete vertical curb and or pedestrian curb are considered incidental to the placement of any adjacent pedestrian ramp. Ramps shall include the placement of cast-in-place cast-iron detectable warning tiles extending the full width of the indicated ramp. Includes forming, pouring, finishing, and curing of the curb.

1. Bid Schedule Payment Reference: 706.4.1.H.1.
2. Bid Schedule Description: Pedestrian Ramp with Detectable Warning Tactiles … each (EA).

DIVISION 800 – AGGREGATES AND ASPHALT

Section 802 – Crushed Aggregates

Part 4 MEASUREMENT & PAYMENT

Section 4.1

Amend Section A to the following:

A. Structural Import Fill (Reinforced Backfill): To be measured by the cubic yard compacted and measured in place, includes load, haul and placement. See STRATA notes regarding geotechnical specifications for compactive efforts and equipment.
   1. Bid Schedule Payment Reference: 802.4.1.A.1.
   2. Bid Schedule Description: Structural Import Fill (Reinforced Backfill) ... cubic yard (CY).

Amend Section B to the following:

B. ¾" Crushed Aggregate for Base Type 1: To be measured by the ton, measured by truck tickets. Includes load, haul and place. Moisture in the aggregate greater than 7% will be deducted from payment. Material will be placed in 4" to 6" maximum lifts and shall be compacted to 95% of modified proctor. Includes all labor, equipment, moisture conditioning, and quality control testing necessary to achieve the required compaction.
   1. Bid Schedule Payment Reference: 802.4.1.B.1.
   2. Bid Schedule Description: ¾" Crushed Aggregate for Base Type 1 ... ton (TON).

Section 810 – Plant Mix Pavement

Replace Section 810 in its entirety with the following:

Part 1 GENERAL

1.1 SECTION INCLUDES

A. This work consists of constructing one or more courses of Superpave Hot Mix Asphalt (HMA) in accordance with these specifications, Section 405 of the ITD Standard Specifications, and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or in the Contract Documents.

1.2 RELATED SECTIONS

A. Section 706 – Other Concrete Construction

B. Section 802 – Crushed Aggregate

C. Section 803 – Plant Mix Aggregate

D. Section 805 – Asphalt

E. Section 813 – Fog Coat

F. Section 814 – Plant Mix Pavement Pay Factor

G. Section 405 of ITD Standard Specifications, most recent version

H. Section 703.05 of ITD Standard Specifications, most recent version

1.3 REFERENCES

A. AASHTO Standard Specifications for Transportation and Methods of Sampling and Testing, most current edition as of the first advertising date.

B. Western Alliance for Quality Transportation Construction (WAQTC), most current edition as of the first advertising date.

C. Idaho Transportation Department, Standard Specifications for Highway Construction, most recent edition as of the first advertising date.

D. Idaho Transportation Department, Supplemental Specifications, most recent edition as of the first advertising date.

E. Idaho Transportation Department, Standard Quality Assurance Special Provision, most recent edition as of the first advertising date.

1.4 DEFINITIONS

A. “ITD Specifications” is defined as the Idaho Transportation Department, Standard Specifications for Highway Construction, most recent edition and the Idaho Transportation Department, Supplemental Specifications, most recent edition.

Part 2 MATERIALS

2.1 HOT MIX ASPHALT DESIGN

A. The Contractor shall furnish a job mix formula (JMF) for a Superpave HMA pavement that complies with Superpave mixture requirements per ITD Specifications Section 405-Superpave Hot Mix Asphalt, Subsection 405.02 Materials, Table 1 – Superpave Mixture Requirements. The mix shall be the class of Superpave and have the maximum aggregate size stated in the Measurement and Payment Section. The job mix shall be 1) previously tested and approved by the Idaho Transportation Department or 2) prepared by an Accredited Superpave Mix Design Technician and stamped by an Engineer licensed in the State of Idaho.

B. Furnish gradation test reports and applicable fracture count reports for all material in stockpiles. Furnish new JMF design test reports whenever new stockpiles are made which have gradations that are not possible to blend to the overall gradation of the existing JMF design.

C. Submit mix design documentation and paving plan for review a minimum of seven (7) days prior to commencement of work. Production paving shall not begin until the Engineer has found no exception with the Contractor’s Job Mix. Paving plan shall include, but is not limited to, the following: number of crews, number of trucks, progression of work, haul route, joint layout, quality control, and roller pattern.

D. The Contractor shall use an Idaho Transportation Department approved aggregate commercial source.

E. An acceptance test strip and test strip sampling are not required.

2.2 AGGREGATES

A. The aggregates shall comply with criteria in the ITD Specifications Section 703- Aggregates, Subsection 703.05 Aggregate for Superpave HMA Pavement.

B. The Superpave HMA Pavement mix design shall utilize either ½-inch (SP2) or ¾-inch (SP3) nominal maximum aggregate size, as stated in the Measurement and Payment.

2.3 RECYCLED ASPHALT PAVEMENT (RAP)

A. Only Category 1 RAP, as defined in ITD Specifications Section 405-Superpave Hot Mix Asphalt, Subsection 405.02 Materials, will be permitted.

B. In mix designs where the RAP percentage exceeds 17%, a binder grade adjustment per ITD Specifications Section 405-Superpave Hot Mix Asphalt, Subsection 405.02 Materials is required. The percentage of RAP shall not exceed 30%.

C. RAP shall comply with criteria in the ITD Specifications Section 720.07.

2.4 ASPHALT

A. Asphalt per Idaho ITD Specifications Section 702.01 Asphalt.

2.5 ANTI-STRIPPING ADDITIVE

A. All Superpave HMA designs shall use a minimum one-half percent approved liquid anti-stripping additive by weight of asphalt. Lime may be used as the anti-stripping additive, if it was included in the job mix design.

2.6 TACK

A. Tack shall be diluted slow breaking asphalt emulsion CSS-1, STE-1, or approved equal.

Part 3 WORKMANSHIP

3.1 PRE-PAVING CONFERENCE

A. At the discretion of the Engineer, a pre-paving conference will held to review equipment, placement, testing, joint placement, and other quality control or acceptance criteria. The paving foreman and testing company representative shall be present. Not holding a pre-paving conference does not relieve the Contractor from conformance with these specifications.

3.2 MIXING PLANT

A. The mixing plant shall be a commercially manufactured plant capable of producing a uniform mixture and conforming to the following requirements:

1. Plant scales shall conform to ITD Specifications Section 109.01.
2. Plant to be equipped with dryer or dryers that continually agitate the aggregates during the heating process.

3. Provide for satisfactory means of weighing or metering for obtaining and checking the amount of asphalt in the mix.
4. Asphalt control unit to be interconnected with the aggregate in feed control and be capable of delivering asphalt to the mix within ±2% of the intended quantity throughout the range of plant operation.
5. Produce mix for delivery into trucks at consistent temperature ranges as specified in ITD specifications.

3.3 EXAMINATION

A. Verify that saw cut edges are straight and vertical. If additional saw cutting is required to achieve acceptable condition prior to paving, the Contractor shall do so at no additional cost to the Owner.

B. If paving on base aggregate, verify that the areas are graded, compacted, and ready to support paving and imposed loads. Fine grading, as required, shall be accomplished immediately prior to paving. Base course shall be approved by the Owner prior to paving.

C. Apply a thin, uniform asphalt tack coat to the surfaces of curbing, gutters, manholes, asphalt cement pavement, Portland cement pavement, and other structure pavement that abut the new pavement in accordance with ITD Specifications Section 401.

D. If paving on existing asphalt surface, verify that the surface is clean and a tack coat has been applied in accordance with ITD Specifications Section 401.

E. Verify utility valve boxes, vaults, manholes, or other appurtenances in the road surface are adjusted to the appropriate grade.

3.4 HAULING

A. Trucks used for hauling plant mix to have tight, clean, smooth, metal beds.

B. All trucks equipped with suitable covers to protect the mixture from adverse weather, temperature, or long hauls.

C. Contractor shall confirm that the mix is delivered to the paver at consistent temperatures (typically within 25°F) that are conducive to achieving compaction requirements given the ambient and surface temperatures, proposed equipment, and staging.

D. Stage delivery of material and speed of paver so that the paver only stops for unusual circumstances. Frequent stopping of paver and creation of frequent cold joints is grounds for rejection of pavement. A joint is considered a cold joint when the temperature of the previously laid material has cooled to 175°F or less.

3.5 PAVER

A. Paver to be self-propelled with an activated heated screed.

B. All screed extensions to be activated and headed except for shoulder widening not exceeding one foot.

C. Extended screeds shall be equipped with corresponding auger and tunnel extensions to ensure a uniform head of fresh material across the entire screed.

D. Screed to be equipped with automatic controls capable of adjustments in both transverse and longitudinal directions.

E. Sensing device to be adaptable to picking up grade from a string line, rail, or ski.

F. Maintain, to the extent possible, a continuous, non-stopping paving operation. Frequent stopping of paver is grounds for rejection of pavement.

3.6 ROLLERS

A. Rollers to be of the steel wheel, vibratory or pneumatic tire type in good condition and capable of reversing direction.

B. Provide the sufficient number of rollers to achieve compaction and testing of joint smoothness before mix falls below 185°F.

C. Equipment that causes excessive crushing of the aggregate is not allowed.

D. Rollers producing pickup, washboard, uneven compaction, of other undesirable results are not allowed and will be grounds for rejection of the pavement.

E. Vibratory rollers with pneumatic tired drive wheels to have smooth tires that leave no visible tracks.

F. To prevent adhesion of mixture, keep roller wheels moistened with water.

G. Do not operate vibratory rollers in vibratory mode when checking or cracking of the mat occurs.

H. Protect adjacent concrete or other structures from damage.

I. Compacting or recompacting the pavement with vibratory rollers after the pavement temperature has fallen below 185°F is prohibited.

3.7 SPREADING AND FINISHING

A. Do not use fuel oil or other petroleum-based oil as a release agent on any equipment.

B. Paving equipment and trucks shall be in accordance with ITD Specifications Section 405.

C. Install work in accordance with ITD Specification 405.

D. Base course surface must be approved prior to placing mixture. Approval of the base course does not alleviate the Contractor from meeting plant mix thickness requirements.

E. Place pavement in lifts as required in the Contract Documents. Minimum ratio of lift thickness to nominal maximum aggregate size (t/NMAS) is 3 unless otherwise approved by Engineer. Maximum (t/NMAS) ratio is 6 for mixes with maximum nominal aggregate size of 1/2” or less, 5 for mixes with maximum nominal aggregate size greater than ½”.

F. Apply a thin, uniform asphalt tack coat to the existing asphalt, if the asphalt is not new. Tack is not required between two new lifts of asphalt.

G. Apply a thin, uniform asphalt tack coat to the surfaces of curb, gutters, manholes, saw cuts, other concrete, and other structures where pavement will abut.

H. In areas inaccessible to rollers, use mechanical tampers or other approved compactors.

I. The Contractor may employ testing personnel to assist in the compactive effort; however, the nuclear densitometer test results during paving operations have no bearing of the acceptability of the compacted plant mix and results during paving shall not be delivered to the Engineer.

J. The finished pavement shall have a smooth, well-graded, dense surface. Open graded or unsmooth surfaces will be grounds for rejection.

3.8 JOINTS

A. Allow for no more than one cold longitudinal joint per lane excluding tapers, unless otherwise approved.

B. Place cold longitudinal joint at the centerline of the roadway for the top course of plant mix, unless otherwise approved. For lower courses, stagger cold joint and offset 6 inch to 1 foot from the centerline of the roadway.

C. A joint is considered a cold joint when the temperature of the previously laid material has cooled to 175°F or less.

D. Test all joints for smoothness using an approved 10-foot straight edge in accordance with Section 3.14. Make any necessary corrections before material drops below 185°F.

E. Do not allow rollers to pass over the unprotected edge of freshly laid mixes.

F. Cut back on previous run to expose a vertical edge, full depth of the course for transverse joints.

3.9 WEDGE MILLING

A. When indicated on Plans, start at the surface and continue into the adjoining pavement at a 200:1 maximum slope until a vertical edge equal to 0.15 feet is reached.

B. Consider transitions to ramps and crossroads as transverse joints.

C. Taper transitions between overlays and approaches to form a smooth transition while maintaining drainage.

3.10 WEATHER LIMITATION

A. The cut-off for placing plant mix paving is October 15 of each construction season, unless otherwise approved by the Owner. Approval of paving beyond October 15 does not alleviate the Contractor from meeting the conditions in this specification. If the Contractor’s schedule does not allow for paving within the paving window or within environmental limitations, the Contractor shall place sacrificial plant mix pavement that is removed and replaced at no additional cost to the Owner when weather conditions are favorable the following construction season.

B. Do not place plant mix against any wet or frozen surfaces, nor use frozen aggregates in the mix.

C. Do not place plant mix when weather or surface conditions otherwise prevent the proper handling or finishing of the plant mix material.

D. Do not start existing asphalt removal or otherwise alter the surface of existing asphalt surface unless the progress schedule realistically shows that the pavement can be replaced or completed within weather limitations in the specifications.

E. The available schedule set forth in Contract Documents does not alleviate the Contractor's responsibility to complete paving within the environmental requirements.

F. Place plant mix only when the air and surface temperatures are in accordance with Table 1 and rising, unless otherwise approved by the Owner.

Table 1

Air and Surface Temperature Limitations

Compacted Thickness of Individual Courses	Top Course	Leveling and Courses Below the Top Course
Less than 1.2 inch	60° F	50° F
1.2 inch to 2.2 inches	50° F	40° F
Over 2.2 inches	40° F	40° F

3.11 COMPACTION

A. The contractor shall have their own quality control to aid in compaction. The Owner will provide quality control testing for compaction and mix characteristics.

B. The Engineer will use WAQTC-certified testing personnel that have the staffing, equipment, and laboratory availability to meet the testing timing requirements.

C. Testing personnel shall take a sample of the mix and test for Rice density each day of paving. Two tests shall be run with the resulting Rice density for the day being the average of the two tests. The Rice density shall be reported to the engineer within 24 hours of paving. Not receiving Rice density shall be grounds for withholding payment.

D. Acceptance of the roadway paving density will be based on the density of cores taken from the finished pavement in accordance with AASHTO R 67 in the Engineer's presence. Immediately submit the cores for testing.

E. Determine the density of the cores using AASHTO T 166 Method A or AASHTO T 331. For paving with more than one lift, provide a composite core of the full paved section rather than splitting the core into separate lifts.

F. The asphalt shall be compacted to a minimum density of 92 percent of the Maximum Theoretical Density based on the day's Rice Density results.

G. Minimum number of cores:

1. For projects with 1000 SY of paving or more, obtain one (1) core for every 1000 SY of paving or a minimum of five (5) cores total, whichever is greater. Cores shall be randomly located by the Engineer. Projects in this category have the option to correlate a nuclear densitometer in accordance with WAQTC TM 8 to a minimum of five (5) cores and test with the nuclear densitometer at a frequency of one test per every 300 SY. Provide evidence of gauge correlation process and only use the correlated gauge in testing operations.
2. For projects with more than 400 SY, but less than 1,000 SY of paving, a minimum of three (3) cores. Cores shall be randomly located by the Engineer.

H. Location of Cores

1. Engineer will provide random locations.
2. Whenever possible, do not take cores in the wheel path.
3. Cores shall be performed a minimum distance of 12 inches from joints.

3.12 THICKNESS

A. Cores shall be obtained using WAQTC certified staff in accordance with AASHTO R 67 and measured by calipers and averaging four (4) different readings on a single core. Provide documentation of the measurements and results to the Engineer within 24 hours.

B. Acceptability of any one core:

1. For finished pavement thickness of 3 inches or less (as depicted on the Plans), the allowable deviation is 0.5 inches.
2. If an individual core does not meet the acceptability criteria, additional cores in the immediate vicinity can be required by the Engineer, at no additional cost to the Owner, to verify the extents of an area of concern.

C. Thickness Deficiency Tolerance

1. Other than isolated areas described in 3.12.A, the average thickness of all cores shall not be less than the thickness specified in the Plans.
2. No additional payment shall be made for plant mix pavement placed in excess of the thicknesses shown on the plans.

3.13 WIDTH

A. In areas where paving is not bounded by curbs or other barriers, width shall be measured every 25 linear feet. Width deficiency tolerance shall not be greater than four (4) inches in any one location or an average of two (2) inches over the project length.

B. No payment shall be made for plant mix pavement placed in excess of the width shown on the Plans.

3.14 SMOOTHNESS

A. Straight-Edge Requirements

1. Straight edge to be an approved device 10 feet in length.
2. Perform straight edge test in areas to be determined by Engineer and randomly along the project length.
3. Paving is acceptable when straight edge is laid on the finished surface in a direction parallel or perpendicular to the centerline and the surface variation is less than 0.25 inch from the lower edge over the length of the straight edge.

3.15 MIX QUALITY ANALYSIS

A. For SP-2 mixes and total asphalt paving quantity of 400 SY or more, the Engineer shall test the Plant Mix Aggregate Gradation and Asphalt Binder Content using WAQTC certified staff and provide the Engineer with results within 48 hours.

B. For SP-3 and SP-4 mixes and total asphalt paving quantity of 400 SY or more, the Engineer shall test Air Voids at N_{des} and voids in mineral aggregate (VMA) at N_{des} using WAQTC certified staff.

C. Quality Characteristic Limits: The upper and lower specification limits for Superpave quality characteristics will be set by Table 2.

Table 2

Quality Characteristic Limits

Quality Characteristic	Limits				
SP 1 and SP 2 mixtures					
No.4 (4.75 mm) sieve and larger sieves, %	C-JMF value ± 5.0				
No. 8 (2.36 mm) to No. 30 (0.60 mm) sieves, %	C-JMF value ± 4.0				
No. 50 (0.30 mm) to No. 100 (0.15 mm) sieves, %	C-JMF value ± 3.0				
No. 200 (0.075 mm) sieve and smaller sieves, %	C-JMF value ± 1.5				
Asphalt Binder Content, %	C-JMF value ± 0.3				
SP 3 – SP4 mixtures					
Laboratory Air Voids, % N_{design}	4.0 ± 1.0				
	Nominal Max. Aggregate Size				
Minimum VMA, % at N_{design}	1 ½”	1 “	¾”	½”	3/8”
	11.0	12.0	13.0	14.0	15.0

**JMF = Job Mix Formula*

D. Minimum testing requirements are one (1) test each day of paving.

E. The Engineer shall run a Rice Gravity test in accordance with AASHTO TP-68 each day of mainline paving.

3.16 ACCEPTANCE

A. HMA that does not meet mix quality characteristics, thickness, width, smoothness, or density tolerance limits shall be removed and replaced

at no additional cost to Owner, except as specified in parts B and C, and unless otherwise approved by Owner.

B. When density is the only quality criteria unmet, at the Owner's discretion, the density portion of 2020 ISPWC Section 814 may be applied for acceptance with a deductive change order. In no instance will Section 814 be used to pay the Contractor an incentive. Plant mix with a density pay factor of less than 0.75 will be rejected and removed and replaced at no additional cost to Owner. The portions of Section 814 regarding gradation and binder content do not apply.

C. When thickness tolerance is the only quality criteria unmet, a deductive change order will be addressed as follows:

	Less than 3" Mat			3" Mat or greater		
Thickness Deficit (in)	>0 and <0.2	≥0.2 and <0.5	0.5 or greater	>0 and <0.25	≥0.25 and <0.5	0.5
Pay Reduction Percentage	10%	25%	100%	10%	25%	100%

D. Asphalt that is, in the opinion of the Engineer or Owner, excessively open graded or otherwise unsatisfactory in appearance, shall be removed and replaced at no additional cost to Owner unless otherwise approved by Owner.

Part 4 MEASUREMENT AND PAYMENT

4.1 Includes all labor, material, and equipment required to perform the work. Work includes fine grading base as needed, additional saw cutting (if applicable), Superpave HMA of the class specified, job mix design, additives, tack coat, loading, hauling, placing, compacting, and filling the holes from coring, and finishing asphalt and all other necessary items required to perform the work as specified.

A. Plant Mix Pavement (Repair/Widening): To be measured by the ton (plan quantity).

1. Bid Schedule Pavement Reference: 810.4.1.A.1
2. Bid Schedule Description: Plant Mix Pavement (Repair/Widening) … Ton (TON).
3. The quantity of paving shall be considered a plan quantity based on neat line from CAD. No additional payment will be made for widths or thicknesses outside those shown on the plans.

DIVISION 1100 – TRAFFIC

Section 1103 – Construction Traffic Control

Part 4 MEASUREMENT & PAYMENT

Section 4.1

Amend Section A to the following:

A. Construction Traffic Control: To be measured by the lump sum. Includes labor, maintenance and all ancillary items necessary.
    1. Bid Schedule Payment Reference: 1103.4.1.A.1
    2. Bid Schedule Description: Construction Traffic Control. ... lump sum (LS).

SP-1 ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Preconstruction meeting.

B. Progress meetings.

C. Construction progress schedule.

D. Photographs.

E. Coordination drawings.

1.2 PROJECT COORDINATION

A. Project Coordinator: Engineer.

B. Cooperate with the Engineer in allocation of mobilization areas of site; for field offices and sheds, for vehicle access, traffic, and parking facilities.

C. During construction, coordinate use of site and facilities through the Engineer.

D. Comply with Engineer's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

E. Comply with instructions of the Engineer for use of temporary utilities and construction facilities.

F. Coordinate field engineering and layout work under instructions of the Engineer.

G. Make the following types of submittals to the Engineer:

1. Requests for interpretation.
2. Requests for substitution.
3. Shop drawings, product data, and samples.
4. Test and inspection reports.
5. Manufacturer's instructions and field reports.
6. Applications for payment and change order requests.
7. Progress schedules.
8. Coordination drawings.
9. Closeout submittals.

H. Contractor is responsible for coordinating with impacted utilities and shall coordinate holding of power poles to pay any fees that be associated with such activities.

1.3 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals and work of the various sections of the project to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed at a later date.

B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

C. Coordinate completion and clean-up of work of separate sections in preparation for substantial completion and for portions of work designated for Owner's partial occupancy.

D. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with the contract documents, to minimize disruption of Owner's activities.

1.4 FIELD ENGINEERING

A. Construction staking is the responsibility of the Contractor.

B. All material testing related to final acceptance is the responsibility of the Contractor, and shall be furnished by a third-party testing agency.

PART 2 MATERIALS

NOT USED

PART 3 WORKMANSHIP

3.1 PRECONSTRUCTION MEETING

A. Engineer will schedule a meeting after Notice of Award.

B. Attendance Required:

1. Owner.
2. Engineer.
3. Contractor.
4. Subcontractors, if applicable.
5. Funding Agencies, if applicable.

C. Agenda:

1. Execution of Owner- Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Submission of list of Subcontractors, and progress schedule.
5. Designation of personnel representing the parties to Contract, Owner and Engineer.
6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
7. Scheduling: Contractor to submit a schedule for the entire project duration, including subcontractor work. The schedule must be approved by the Engineer prior to commencement of work. Schedule shall be in accordance with Section 01 3216.
8. Use of premises by Owner and Contractor.
9. Owner's requirements and occupancy prior to completion.
10. Construction facilities and controls provided by Owner.
11. Temporary utilities provided by Owner.
12. Survey and building layout.

13. Security and housekeeping procedures.
14. Application for payment procedures.
15. Procedures for testing.
16. Procedures for maintaining record documents.
17. Requirements for start-up of equipment.
18. Inspection and acceptance of equipment put into service during construction period.
19. Scheduling activities of a Geotechnical Engineer.
20. Schedule construction progress meetings.

D. Engineer shall record minutes and distribute copies within five days after meeting to participants, with a copy to Contractor, Owner, participants, and those affected by decisions made.

3.2 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at weekly intervals.

B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer, Funding Agencies as appropriate to agenda topics for each meeting.

D. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

E. Engineer will record minutes and distribute copies within five days after meeting to participants, with a copy to Contractor, Owner, Funding Agency, participants, and those affected by decisions made.

3.3 CONSTRUCTION PROGRESS SCHEDULE

A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.

B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.

1. Include written certification that major contractors have reviewed and accepted proposed schedule.

D. Within 10 days after joint review, submit complete schedule.

E. Submit updated schedule with each Application for Payment.

F. See Section 01 3216: Construction Project Schedules

3.4 PHOTOGRAPHS

A. Photography Type: Digital; electronic files.

B. Take photographs of site and construction throughout progress of Work.

C. Take photographs as evidence of existing project conditions such as:

1. Existing private property features to be retained and protected or to be restored to their pre-project condition.

2. Existing public features to be retained and protected or to be restored to their pre-project condition.

3.5 COORDINATION DRAWINGS

A. Provide information required by Engineer for preparation of coordination drawings.

B. Review drawings prior to submission to Engineer.

END OF SECTION

SP-2 QUALITY ASSURANCE/QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality Control.

B. Quality Assurance.

C. Tolerances.

D. References.

E. Field Samples

F. Construction Observation & Underground Utility Testing

G. Manufacturers' field services.

1.2 RELATED SECTIONS

A. SP-3 Submittal Procedures: Submission of Manufacturers' Instructions and Certificates.

1.3 QUALITY CONTROL

A. The Contractor shall coordinate and provide quality control, which shall include the necessary proctor(s) combined with compaction testing performed by an independent testing firm to perform the following, at a minimum:

1. Samples, proctors, testing reports.
2. Establish the compaction processes required to meet the requirements of the Contract Documents.
3. Perform all compaction testing as outlined in the contract documents.

B. Materials may vary across the project. If they do, the contractor shall coordinate and provide the proctor(s) combined with compaction testing performed by an independent testing firm to re-establish the compaction processes required to meet the requirements of the Contract Documents. Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.

C. Contractor shall provide the Owner with all testing proctors and testing results taken throughout the entire project.

D. Contractor shall designate the person responsible for Contractor's quality control while Work is in progress, and shall notify Engineer, in writing, prior to any change in quality control representative assignment.

E. Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.

F. Comply fully with manufacturers' instructions, including each step in sequence.

G. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

H. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

I. Perform work by persons qualified to produce workmanship of specified quality.

J. Secure Products in place with positive anchorage devices designed and sized to

withstand stresses, vibration, physical distortion, or disfigurement.

K. Verify field measurements are as indicated on Shop Drawings or as instructed by the manufacturer.

1.4 QUALITY ASSURANCE

A. The Contractor is responsible for all Quality Control Testing. Testing shall be performed by an independent testing company. The Owner or the Owner's Representative may perform additional Quality Assurance if deemed necessary by the Owner or the Owner's Representative. Quality Assurance will occur after Contractor's Quality Control Measures. Quality Assurance may be any of the following:

1. Tests by an independent laboratory using proctors provided by the Contractor.
2. Testing by the Owner’s Representation under the direction of the Engineer of Record.
3. Observation of work.

B. The Contractor shall coordinate his work with the Engineer and cooperate with testing personnel. The Contractor shall:

1. Submit weekly schedules and updates by noon Friday for the following week's work elements with days requiring testing services clearly identified.
2. Notify Engineer 24 hours prior to expected time for operations requiring services.
3. Failure of Contractor to provide adequate notice (as specified above) shall not be grounds for claims of delay by the Contractor.

C. Re-testing required because of non-conformance to specified requirements shall be performed at no cost to the Owner. Contractor shall be responsible for payments due by re-testing. Payment for re-testing will be charged to the Contractor by deducting the inspection and testing charges from the Contract Price.

1.5 REFERENCES

A. Conform to reference standard by date of issue current on date of Contract Documents.

B. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 FIELD SAMPLES

A. Install field samples at the site as required by individual specifications Sections for review.

B. Acceptable samples represent a quality level for the Work.

C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Engineer.

1.7 CONSTRUCTION OBSERVATION AND UNDERGOUND UTILITY TESTING

A. The Owner shall provide observation during construction for quality assurance as defined in the Contract Documents. Contractor shall cooperate with the observer.

B. The Contractor shall provide the equipment and manpower to conduct all acceptance (leak, pressure, etc.) tests on underground utilities as required in the Specifications.

1.8 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment, as applicable, and to initiate instructions when necessary.

B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

C. Submit report within 15 days of observation to Engineer for review.

1.9 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

PART 2 MATERIALS

NOT USED

PART 3 WORKMANSHIP

NOT USED

END OF SECTION

SP-3 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Mechanics and administration of the submittal process for:
   a. Shop Drawings.
   b. Miscellaneous submittals.
2. General content requirements for shop drawings.

B. Related Sections include but are not necessarily limited to:

1. Bidding Requirements, Contract Forms, and Conditions of the Contract.
2. Bid Documents
3. Sections in ISPWC identifying required submittals.

1.2 DEFINITIONS

A. Shop Drawings:

1. See General Conditions.
2. Product data are Shop Drawing information

B. Designs stamped by Idaho Licensed Professional Engineer:

1. Shoring design for Bore Pits.

C. Miscellaneous Submittals:

1. Submittals other than Shop Drawings
2. Representative types of miscellaneous submittal items include but are not limited to:
   a. Construction Schedule.
   b. Manufacturer’s installation certification letters.
   c. Warranties.
   d. Service agreements.

1.3 SUBMITTAL SCHEDULE

A. Schedule of Shop Drawings:

1. Shop drawing for the proposed pedestrian handrail shall be submitted for review within 10 days of the Notice to Proceed no later than 20. With an emphasis on ordering the pedestrian handrail as soon as possible to avoid potential delays related to steel fabrication.
2. All remaining submittals shall be submitted for review 20 days after receipt of Notice to Proceed.
3. Account for multiple transmittals under any specification section where partial submittals will be transmitted.

B. Shop Drawings: Submittal and approval prior to initiation of work.

1.4 PREPARATION OF SUBMITTALS

A. General

1. All submittals and all pages of all copies of a submittal shall be completely legible.
2. Submittals which, in the Engineer's sole option, are illegible will be returned without review.
3. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.

B. Shop Drawings:

1. Scope of any submittal:
   a. Limited to one (1) Specification Section.
   b. Do not submit under any Specification Section entitled (in part) "Basic Requirements" unless the product or material submitted is specified, in total, in a "Basic Requirements" section.
2. Numbering submittals:
   a. Include a prefix (the Specification Section number) followed by a series number, for example a submittal from this section would be labeled "SP3-01", beginning with "01" and increasing sequentially with each additional submittal.
   b. If more than one (1) submittal under any specification Section, assign consecutive series numbers to subsequent submittals.
   c. Submittal numbers may be included either in the title of the document or on the top of the first page of the submittal.
3. Describing submittal contents:
   a. Provide a description of each component or item in submittal capable of receiving an independent review action. Description shall be provided on the product sheet for each item (or on the first page of multiple-page product sheets).
   b. Identify for each item:
      i. Manufacturer and Manufacturer's Drawing or data number.
      ii. Contract Document tag number(s).
      iii. Unique page numbers for each page of each separate item.
   c. When submitting "or-equal" items that are not the products of named manufacturers, include the words "or-equal" in the item description.
4. Contractor review:
   a. Contractor shall review and stamp each submittal prior to submitting to Engineer. By submitting the submittal to the Engineer, Contractor is certifying that he/she has satisfied the Contractor's responsibility stipulated under General Conditions paragraph 6.17.
   b. Unstamped submittals will be returned without review.
5. Resubmittals:
   a. Number with original root number and suffix letter starting with "A" on the resubmittal.
   b. Do not increase the scope of any prior submittal.
   c. Do not include submittal information for items listed with prior "No Exceptions" or "Furnish as Corrected" in resubmittal.
   d. Indicate "Outstanding-To Be Resubmitted At a Later Date" for any prior "Revise and Resubmit" or "Rejected" item not included in resubmittal.
      i. Obtain Engineer's approval to exclude items.
6. All submittals shall be submitted and returned electronically, unless otherwise pre-

approved by Engineer.

7. Provide clear space (3 IN SQ) for Engineer stamp for each item capable of receiving independent review action.
8. Contractor shall not use red color for marks on submittals.
9. Submittal contents:
    a. Coordinate and identify Shop Drawing contents so that all items can be easily verified by the Engineer.
    b. Identify equipment or material used, tag number, drawing detail reference, weight, and other project specific information.
    c. Provide sufficient information together with technical cut sheets and data to allow an evaluation to be made to determine that the item submitted is in compliance with the Contract Documents.
    d. Indicate exact item or model and all options proposed.
    e. When a Shop Drawing submittal is called for in any Specification Section, include as appropriate, scaled details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charges, layout drawings, rough-in diagrams, wiring diagrams, controls, weight, and other pertinent data in addition to information specifically stipulated in the Specification Section.
        i. Arrange data and performance information in format similar to that provided in Contract Documents.
        ii. Provide, at minimum, the detail specified in the Contract Documents.
    f. If proposed equipment or materials deviate from the Contract Drawings or Specifications in any way, clearly note the deviation and justify the said deviation in detail in a separate letter immediately following transmittal sheet.

C. Miscellaneous Submittals:

1. Prepare in the format and detail specified in Specification requiring the miscellaneous submittal.
2. Electronic copy submittals:
    a. Do not password protect and or lock the PDF document.
    b. Drawings or other graphics must be converted to PDF format and made part of the one (1) PDF document.
        i. Scanning to be used only where actual file conversion is not possible.
    c. Rotate pages that must be viewed in landscape to the appropriate position for easy reading.
    d. Images only shall be scanned at a resolution of 300 dpi or greater.
        i. Perform Optical Character Recognition (OCR) capture on all images.
        ii. Achieve OCR with the “original image with hidden text” option.
        iii. Work searches of the PDF document must operate successfully to demonstrate OCR compliance.
    e. Create bookmarks in the navigation frame, for each entry in the Table of Contents / Index.
        i. Normally three (3) levels deep (i.e. “Chapter,” “Section,” “Sub-Section”).
    f. Thumbnails must be generated for each PDF file.
    g. Set the opening view for PDF files as follows:
        i. Initial view: Bookmarks and Page.

ii. Magnification: Fit in Window.

iii. Page layout: Single page,

iv. Set the file to open to the cover page of the manual with bookmarks to the left, and the first bookmark linked to the cover pages.

h. All PDF documents shall be set with the option “Fast Web View” to open the first pages of the document for the viewer while the rest of the document continues to load.

i. File naming conventions:

i. File names shall use a “ted dot three” convention (XXXXX-YY-Z.PDF) where XXXXX is the Specification Section Number, YY is the Shop Drawing Root number and Z is an ID number used to designate the associated volume.

(a) Example 1:

(1) Two (2) pumps submitted as separate Shop Drawings under the same Specification Section:

Pump 1 = 11061-01-1.pdf
Pump 2 = 11061-02-1.pdf

(b) Example 2:

(1) One (1) Control system submitted as one (1) Shop Drawing but separated into two (2) O&M Volumes:

Volume 1 = 13440-01-1.pdf
Volume 2 = 13440-01-2.pdf

1.5 TRANSMITTAL OF SUBMITTALS

A. Shop Drawings, Samples and Operation and Maintenance Manuals:

1. Transmit all submittals to:
   a. Project Administrator as noted at Pre-Construction meeting.
2. All submittals must be from Contractor.
   a. Submittals will not be received from or returned to subcontractors.
3. Provide submittal information defining specific equipment or materials utilized on the Project.
   a. Generalized product information, not clearly defining specific equipment or materials to be provided, will be rejected.

B. Miscellaneous Submittals:

1. Transmit under Contractor’s standard letter of transmittal or letterhead.
2. Transmit to:
   a. Project Administrator and Resident Project Engineer.
3. Provide copy of letter of transmittal without attachments to Engineer’s Resident Project Representative.
   a. Exception for concrete, soils compaction and pressure test reports.
      i. Transmit one (1) copy of test reports to Resident Project Engineer.
      ii. Transmit one (1) copy of special inspection reports

1.6 ENGINEER’S REVIEW ACTION

A. Shop Drawings and Samples:

1. Items within submittals will be reviewed for overall design intent and will receive one of the following actions:
   a. NO EXCEPTIONS
   b. FURNISH AS CORRECTED
   c. REVISE AND RESUBMIT
   d. REJECTED
   e. ENGINEER'S REVIEW NOT REQUIRED.
2. In relying on the representation on the Contractor's review and approval stamp, Owner and Engineer reserve the right to review and process poorly organized and poorly described submittals as follows:
   a. Submittals transmitted with a description identifying a single item and found to contain multiple independent items:
      i. Review and approval will be limited to the single item described.
      ii. Other items identified in the submittal will:
         (a) Not be logged as received by the Engineer.
         (b) Be removed from the submittal package and returned without review and comment to the Contractor for coordination, description and stamping.
         (c) Be submitted by the Contractor as a new series number, not as a re-submittal number.
   b. Engineer, at Engineer's discretion, may review the transmittal letter item list and descriptions, and conduct review.
      i. Unless Contractor notifies Engineer in writing that the Engineer's revision of the transmittal letter item list and descriptions was in error, Contractor's review and approval stamp will be deemed to have applied to the entire contents of the submittal package.
3. Submittals returned with "No Exceptions" or "Furnish as Corrected" are considered ready for fabrication and installation.
   a. If for any reason a submittal that has a "No Exceptions" or "Furnish as Corrected" is resubmitted, it must be accompanied by a letter defining the changes that have been made and the reason for the resubmittal.
4. Submittals with "No Exceptions" or "Furnish as Corrected" combined with "Revise and Resubmit" or "Rejected" will be individually analyzed giving consideration as follows:
   a. The portion of the submittal given "Revise and Resubmit" or "Rejected" will not be distributed (unless previously agreed to otherwise at the Preconstruction Conference.)
   b. Items marked "No Exceptions" or "Furnish as Corrected" will be fully distributed.
   c. If a portion of the items or system proposed are acceptable, however, the major part of the individual drawings or documents are incomplete or require revision, the entire submittal may be given "Revise and Resubmit" or "Rejected".
      i. This is at the sole discretion of the Engineer.
      ii. In this case, some drawings may contain relatively few or no comments or the statement "Resubmit to maintain a complete package."
      iii. Distribution to the Owner and field will not be made (unless previously agreed to otherwise.)

5. Failure to include any specific information specified under the submittal paragraphs of the Specifications will result in the submittal being returned to the Contractor with "Revise and Resubmit" or "Rejected".
6. Calculations required in individual Specifications Sections will be received for information purposes only, as evidence calculations have been performed by individual meeting specified qualifications, and will be returned with “Engineer’s Review Not Required.”
7. All costs, associated with the review of any Shop Drawing resubmitted more than once shall be borne by the Contractor.
8. Transmittals of submittals which Engineers considers as “Not Required” submittal information, which is supplemental to but not essential to prior submitted information, or items of information in a transmittal which have been reviewed and received "No Exceptions" or “Furnish as Corrected” in a prior submittal, will be returned with “Engineer’s Review Not Required.”
9. Samples may be retained for comparison purposes.
    a. Remove samples when directed.
    b. Include in bid all costs of furnishing and removing samples.
10. Approved samples submitted or constructed constitute criteria for judging completed work.
11. Finished work or items not equal to samples will be rejected.

PART 2 MATERIALS

NOT USED

PART 3 WORKMANSHIP

NOT USED

PART 4 MEASUREMENT AND PAYMENT

NOT USED

END OF SECTION

SP-4 PRECAST RETAINING WALL (GRAVITY WALL)

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Construction of precast concrete retaining walls with a maximum exposed height of 10 feet. Wall related construction includes the removal of unwanted or unsuitable materials from the identified wall construction area. Included all third-party professional reviews and approvals.
2. Subgrade preparation, base rock, reinforcement and tiebacks, and wall related drainage.

1.2 REFERENCES

A. ACI 318 – Building Code Requirements for Structural Concrete.

B. ASTM A615 – Standard Specification for Deformed and Plain Carbon-Steel Bars.

C. ASTM C33 – Concrete Aggregates.

D. ISPWC Standard Specifications.

1.3 SUBMITTALS

A. Product Data:

1. Concrete mix design.
2. Reinforcement specifications.
3. Drainpipe and fittings details, with Installation Plan.
4. Layout, and backfill procedures.
5. Geotechnical overturn review with Engineering stamp, identifying the length and number of ties if determined to be necessary.

PART 2 - PRODUCTS

2.1 CONCRETE

A. Concrete mix design utilized for wall-related blocks shall be a minimum compressive strength of 3,000 psi at 28 days, unless otherwise stated in the engineering details.

2.2 DRAINAGE

A. 6” 3034 SDR 35 perforated wall drainpipe shall be installed to protect the stability of the soils contained behind the wall structure. Drain lines will daylight to east side of retaining wall as indicated in the approved plans. Outlet elevations should be verified prior to final installation. Drain line should daylight mid-hill. Contractor to provide all outlet related protection to ensure the stability of the slope around drain out.

B. Drain line to be installed at bottom of wall, behind wall face, daylight drain line is indicated in the approved engineering plans. Final drain location shall be determined by the wall manufacture.

PART 3 - EXECUTION

3.1 SUBGRADE PREPARATION

A. Excavate to required dimensions.

B. Place and compact base rock to 95% of maximum dry density beneath wall footing.

C. Install all wall related components in accordance will wall manufacture recommendations.

3.2 PLACEMENT

A. Construct formwork to line and grade.

3.3 CLEANUP

A. Remove formwork and clean adjacent areas.

PART 4 – MEASUREMENT AND PAYMENT

4.1 DESCRIPTION

Precast retaining walls will be measured per square foot (SF Face) of wall face measuring the exposed face of wall, not to include the thickness of sidewalk placed on top of the wall. Payment includes precast wall blocks, material delivery, wall placement, all labor, materials, equipment, excavation, base rock, compaction, concrete, reinforcement (geotextile/geogrid), drainage piping, formwork, and all incidental work necessary for complete installation.

1. Bid Schedule Payment References: SP-4
2. Bid Schedule Description: PRECAST RETAINING WALL (GRAVITY WALL) ... Square Foot of Face (SF Face).

END OF SECTION

SP-5 PEDESTRAIN HAND/GUARDRAIL

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Construction, furnishing, and installation of all pedestrian hand/guardrail system.
2. Fabrication, delivery, installation, anchorage, finish (paint), and coordination with wall and sidewalk related construction.
3. Temporary pedestrian guardrail installation – Contractor shall provide temporary guardrail as needed, to provide safe pedestrian accommodation before leaving the site if delays are anticipated for final installation of the permanent guardrail system.

1.02 REFERENCES

A. ASTM A36 – Standard Specification for Carbon Structural Steel

B. ASTM A53 – Standard Specification for Pipe, Steel, Black, and Hot-Dipped, Zinc-Coated

C. ASTM A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

D. ASTM A500 – Cold-Formed Welded and Seamless Carbon Steel Structural Tubing

E. ANSI A117.1 – Accessible and Usable Buildings and Facilities

F. ADA Standards for Accessible Design – Current Edition

G. ISPWC Standard Specifications.

1.03 SUBMITTALS

A. Fabrication and Review:

1. Shop drawings for fabricated guardrail system/components. Showing dimensions, member sized, wall/post spacing, elevations, material specifications, anchor types, and connection details
2. Structural review for post base detail, verify compliance with IBC requirements
    1. 50 pounds per liner foot (PLF) continuous
    2. 200-pound point force applied at any location
3. Structural analysis and review shall be sealed by a licensed professional engineer verifying that the post base connection detail is designed in accordance with IBC and all other applicable requirements for pedestrian guardrail systems.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Handrail system shall be fabricated to meet applicable all code requirements for height, clearance, and gripping surface.

2.02 MATERIALS

A. Refer to the approved drawings for material, size, and overall dimensions.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install handrail/guardrail systems in accordance with approved shop drawings.

B. Anchor posts to concrete with approved fasteners and base plate configurations.

C. Ensure alignment, spacing, and height comply with ADA and code requirements (if applicable).

3.02 FIELD QUALITY CONTROL

A. The Engineer reserves the right to inspect all installed railing systems for conformance to approved submittals.

B. Railings with visible defects, loose anchors, or improper fit shall be rejected and replaced at no cost to the Owner.

3.03 CLEANUP

A. Remove all debris and excess materials from the site.

B. Clean railing systems and adjacent surfaces to remove dirt, grease, or coatings.

PART 4 – MEASUREMENT AND PAYMENT

4.01 DESCRIPTION

Pedestrian Hand/Guardrail will be measured per lineal foot (LF) of rail placed. Payment includes material delivery, professional review and approval, shop fabrication of pedestrian hand/guardrail, system placement and installation, field-related modifications, coatings, labor, materials, equipment, and all incidental work necessary for complete installation of the proposed pedestrian guardrail, as indicated in the approved drawings. Construction/installation of a temporary guardrail system, if needed, is considered incidental to this pay item.

1. Bid Schedule Payment References: SP-5
2. Bid Schedule Description: PEDESTRAIN HAND/GUARDRAIL ... Lineal Foot (LF).

END OF SECTION

SP-6 REMOVAL AND DELIVERY OF EXISTING SHEET PILES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. **Removal, handling, and delivery** of existing sheet piles from the project site to **C.E. Kramer**, the owner of the temporary shoring system currently in place.

- **Delivery Address**: 495670 US-95, Naples, Idaho 83847
- Contractor shall coordinate delivery directly with **C.E. Kramer**.

2. **Contractor responsibilities** for coordination, transportation, and offloading of existing sheet piles.
3. **Sheet pile removal**, whether performed by the Contractor or a subcontractor, is considered incidental to the general project scope. Bidders are responsible for ensuring that removal activities do not deform, distort, or otherwise negatively impact the construction of the proposed gravity retaining wall.

- **Any damage** resulting from the removal of sheet piles shall be repaired by the Contractor **at no additional cost to the Owner**.

1.2 REFERENCES

A. ISPWC Division 200 – Earthwork.

a. ISPWC Section 201 – Removal of Obstructions.

C. AASHTO and OSHA standards for lifting and handling structural members.

D. Project plans and notes.

1.3 SUBMITTALS

A. Work Plan:

1. Detailed work plan outlining the method and equipment to be used for sheet pile removal, handling, and transport.

2. Staging and loading procedures to prevent material damage.

B. Coordination Plan:

1. Provide documentation showing coordination with **C. E. Kramer Crane & Contracting (495670 Hwy 95, Naples, ID 83847)** for delivery and unloading arrangements.
2. Proposed delivery schedule and point-of-contact information for Kramer.

C. Delivery Log:

1. Delivery log documenting the number, size, and condition of all sheet piles transported to the Kramer yard.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 GENERAL

A. Contractor shall remove all designated sheet piles located along **Bridge Street** as shown on the plans and approved by the Engineer.

B. Sheet piles shall be extracted in a manner that minimizes damage and preserves reusability.

C. Contractor shall exercise caution to avoid damage to adjacent structures, utilities, and roadway infrastructure during extraction operations.

3.2 HANDLING AND TRANSPORT

A. Sheet piles shall be cleaned of heavy debris and prepared for transport prior to loading.

B. Contractor shall secure all piles in accordance with applicable ITD safety regulations during transport.

C. Sheet piles shall be delivered to the following location:

C.E. Kramer Crane & Contracting

495670 Hwy 95

Naples, ID 83847

D. Contractor is responsible for all coordination with Kramer regarding the delivery timeline, offloading equipment, and site access.

E. Offloading shall be performed in a controlled manner, in accordance with Kramer's direction, and under supervision of qualified personnel

3.3 COORDINATION

A. Contractor shall contact Kramer a minimum of **five (5) working days** prior to intended delivery to schedule offloading operations.

B. The Contractor shall be responsible for resolving any disputes related to delivery logistics.

C. Any changes to delivery timing must be approved in writing by Kramer and coordinated with the Engineer

PART 4 – MEASUREMENT AND PAYMENT

4.1 DESCRIPTION

Removal and Delivery of Existing Sheet Piles: Will be paid by the lump sum (LS). Payment includes removal of existing sheet piles, temporary storage or staging (if needed), transportation and coordination with Kramer for offloading at specified location, all associated labor, equipment, submittals, and cleanup.

1. Bid Schedule Payment References: SP-6
2. Bid Schedule Description: REMOVAL AND DELIVERY OF EXISTING SHEET PILES ... Lump Sum (LS).

END OF SECTION

SP-7 REDUCED TRUCKING IMPACT

PART 1 - GENERAL

1.01 SUMMARY

A. This Section specifies requirements for coordination, delivery, staging, and routing of trucks, equipment, and materials to reduce impacts to public traffic, pedestrian circulation, and private access within downtown Sandpoint.

B. Applies to all mobilization and haul activities associated with project delivery.

1.02 DEFINITIONS

A. Engineer – The Owner's designated representative.

B. Haul Route Plan – A documented plan prepared by Contractor detailing equipment and material delivery routes, timing, traffic control measures, and pedestrian detours.

C. Mobilization – Delivery and setup of heavy equipment or materials required for construction operations.

1.03 SUBMITTALS

A. Mobilization and Haul Route Plan

1. Submit a plan for Engineer approval prior to delivery of major equipment or materials.
2. Include the following:
   - Proposed haul routes.
   - Delivery times and traffic impact minimization strategies.
   - Pedestrian detour plans (if applicable).
   - Traffic control measures.
   - Proposed staging areas.
3. Do not proceed with deliveries until written approval is received.

1.04 COORDINATION

A. Coordinate with the City of Sandpoint to verify approved truck routes.

B. Obtain necessary permits for use of city streets not included in standard truck routes.

C. Coordinate large or off-hour deliveries with the Engineer.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

3.01 PPROVED HAUL ROUTES

A. Use the following primary haul route:

1. Highway 95 → Highway 2 → Fifth Avenue → Pine Street → First Avenue.
2. Note: Pine Street and First Avenue are not official truck routes but are authorized for project-related mobilization.

3. Do not use Superior Street to access First Avenue from the south.

B. Secondary Access:

1. Gunnings Alley may be used from Bridge Street for equipment mobilization, subject to Engineer approval.
2. Confirm all routes and restrictions with the Engineer prior to use.

3.02 DELIVERY SCHEDULING

A. Schedule oversized equipment deliveries outside peak pedestrian and traffic hours.

B. Coordinate delivery of bulky materials (e.g., block wall units, sheetpile removal equipment) with the Engineer.

C. If daytime delivery causes unacceptable disruption, nighttime delivery may be required at the City's discretion.

3.03 RESTRICTIONS AND LIMITATIONS

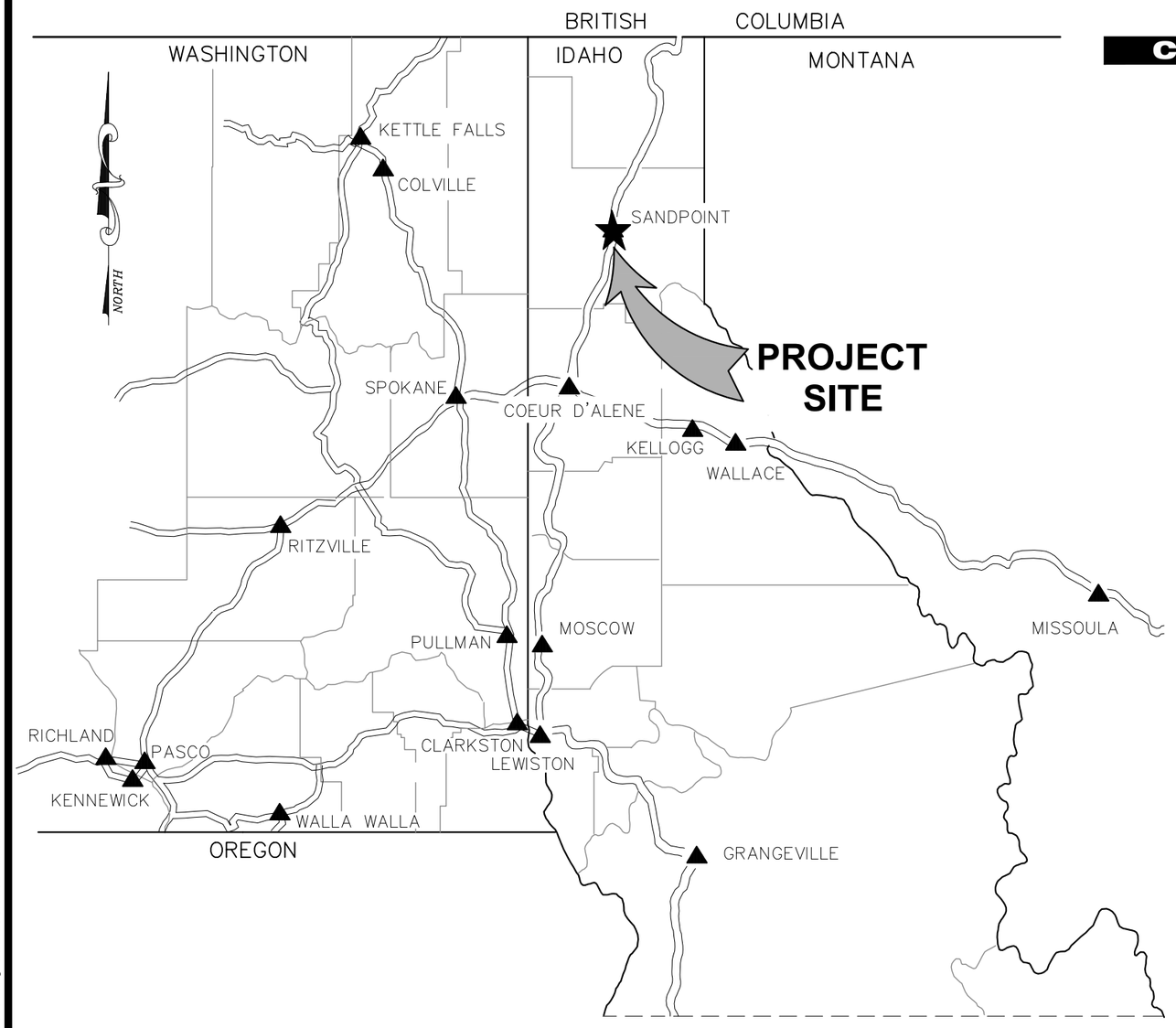
A. Do not obstruct First Avenue or Bridge Street during equipment unloading.

B. Do not exit Gunnings Alley northbound to Oak Street due to limited turning space and private parking conflicts.

C. All unloading and staging must occur within:

1. Designated construction limits, or
2. Pre-approved staging areas identified in the Haul Route Plan.

END OF SECTION



CONSTRUCTION DRAWINGS

CITY OF SANDPOINT
BONNER COUNTY, IDAHO

BRIDGE STREET SIDEWALK IMPROVEMENTS

PROJECT NO. 44050.020

AUGUST 2025

PROFESSIONAL ENGINEER
LICENSED
23237
STATE OF IDAHO
JORDAN STEELE TILLETT

08/06/2025

QAQC PLAN REVIEW		
	REVIEWED BY	DATE
ENGINEERING	PFB	03-19-2025
SURVEY	MLH	08-06-2025
CONST. SVCS.	RT	04-21-2025

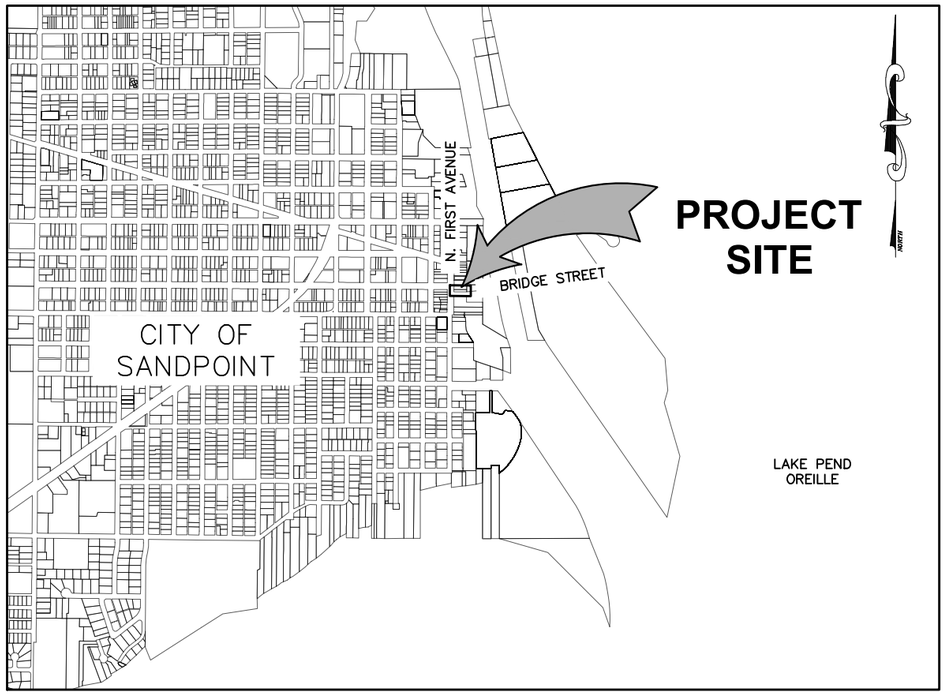
WELCH-COMER

www.welchcomer.com

208-664-9382
877-815-5672 (toll free)
208-664-5946 (fax)

330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814

N:\Civil\3D Projects\44050.020\Production Drawings\44050.020CS01.dwg, 8/6/2025 9:41:32 AM, sandra, 1:2



PROJECT SITE

VICINITY MAP

NTS

CIVIL SHEET INDEX

SHEET NO.	SHEET TITLE
A1	COVER SHEET
A2	VICINITY MAP, SHEET INDEX, DATUM, GENERAL NOTES
A3	PROJECT GENERAL NOTES
A4	ABBREVIATIONS AND LEGEND
TS1	RETAINING WALL TYPICAL SECTION
C1	OVERALL SITE PLAN
C2	ALLEY APPROACH ENLARGED VIEW
C3	RETAINING WALL PLAN AND PROFILE
DT1	CIVIL DETAILS
DT2	CIVIL DETAILS
DT3	CIVIL DETAILS
DT4	CIVIL DETAILS
XS1	WALL CROSS SECTIONS
XS2	WALL CROSS SECTIONS
XS3	WALL CROSS SECTIONS
XS4	WALL CROSS SECTIONS
XS5	WALL CROSS SECTIONS
XS6	WALL CROSS SECTIONS
XS7	WALL CROSS SECTIONS

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION ", (ISPWC) CURRENT EDITION, AND THE CITY OF SANDPOINT STANDARD DRAWINGS AND SPECIFICATIONS. IN THE CASE OF CONFLICT, THE MOST STRINGENT STANDARD SHALL APPLY.
2. NO REVISIONS SHALL BE MADE TO THESE PLANS WITHOUT THE APPROVAL OF THE CITY ENGINEER AND ENGINEER OF RECORD. ALL PROPOSED REVISIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL BY THE CITY.
3. NO REVISIONS SHALL BE MADE TO THE CITY STANDARD DRAWINGS OR NOTES WITHOUT WRITTEN APPROVAL OF THE CITY ENGINEER. REVISIONS OF CITY STANDARD DRAWINGS SHALL BE CLEARLY IDENTIFIED UPON THE APPROVED DRAWINGS; REVISIONS OR ADDITIONS TO STANDARD NOTES SHALL BE PROVIDED ONLY WITHIN THE SUPPLEMENTAL NOTES.
4. ALL SAFETY STANDARDS AND REQUIREMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COMPLY WITH OSHA.
5. EXISTING UTILITIES SHALL BE LOCATED BY CONTACTING CALL BEFORE YOU DIG AT 811, AT LEAST 48 HOURS PRIOR TO STARTING ANY EXCAVATION. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES PRIOR TO STARTING WORK NEAR ANY FACILITIES AND SHALL COORDINATE THEIR WORK WITH COMPANY REPRESENTATIVES.
6. WORK SHALL NOT BEGIN UNTIL A PERMIT AND NOTICE TO PROCEED IS ISSUED BY THE CITY AND WRITTEN NOTIFICATION TO ENGINEER OF RECORD.
7. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING INSPECTOR AT LEAST 48 HOURS PRIOR TO STARTING WORK OR PROCEEDING WITH NEW PHASES OF CONSTRUCTION. ALL INSPECTIONS SHALL BE SCHEDULED WITH A MINIMUM 24-HOUR NOTICE PRIOR TO TESTING.
8. AN APPROVED SET OF IMPROVEMENT PLANS SHALL BE KEPT ON THE JOB SITE AT ALL TIMES.
9. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHTS-OF-WAY IN A CLEAN, SAFE AND USEABLE CONDITION. ALL SOIL, ROCK, OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY OWNED PROPERTY DURING CONSTRUCTION, AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY; PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE AND USEABLE CONDITION.
10. TREES NOT IDENTIFIED FOR REMOVAL SHALL BE PRESERVED OR PROTECTED IN AN APPROVED MANNER PRIOR TO COMMENCEMENT OF GRADING OPERATIONS.
11. THE ENGINEER OF RECORD SHALL VERIFY THE ADEQUACY OF EROSION AND SEDIMENTATION CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION, AND AS NECESSARY DURING THE COURSE OF THE PROJECT. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THESE PLANS, AND THE "CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES FOR IDAHO CITIES AND COUNTIES" AS PREPARED BY THE IDAHO DIVISION OF ENVIRONMENTAL QUALITY.
12. ALL PROJECTS HAVING THE POTENTIAL FOR RUNOFF DISCHARGE TO ANY SURFACE WATER BODY; SHALL FILE A NOTICE OF INTENT (NOI), WITH THE IDEQ. COPIES OF ANY REQUIRED STORM WATER POLLUTION PREVENTION PLANS (SWPPP) OR NOI SHALL BE PROVIDED TO THE CITY PRIOR TO START OF CONSTRUCTION.
13. ALL CONCRETE, UNLESS OTHERWISE SPECIFIED, SHALL BE COMMERCIAL GRADE PORTLAND CEMENT WITH AIR ENTRAINMENT (6.5% +/- 1.5%), AND A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI.
14. ALL UNDERGROUND UTILITY LATERALS SHALL BE INSTALLED AND APPROVED BY CITY ENGINEER AND ENGINEER OF RECORD BEFORE CONSTRUCTION OF CURBS, CROSS GUTTERS, SIDEWALKS OR THE SURFACING OF STREETS.
15. SURFACE RESTORATION OF ROADWAY CUTS SHALL COMPLY WITH THE CITY STANDARDS, AND BE PLACED WITHIN 7 DAYS OF THE INITIAL ROADWAY CUT. TEMPORARY PATCHING THAT UTILIZES A MINIMUM OF 2 INCHES OF ASPHALT CONCRETE (COLD MIX) SHALL BE PLACED WITHIN 24 HOURS OF THE INITIAL ROADWAY CUT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL TEMPORARY PATCHING AND SHALL WARRANT ALL PERMANENT PATCHING FOR A PERIOD OF 2-YEARS.
16. ALL TRENCHES AND ROADWAY CUTS WITHIN PUBLIC EASEMENTS OR RIGHTS-OF-WAY SHALL BE COMPACTED IN ACCORDANCE WITH SD 301. COMPACTION TEST RESULTS SHALL BE CERTIFIED BY THE ENGINEER OF RECORD AND SUBMITTED TO THE CITY ENGINEER FOR APPROVAL PRIOR TO FINAL ACCEPTANCE OF WORK.
17. ALL OPERATIONS CONDUCTED ON THE PREMISES SHALL BE RESTRICTED TO THE HOURS BETWEEN 8:00 A.M. AND 5:00 P.M., UNLESS OTHERWISE APPROVED BY THE CITY. THIS INCLUDES THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT OR ANY OTHER ASSOCIATED EQUIPMENT.
18. ALL IMPROVEMENTS SHALL BE JOINED OR MATCHED IN A MANNER SATISFACTORY TO THE CITY ENGINEER. THIS INCLUDES ALL UTILITY CONNECTIONS AND NECESSARY SAW CUTTING, REMOVAL, REPLACEMENT, EXTENSION, AND CAPPING ASSOCIATED WITH CURB AND GUTTER, SIDEWALKS, SWALES, ASPHALT, CONCRETE OR OTHER PAVING.
19. THE ENGINEER OF RECORD SHALL BE RESPONSIBLE FOR ALL PROJECT INSPECTIONS, INCLUDING MATERIALS TESTING AND QUALITY CONTROL. COPIES OF DAILY REPORTS AND TEST RESULTS SHALL BE MADE AVAILABLE TO THE CITY ENGINEER FOR REVIEW ON A WEEKLY BASIS, FAILURE TO PROVIDE REPORTS MAY RESULT IN SUSPENSION OF CONSTRUCTION. PROJECT CERTIFICATION AND AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE CITY ENGINEER PRIOR TO FINAL ACCEPTANCE AND IN CONFORMANCE WITH SUBMITTAL STANDARDS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL, IN ACCORDANCE WITH THE M.U.T.C.D., CURRENT EDITION. AT LEAST 72 HOURS PRIOR TO DISRUPTION OF ANY TRAFFIC, TRAFFIC CONTROL PLANS SHALL BE PREPARED AND SUBMITTED TO THE CITY ENGINEERING DIVISION FOR APPROVAL. NO WORK SHALL COMMENCE UNTIL A PERMIT IS ISSUED AND ALL APPROVED TRAFFIC CONTROL IS IN PLACE.
21. ALL DISTURBED AREAS OF THE PUBLIC RIGHT-OF-WAY SHALL BE TOP COATED WITH A MINIMUM OF 1 INCH OF TOPSOIL AND SEEDED WITH A DRY LAND MIX OR EQUIVALENT.
22. ALL PAVING PROJECTS WILL NEED TO ADHERE TO THE CITY OF SANDPOINT PAVEMENT CUT POLICY.
23. DURING THE PREPARATION OF THE CONSTRUCTION DRAWINGS, REVIEW OF AVAILABLE RECORDS AND A FIELD SEARCH WAS CONDUCTED UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR TO LOCATE EXISTING SURVEY MONUMENTS WITHIN AND ADJACENT TO THE PROJECT CONSTRUCTION LIMITS IN ACCORDANCE WITH IDAHO CODE 55-1613. EXISTING SURVEY MONUMENTS ARE IDENTIFIED WITHIN THE PLANS. MONUMENTS IDENTIFIED AS 'OWNER TO REPLACE' WILL BE REPLACED AT THE EXPENSE OF THE OWNER. ALL OTHER MONUMENTS ARE INTENDED TO BE PRESERVED AND IF DESTROYED THE REPLACEMENT OF SAID MONUMENTS IS THE RESPONSIBILITY OF THE CONTRACTOR. REF (IC 55-1613). IF MONUMENTS ARE REPLACED BY THE CONTRACTOR THE ENGINEER AND OWNER WILL BE NOTIFIED BY THE CONTRACTOR UPON RE-ESTABLISHMENT OF THE MONUMENTS.

HORIZONTAL AND VERTICAL DATUM:

HORIZONTAL DATUM: NAD 83/11 AT GROUND WITH A GRID SCALE FACTOR OF 0.999879810747193

VERTICAL DATUM: NAVD 88, GEOID18

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and d
herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.

PROFESSIONAL ENGINEER LICENSED 23237 JORDAN STEELE TILLETT STATE OF IDAHO

08/06/2025

WELCH~COMER ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

NO.	DATE	REVISION DESCRIPTION	BY

CITY OF SANDPOINT
BRIDGE STREET
SIDEWALK IMPROVEMENTS

VICINITY MAP, SHEET INDEX, DATUM, GENERAL NOTES

PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020CS01.DWG
DATE:	08-05-2025
SHEET NO:	A2

N:\Civil3D Projects\44050.020\Production Drawings\44050.020CS01.dwg, 8/6/2025 12:52:44 PM, sandra, 1:2

GRADING AND GEOTECHNICAL NOTES:

1. ALL CUTS AND FILLS SHALL BE CONFINED TO THE LIMITS INDICATED WITHIN THE APPROVED GRADING PLANS.
2. THE CONTRACTOR SHALL INSURE THAT ALL TEMPORARY SLOPES ARE STABLE AND THAT APPROPRIATE EROSION MEASURES ARE IN PLACE AND MAINTAINED.
3. GROUNDWATER OR UNANTICIPATED GEOLOGIC CONDITIONS SHALL BE REPORTED TO THE ENGINEER OF RECORD AND THE GEOTECHNICAL ENGINEER FOR ASSESSMENT AND RECOMMENDATIONS.
4. ALL COMPACTION EFFORTS SHALL BE MONITORED AND TESTED BY AN EXPERIENCED SOILS TECHNICIAN, UNDER THE SUPERVISION OF A LICENSED GEOTECHNICAL ENGINEER REPRESENTING THE OWNER.
5. ALL MASS GRADING SHALL BE MONITORED, TESTED, AND CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER (GEOTECHNICAL ENGINEER).
6. CONTRACTOR IS TO NOTIFY THE GEOTECHNICAL ENGINEER, THE ENGINEER OF RECORD AND CITY ENGINEERING INSPECTOR 48 HOURS PRIOR TO EACH AND EVERY START OR STOPPING OF CONSTRUCTION, EACH TIME A LIFT OF GRADING IS READY FOR INSPECTION, AND EACH AND EVERY TIME THE CONTRACTOR IS REQUESTING GRADING INSPECTION FROM CITY. FAILURE TO NOTIFY MAY RESULT IN CONTRACTOR REMOVING ANY MATERIAL THAT HAS NOT BEEN INSPECTED.
7. ALL AREAS SHALL BE STRIPPED OF ORGANIC TOP SOIL AND NON-ENGINEERED FILL; IN ADDITION TO ALL BRUSH, STUMPS, AND ROOTS. ONSITE DISPOSAL OF ORGANIC MATERIALS IS NOT ALLOWED. THE GEOTECHNICAL ENGINEER SHALL REVIEW AND APPROVE ALL STRIPPED AND CLEARED AREAS PRIOR TO PLACEMENT OF FILL. PRIOR TO PLACING FILL, THE CLEARED AREAS SHALL BE SCARIFIED AND COMPACTED.
8. FILLS SHALL CONSIST OF WELL GRADED SANDS AND GRAVELS, WITH A MAXIMUM PARTICLE SIZE OF SIX INCHES, AND NO MORE THAN 20% PASSING THE NO. 200 SIEVE. THE GEOTECHNICAL ENGINEER SHALL PRE-APPROVE ALL IMPORT SOIL SOURCES.
9. BOULDERS AND COBBLES GREATER THAN 6 INCHES APPEARING IN THE EXCAVATION TO A DEPTH OF AT LEAST 4 INCHES BELOW SUBGRADE SHALL BE REMOVED.
10. ALL FILL MATERIAL SHALL BE DRIED OR MOISTENED TO WITHIN 2% OF THE OPTIMUM MOISTURE, PRIOR TO PLACEMENT. LIFTS SHALL NOT EXCEED EIGHT INCHES. ALL FILL SHALL BE COMPACTED TO AT LEAST 90% OF MODIFIED PROCTOR (ASTM D-1557, AASHTO T-180), WITH THE TOP 12 INCHES WITHIN THE ROADWAY PRISM COMPACTED TO 95% OF THE MODIFIED PROCTOR. MATERIAL TOO COARSE TO TEST PER THE SPECIFIED STANDARDS SHALL BE PLACED IN CONTROLLED LIFTS UNDER A PERFORMANCE BASED METHOD, AS OUTLINED WITHIN ISPWC.
11. EMBANKMENTS SHALL NOT BE CONSTRUCTED ON FROZEN OR SNOW-COVERED FOUNDATIONS, OR WITH THE USE OF FROZEN MATERIALS.
12. EMBANKMENTS CONSTRUCTED ON SLOPES GREATER THAN 5 HORIZONTAL TO 1 VERTICAL SHALL BE KEYED INTO THE UNDISTURBED GROUND WITH HORIZONTAL BENCHES OF SUFFICIENT WIDTH TO ALLOW FOR THE PROPER OPERATION OF COMPACTION EQUIPMENT.
13. THE FINAL LIMITS OF CUT AND FILL SHALL BE RECORDED WITH THE BOUNDARY TOPOGRAPHY AND SURVEY BY THE ENGINEER OR RECORD. THE GEOTECHNICAL ENGINEER SHALL SUBMIT A CERTIFICATION OF THE FILL, ALONG WITH COPIES OF OBSERVATIONS AND TESTING.
14. IN THE EVENT THAT ANY UNFORESEEN CONDITIONS NOT COVERED BY THESE NOTES ARE ENCOUNTERED DURING GRADING OPERATIONS, THE ENGINEER OF RECORD SHALL BE IMMEDIATELY NOTIFIED IN ORDER TO PROVIDE GUIDANCE TO CONTRACTOR.

STORMWATER DRAINAGE:

1. TEMPORARY EROSION CONTROL AND WATER POLLUTION MEASURES SHALL BE INSTALLED, IN ACCORDANCE WITH THE PLANS AND ACCEPTED BEST MANAGEMENT PRACTICES. ADJUSTMENTS TO ACCOMMODATE DIFFERING FIELD CONDITIONS SHALL BE MADE, AS NECESSARY, THROUGHOUT THE CONSTRUCTION PROCESS. AT NO TIME, WILL SILTS AND/OR DEBRIS BE ALLOWED TO DRAIN INTO AN EXISTING OR NEWLY INSTALLED FACILITY, ENGINEER OF RECORD SHALL BE NOTIFIED.
2. SWALES WITHIN AREAS OF MASS GRADING SHALL BE SCARIFIED A MINIMUM OF 24 INCHES PRIOR TO SHAPING, AND AFTER INSTALLATION OF CURB AND GUTTER.
3. ALL DISTURBED AREAS SHALL RECEIVE A MINIMUM 1-INCH DRESSING OF TOP SOIL AND BE HYDRO SEEDED OR SODDED, AS INDICATED ON THE PLANS. SEEDED AREAS WILL NOT BE ACCEPTED UNTIL THE SEED HAS GERMINATED, AND THE GRASS IS THOROUGHLY ESTABLISHED. SODDED AREAS WILL NOT BE ACCEPTED UNTIL THE ROOTS HAVE TAKEN HOLD, AND THE GRASS HAS RECEIVED TWO CUTTINGS.
4. CARE SHALL BE TAKEN TO PREVENT COMPACTION OF THE SUB-GRADE IN THE GRASS INFILTRATION AREAS OF SWALES. IN THE EVENT THE SUB-GRADE SHOULD BE COMPACTED OR INSUFFICIENT PERCOLATION IS OBSERVED, TESTING OF THE SUB-GRADE MAY BE REQUIRED AT THE DISCRETION OF THE CITY ENGINEER. IF A SUFFICIENT PERCOLATION IS NOT OBSERVED, THE SUB-GRADE MUST BE REMOVED AND REPLACED, OR SCARIFIED TO A MINIMUM DEPTH OF 24" AND RETESTED.
5. TOPSOIL PLACED WITHIN THE SWALES SHALL BE FREE DRAINING, AND PLACED AT A DEPTH GREATER THAN 1-INCH AND LESS THAN 3-INCHES. AT CONCRETE SPILLWAYS, FINISHED TOP SOIL SHALL BE KEPT 1"-2" BELOW THE FINISHED CONCRETE SURFACE. TO PREVENT COMPACTION OF THE SUB-GRADE AND TOPSOIL, WHEELED EQUIPMENT SHOULD NOT BE USED WITHIN THE SWALE AREA. THE MINIMUM PERCOLATION RATE THROUGH A CONSTRUCTED SWALE SHALL MEET DESIGN REQUIREMENTS. TESTING OF PERCOLATION RATES THROUGH A CONSTRUCTED SWALE MAY BE REQUIRED AT THE DISCRETION OF THE CITY ENGINEER.
6. DRYWELLS SHALL BE INSTALLED TO THE ELEVATIONS INDICATED ON THE PLANS. THE ELEVATION OF THE DRYWELL RIM SHALL BE AT LEAST 0.2 FEET BELOW LOWEST ADJOINING CURB CUT. FINISHED TOP SOIL ADJACENT TO THE DRYWELL SHALL BE AT LEAST 2-INCHES BELOW THE DRYWELL RIM.
7. GRASS INFILTRATION AREAS SHALL BE HYDRO SEEDED WITH 50 LB. / 1,000 SQUARE FEET, CONSISTING OF A MIXTURE WITH EQUAL PORTIONS OF CANADA BLUEGRASS, CRESTED WHEATGRASS, HARD FESCUE AND SHEEP FESCUE. SEEDED AREAS SHALL BE FERTILIZED WITH A COMMERCIAL FERTILIZER PER THE MANUFACTURES SPECIFICATIONS AND MULCHED WITH "SILVA FIBER PLUS", OR APPROVED EQUAL WOOD FIBER CELLULOSE AT A RATE OF 1 TON PER ACRE.
8. ALL SEWER MAINS SHALL BE AIR TESTED IN ACCORDANCE WITH ISPWC, SECTION 501.
9. STORM SEWER PIPES AND DRYWELLS SHALL BE SEPARATED A MINIMUM OF 10 FEET HORIZONTALLY FROM DOMESTIC WATER MAINS. CROSSINGS OF WATER MAINS AND SEWER SYSTEMS SHALL HAVE A MINIMUM 18-INCH VERTICAL SEPARATION. ANY ANTICIPATED SEPARATION LESS THAN MINIMUM STANDARDS CONTAINED HEREIN, SHALL CONFORM TO THE IDAHO RULES FOR WASTE WATER, (IDAPA 58.01.16).
10. FLOOD TESTING OF ALL SWALES SHALL BE CONDUCTED PRIOR TO FINAL ACCEPTANCE IF REQUIRED BY THE CITY ENGINEER.
11. INSTALL SWALE CHECK DAM FOR SWALES EXCEEDING 1.5% SLOPE TO PROMOTE INFILTRATION, WITH A 50' MAXIMUM STATION.

STREETS:

1. ALL FILL PLACED WITHIN THE ROADWAY PRISM SHALL BE COMPACTED TO 90% OF THE MODIFIED PROCTOR, WITH THE EXCEPTION OF THE TOP 12 INCHES OF SUB-GRADE THAT SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR (ASTM D-1557).
2. PRIOR TO PLACING BASE MATERIAL, THE FOLLOWING SHALL BE COMPLETED:
3. ALL PUBLIC UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED.
4. THE ENGINEER OF RECORD SHALL CERTIFY AND PROVIDE COPIES OF COMPACTION TEST RESULTS TO THE CITY ENGINEER, FOR ALL TRENCHES AND SUB-GRADE.
5. THE LINE AND GRADE OF THE SUB-GRADE SHALL BE INSPECTED AND APPROVED.
6. PROOF-ROLL OF THE SUB-GRADE SHALL BE PERFORMED AND OBSERVED BY THE ENGINEER OF RECORD AND CITY ENGINEERING INSPECTOR.
7. OBTAIN AUTHORIZATION FROM THE ENGINEER OF RECORD AND CITY ENGINEERING INSPECTOR, TO PROCEED WITH PLACEMENT OF BASE MATERIAL. THE CITY ENGINEERING INSPECTOR SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO PLACEMENT OF BASE MATERIAL.
8. CRUSHED AGGREGATE BASE SHALL CONFORM TO THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, SECTION 802, (TYPE 1) ¾-INCH MAXIMUM AGGREGATE SIZE, AND SHALL BE COMPACTED TO THE FOLLOWING SPECIFICATIONS:
   A. ROADWAY: 95%-MODIFIED PROCTOR.
   B. CURB BASE AND DRIVEWAY APPROACHES: 92%-MODIFIED PROCTOR.
   C. SIDEWALKS OR TRAILS: 90%-MODIFIED PROCTOR.
   D. PRIOR TO PLACING ASPHALT CONCRETE, THE FOLLOWING SHALL BE COMPLETED:
   E. THE ENGINEER OF RECORD SHALL CERTIFY AND PROVIDE COMPACTION TEST RESULT FOR BASE MATERIAL TO THE CITY ENGINEER.
   F. ALL UTILITIES SHALL BE ADJUSTED TO GRADE AND THICKENED COLLARS INSTALLED.
9. OBTAIN AUTHORIZATION FROM THE ENGINEER OF RECORD AND CITY ENGINEER TO PROCEED WITH ASPHALT PAVING. THE CITY ENGINEERING INSPECTOR SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO PLACEMENT OF ASPHALT PAVEMENT.
10. ASPHALT PAVEMENT SHALL CONFORM WITH IDAHO TRANSPORTATION DEPARTMENT (ITD) SPECIFICATIONS FOR SUPERPAVE. PAVEMENT SHALL BE SP3 PG 58-28 WITH ½" MAX AGGREGATE SIZE. PAVEMENTS WITH A SECTION OF 3" OR LESS MAY BE PLACED WITH 1 LIFT. PAVEMENTS WITH A SECTION GREATER THAN 3" SHALL BE PLACED WITH MULTIPLE LIFTS. MINIMUM LIFT THICKNESS OF 1.5" AND MAXIMUM THICKNESS OF 3".
11. NO ASPHALT SHALL BE PLACED ON WET OR FROZEN SURFACES, OR WHEN THE AIR OR GROUND TEMPERATURE IS LESS THAN 40°F. TOP COURSES OR PAVEMENT THICKNESS LESS THAN 2.5 INCHES SHALL NOT BE PLACED WHEN AIR OR GROUND TEMPERATURE IS LESS THEN 50°F, WITHOUT APPROVAL BY THE CITY ENGINEER.
12. A TACK COAT SHALL BE APPLIED TO ALL ADJACENT CURBS AND JOINTS, PRIOR TO PLACEMENT OF ASPHALTIC CONCRETE.
13. DURING PAVING OPERATIONS, THE ENGINEER OF RECORD SHALL OBSERVE PAVING OPERATIONS, AND PERFORM COMPACTION AND QUALITY CONTROL TESTING.
14. THE CITY ENGINEER MAY REQUIRE THE PAVEMENT SECTIONS SHOWN ON THE PLANS TO BE VERIFIED BY "R" VALUE TESTS TAKEN FROM EXPOSED SUB-GRADE.
15. EXTRACTION, CORING, AND GRADATION TESTS MAY BE REQUIRED AT THE DISCRETION OF THE CITY ENGINEER TO VERIFY PAVEMENT THICKNESS, COMPACTION, AND OR TO VERIFY COMPLIANCE OF MATERIALS TO SPECIFICATIONS.
16. FORMS, SUB-GRADE AND STRING-LINE INSPECTION IS REQUIRED PRIOR TO POURING CONCRETE. A MINIMUM NOTICE OF 24 HOURS IS REQUIRED PRIOR TO INSPECTION.
17. CONCRETE SHALL NOT BE PLACED ON FROZEN SURFACES, ICE OR SNOW, OR SURFACES WITH A TEMPERATURE GREATER THAN 90°F. UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, CONCRETE PLACEMENT SHALL BE DISCONTINUED WHEN AIR TEMPERATURES REACH 35°F AND FALLING.
18. CURB AND GUTTER SHALL BE CONSTRUCTED WITH FULL DEPTH CONSTRUCTION EXPANSION JOINTS ADJACENT TO CATCH BASINS, AT COLD JOINTS, AND AT ALL RETURNS. WEAKENED PLANE JOINTS ARE REQUIRED EVERY 10 FEET.
19. SIDEWALKS SHALL BE CONSTRUCTED WITH FULL DEPTH EXPANSION JOINTS EVERY 20 FEET, AT COLD JOINTS, AND ADJACENT TO STRUCTURES. WEAKENED PLANE JOINTS SHALL BE LOCATED EVERY 5 FEET. JOINTS IN THE SIDEWALK SHALL BE ALIGNED WITH CURB JOINTS, AS NEARLY AS PRACTICAL.

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and de herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.

PROFESSIONAL ENGINEER LICENSED 23237 STATE OF IDAHO JORDAN STEELE TILLETT

08/06/2025

WELCH~COMER ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

NO.	DATE	REVISION DESCRIPTION	BY

CITY OF SANDPOINT
BRIDGE STREET
SIDEWALK IMPROVEMENTS

PROJECT GENERAL NOTES

PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020CS01.DWG
DATE:	08-05-2025
SHEET NO:	

A3

N:\Civil3D Projects\44050.020\Production Drawings\44050.020CS01.dwg, 8/6/2025 12:53:06 PM, sandra, 1:2

LEGEND

- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING ECCENTRIC SANITARY SEWER MANHOLE
- EXISTING CLEANOUT
- EXISTING AIR RELEASE VALVE
- EXISTING CATCH BASIN
- EXISTING DRYWELL
- EXISTING DRYWELL
- EXISTING STORM SEWER MANHOLE
- EXISTING STORM SEWER MANHOLE
- EXISTING ECCENTRIC STORM SEWER MANHOLE
- EXISTING SPRINKLER HEAD
- EXISTING FIRE HYDRANT
- EXISTING WELL
- EXISTING YARD HYDRANT
- EXISTING WATER VALVE
- EXISTING CURB STOP
- EXISTING WATER METER
- EXISTING POST INDICATOR VALVE
- EXISTING POWER POLE
- EXISTING GUY WIRE
- EXISTING LIGHT POLE
- EXISTING POWER WARNING SIGN
- EXISTING POWER VAULT
- EXISTING TELEPHONE PEDESTAL
- EXISTING CABLE TV PEDESTAL
- EXISTING JUNCTION BOX
- EXISTING TELEPHONE VAULT
- EXISTING TELEPHONE WARNING SIGN
- EXISTING GAS METER
- EXISTING GAS VALVE
- EXISTING GAS RISER
- EXISTING GAS WARNING SIGN
- EXISTING TELEPHONE MANHOLE
- EXISTING TELEPHONE MANHOLE
- EXISTING MAILBOX
- EXISTING SIGN
- EXISTING UNKNOWN
- EXISTING SHRUB
- EXISTING TREE
- EXISTING BUILDING
- WATER LEVEL

- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED ECCENTRIC SANITARY SEWER MANHOLE
- PROPOSED CLEANOUT
- PROPOSED AIR RELEASE VALVE
- PROPOSED DRYWELL
- PROPOSED CATCH BASIN
- PROPOSED CATCH BASIN
- PROPOSED INLET CATCH BASIN
- PROPOSED STORM SEWER MANHOLE
- PROPOSED STORM SEWER MANHOLE
- PROPOSED ECCENTRIC STORM SEWER MANHOLE
- PROPOSED WATER VALVE
- PROPOSED CURB STOP
- PROPOSED FIRE HYDRANT
- PROPOSED DOWN SPOUT
- PROPOSED YARD HYDRANT
- PROPOSED BLOW OFF ASSEMBLY
- PROPOSED SINGLE WATER METER SERVICE
- PROPOSED WELL
- PROPOSED REDUCER
- PROPOSED BENDS/FITTINGS
- PROPOSED IRRIGATION BOX
- PROPOSED GAS METER
- PROPOSED GAS VALVE
- PROPOSED JUNCTION BOX
- PROPOSED GUY WIRE
- PROPOSED UTILITY POLE
- PROPOSED LIGHT
- PROPOSED LIGHT
- PROPOSED TELEPHONE PEDESTAL
- PROPOSED TV PEDESTAL
- PROPOSED SIGN
- PROPOSED MAILBOX
- OWNERSHIP DELINEATION
- DIRECTION AND SLOPE
- FOUND SURVEY MONUMENT
- SURVEY CONTROL MONUMENT
- TEST HOLE
- TYPICAL SECTION REFERENCE
- DETAIL SHEET REFERENCE

- EXISTING EASEMENT
- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- EXISTING FENCE
- EXISTING CURB
- EXISTING CURB AND GUTTER
- EXISTING DITCH
- EXISTING CENTERLINE OF ROAD
- EXISTING SHOULDER
- EXISTING EDGE OF GRAVEL OR DIRT
- EXISTING EDGE OF ASPHALT
- EXISTING CULVERT
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING SEWER STUB
- EXISTING STORM SEWER LINE
- EXISTING BURIED TELEPHONE LINE
- EXISTING OVERHEAD TELEPHONE LINE
- EXISTING BURIED POWER LINE
- EXISTING POWER LINE
- EXISTING OVERHEAD POWER LINE
- EXISTING GAS LINE
- EXISTING BURIED CABLE TV LINE
- EXISTING OVERHEAD CABLE TV LINE
- EXISTING IRRIGATION LINE
- EXISTING 5' CONTOURS
- EXISTING 1' CONTOURS
- EXISTING TREE LINE
- EXISTING TOP OF BANK
- EXISTING TOE OF BANK
- PROPOSED EASEMENT
- PROPOSED RIGHT-OF-WAY
- PROPOSED PROPERTY LINE
- SECTION LINE
- PHASE BOUNDARIES
- PROPOSED FENCE
- PROPOSED SILT FENCE
- PROPOSED CURB
- PROPOSED CURB AND GUTTER
- PROPOSED GRADE BREAK
- PROPOSED DITCH
- PROPOSED CENTERLINE OF ROAD
- PROPOSED SHOULDER
- PROPOSED EDGE OF ASPHALT
- PROPOSED CULVERT

- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SEWER STUB
- PROPOSED STORM SEWER LINE
- PROPOSED BURIED TELEPHONE LINE
- PROPOSED OVERHEAD TELEPHONE LINE
- PROPOSED BURIED POWER LINE
- PROPOSED OVERHEAD POWER LINE
- PROPOSED GAS LINE
- PROPOSED BURIED CABLE TV LINE
- PROPOSED OVERHEAD CABLE TV LINE
- PROPOSED IRRIGATION LINE
- PROPOSED SIDEWALK
- PROPOSED CURB DROP
- PROPOSED SIDEWALK UNDERDRAIN

ABBREVIATIONS

AC	ASPHALT CEMENT PAVEMENT
BOW	BOTTOM OF WALL
C1	CURVE DATA REFERENCE NUMBER
FG	FINISH GRADE ELEVATION
FL	FLOW LINE
FOC	FACE OF CURB
GIA	GRASSED INFILTRATION AREA
GRD BRK	GRADE BREAK
IE	INVERT ELEVATION
L1	LINE DATA REFERENCE NUMBER
L or LT	LEFT
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
ROW	RIGHT-OF-WAY
R or RT	RIGHT
SWR	SEWER
TA	TOP OF ASPHALT
TBC	TOP BACK OF CURB
TC	TOP CONCRETE
TFC	TOP FACE OF CURB
TOW	TOP OF WALL
WTR	WATER
XING	CROSSING

COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and d
herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.

Item # 11.

PROFESSIONAL ENGINEER LICENSED 23237 JORDAN STEELE TILLETT STATE OF IDAHO

08/06/2025

WELCH~COMER ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

NO.	DATE	REVISION DESCRIPTION	BY

CITY OF SANDPOINT
BRIDGE STREET
SIDEWALK IMPROVEMENTS

ABBREVIATIONS AND LEGEND

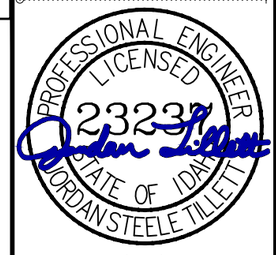
PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020CS01.DWG
DATE:	08-05-2025
SHEET NO:	

A4

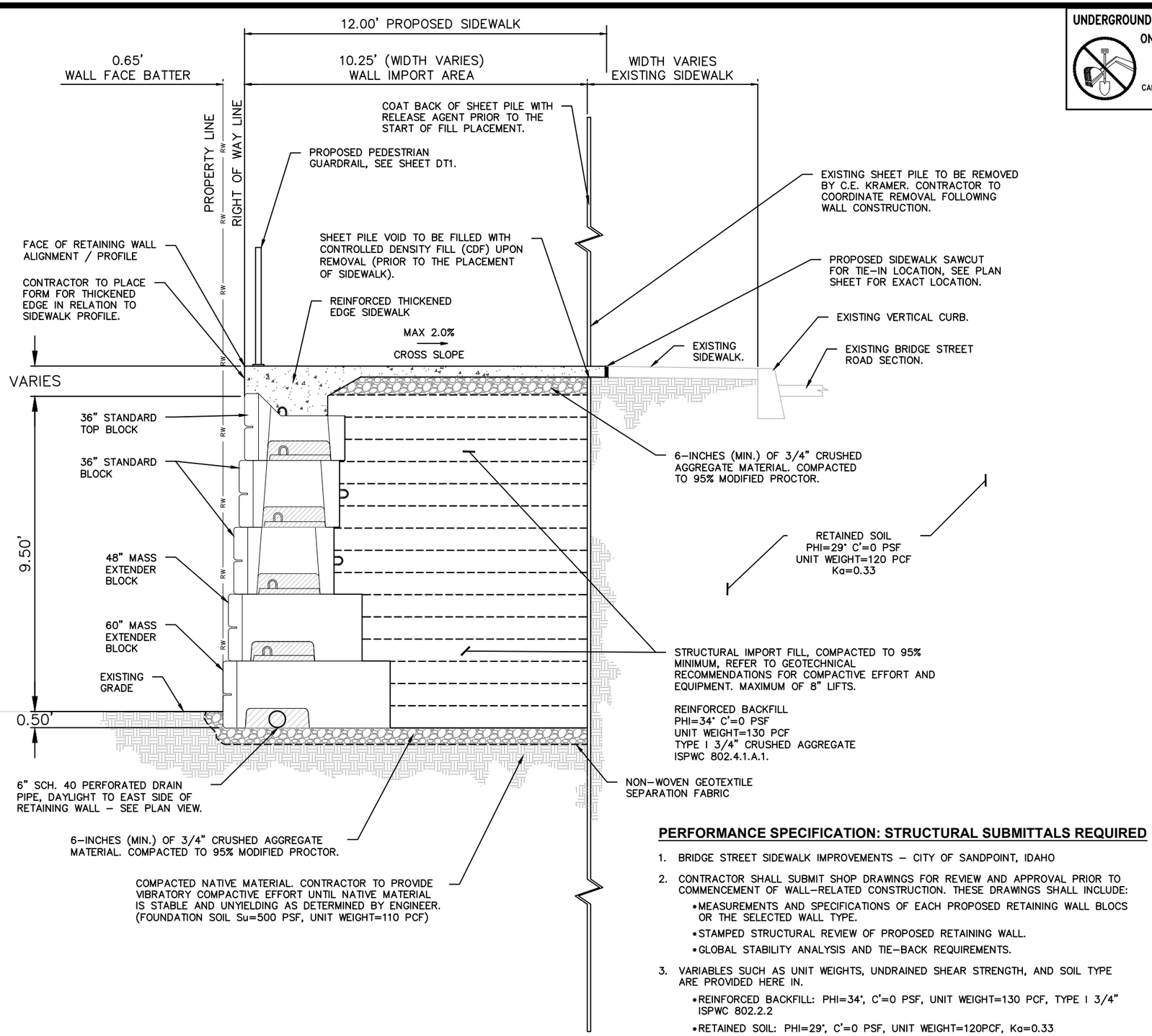
N:\Civil3D Projects\44050.020\Production Drawings\44050.020CS01.dwg, 8/6/2025 9:41:38 AM, sandra, 1:2

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and d herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.



08/06/2025



PERFORMANCE SPECIFICATION: STRUCTURAL SUBMITTALS REQUIRED

1. BRIDGE STREET SIDEWALK IMPROVEMENTS - CITY OF SANDPOINT, IDAHO
2. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WALL-RELATED CONSTRUCTION. THESE DRAWINGS SHALL INCLUDE:
   - MEASUREMENTS AND SPECIFICATIONS OF EACH PROPOSED RETAINING WALL BLOCS OR THE SELECTED WALL TYPE.
   - STAMPED STRUCTURAL REVIEW OF PROPOSED RETAINING WALL.
   - GLOBAL STABILITY ANALYSIS AND TIE-BACK REQUIREMENTS.
3. VARIABLES SUCH AS UNIT WEIGHTS, UNDRAINED SHEAR STRENGTH, AND SOIL TYPE ARE PROVIDED HERE IN.
   - REINFORCED BACKFILL: PHI=34°, C'=0 PSF, UNIT WEIGHT=130 PCF, TYPE I 3/4" ISPWC 802.2.2
   - RETAINED SOIL: PHI=29°, C'=0 PSF, UNIT WEIGHT=120PCF, Ka=0.33
   - FOUNDATION SOIL: Su=500 PSF, UNIT WEIGHT=110 PCF

1 TS1 RETAINING WALL TYPICAL SECTION

NO SCALE

WELCH~COMER ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

NO.	DATE	REVISION DESCRIPTION	BY

CITY OF SANDPOINT
BRIDGE STREET
SIDEWALK IMPROVEMENTS

RETAINING WALL TYPICAL SECTION

PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020TS01.DWG
DATE:	08-05-2025
SHEET NO:	

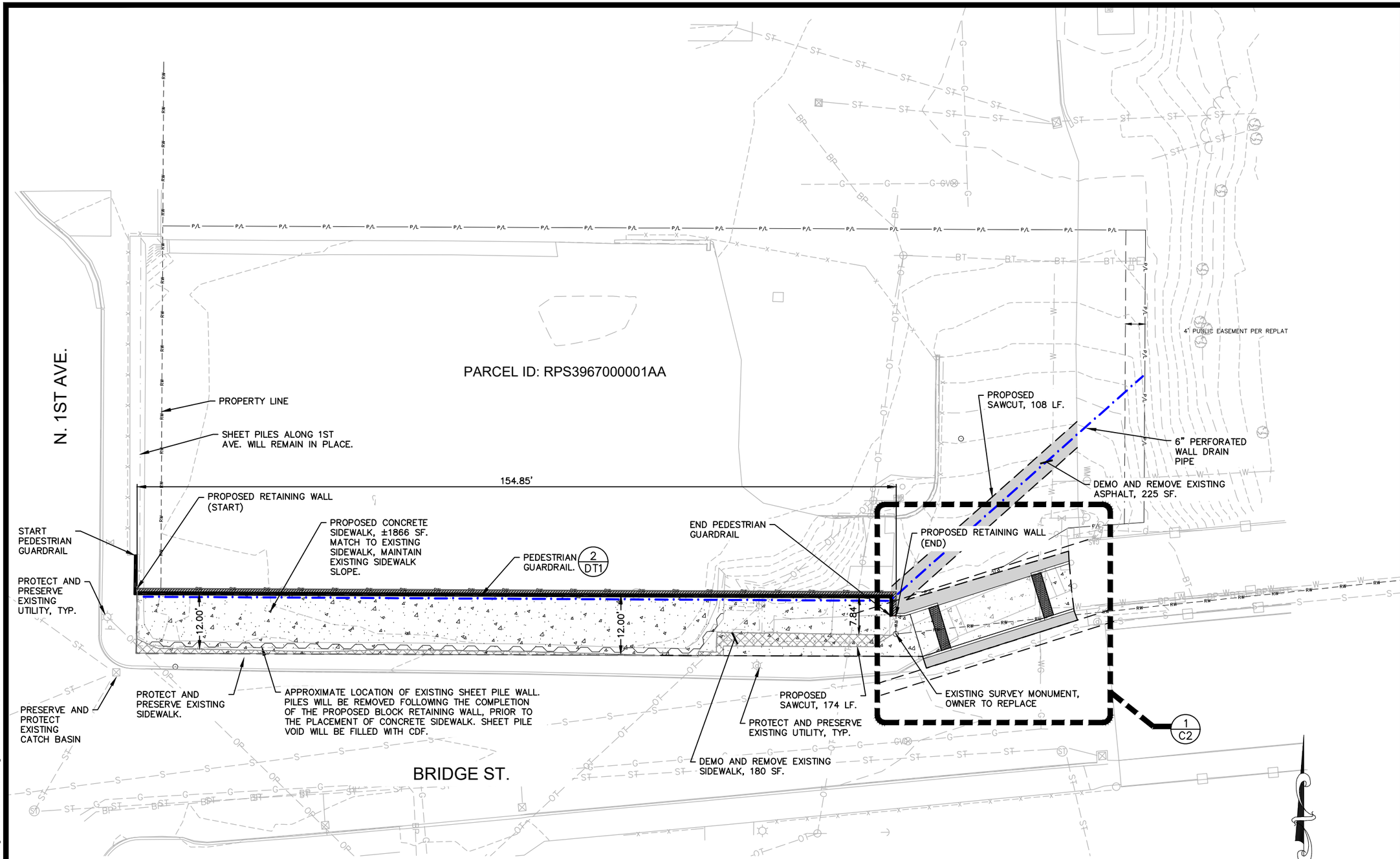
TS1

N:\Civil3D Projects\44050.020\Production Drawings\44050.020TS01.dwg, 8/6/2025 9:41:52 AM, sandra, 1:2

COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and d
herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.

PROFESSIONAL ENGINEER LICENSED 23237 JORDAN STEELE TILLETT STATE OF IDAHO

08/06/2025



NOTES:

1. ALL CONCRETE SHALL BE 3000 PSI 28-DAY STRENGTH.
2. MAINTAIN 2" MINIMUM CLEAR SPACE AROUND ALL REINFORCEMENTS.
3. ALL REBAR REINFORCEMENTS SHALL BE FREE OF CONTAMINANTS.
4. ALL REINFORCEMENTS SHALL BE A MINIMUM OF 60 KSI STEEL.

GRAPHIC SCALE

10 0 5 10 20

(IN FEET)

11x17 SCALE 1" = 20 ft.
22X34 SCALE 1" = 10 ft.

WELCH~COMER ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

NO.	DATE	REVISION DESCRIPTION	BY

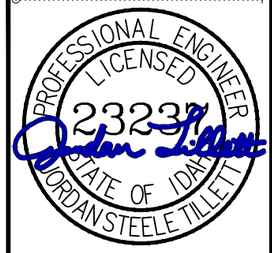
CITY OF SANDPOINT
BRIDGE STREET
SIDEWALK IMPROVEMENTS

OVERALL SITE PLAN

PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020PL01.DWG
DATE:	08-05-2025
SHEET NO:	C1

N:\Civil3D Projects\44050.020\Production Drawings\44050.020PL01.dwg, 8/6/2025 12:53:42 PM, sandra, 1:2

COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and d
herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.



08/06/2025

WELCH~COMER
ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

NO.	DATE	REVISION DESCRIPTION	BY

CITY OF SANDPOINT
BRIDGE STREET
SIDEWALK IMPROVEMENTS

ALLEY APPROACH ENLARGED VIEW

PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020PL01.DWG
DATE:	08-05-2025
SHEET NO:	C2

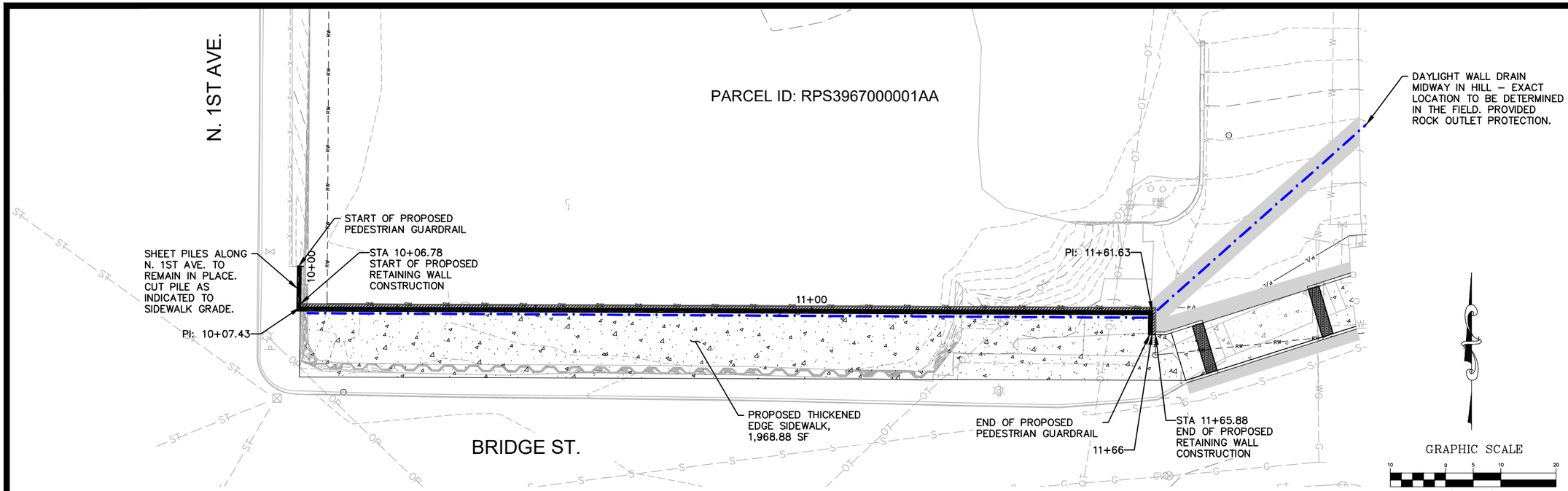
N:\Civil3D Projects\44050.020\Production Drawings\44050.020PL01.dwg, 8/6/2025 9:42:02 AM, sandra, 1:2

NORTH

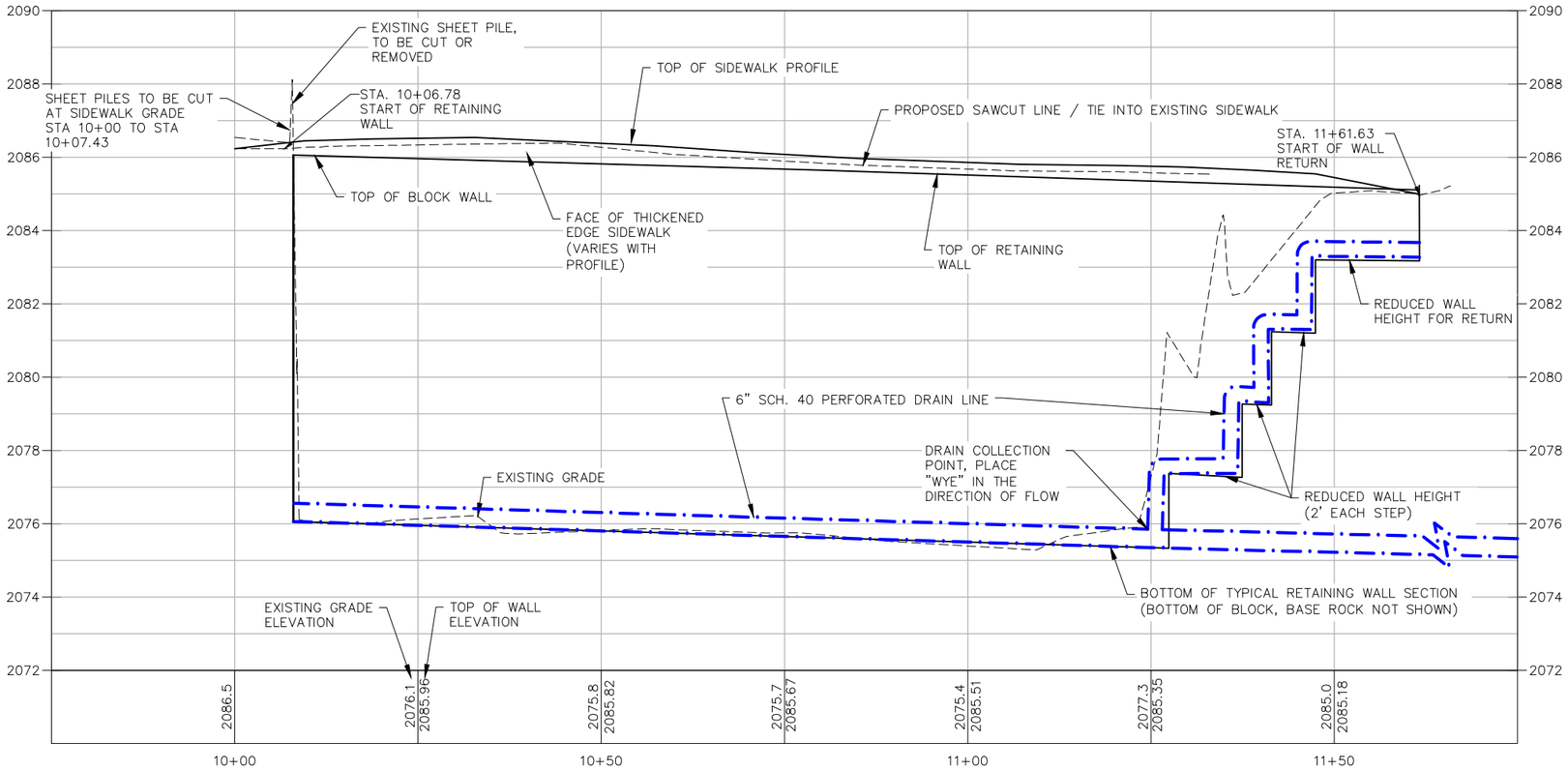
GRAPHIC SCALE
2 0 1 2 4
(IN FEET)
11x17 SCALE 1" = 4 ft.
22X34 SCALE 1" = 2 ft.

2/DT3 PATCH BACK ASPHALT
PROPOSED SAWCUT
TRENCH LIMITS (4.00')
PROPERTY LINE
CAST IRON TILES
PROPOSED CONCRETE SIDEWALK
RETAINING WALL DRAIN LINE
2/DT3 PATCH BACK ASPHALT
8.20'
2.75'
PEDESTRIAN RAMP CURB, IF NEEDED, TYPICAL BOTH SIDES 3/DT4
BOTTOM OF WALL FACE
MATCH EXISTING GRADE
1/C3 PROPOSED RETAINING WALL
TOP OF WALL FACE
1/DT2 2/DT2 PEDESTRIAN GUARDRAIL
9.00'
-1.7% FG
-0.1% FG
-0.3% FG
-1.6% FG
-5.5% FG
-7.1% FG
20.00'
32.30'
6.25'
2.00' MIN
ADA PEDESTRIAN RAMP WITH TRUNCATED DOMES, TYP BOTH SIDES 3/DT4
1/DT3 PROPOSED CONCRETE SIDEWALK
DEMO LIMIT
6.00'
FULLY DEPRESSED COMMERCIAL APPROACH SECTION 3/DT4
PROPOSED TOP OF CURB
PATCH BACK ASPHALT 2/DT3
PROPOSED SAWCUT

1/C2 ALLEY APPROACH ENLARGED VIEW
NO SCALE



1 / C3 **RETAINING WALL PLAN AND PROFILE**
NO SCALE



11X17 SCALE:
HORIZ 1" = 20', VERT 1" = 4'
22X24 SCALE:
HORIZ 1" = 10', VERT 1" = 2'

COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and d
herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.

PROFESSIONAL ENGINEER LICENSED 23237 STATE OF IDAHO JORDAN STEELE TILLETT

08/06/2025

WELCH~COMER ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

NO.	DATE	REVISION DESCRIPTION	BY

CITY OF SANDPOINT
BRIDGE STREET
SIDEWALK IMPROVEMENTS

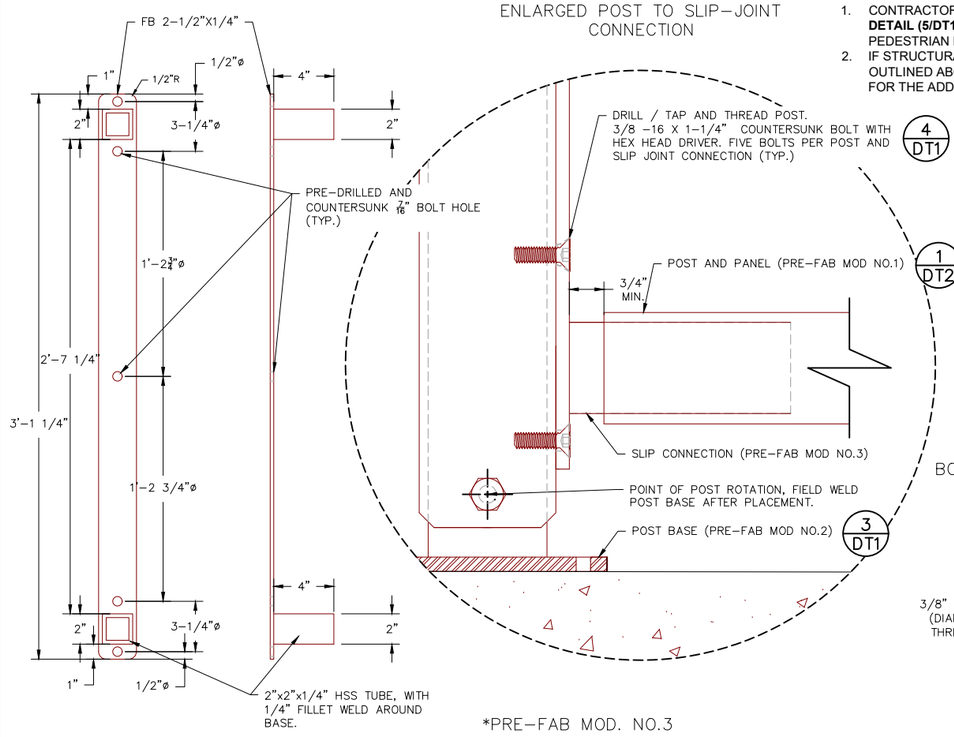
RETAINING WALL
PLAN AND PROFILE

PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020PL02.DWG
DATE:	08-05-2025
SHEET NO:	C3

N:\Civil3D Projects\44050.020\Production Drawings\44050.020PL02.dwg, 8/6/2025 12:54:40 PM, sandra, 1:2

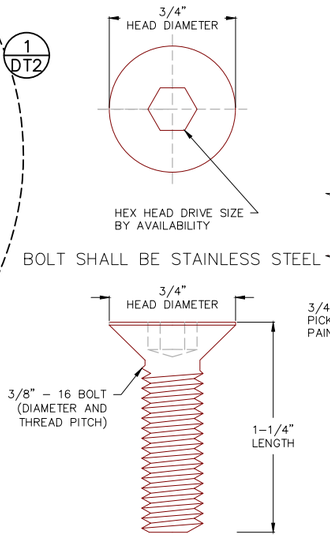
GENERAL NOTES:

1. CONTRACTOR TO SUBMIT APPROVED STRUCTURAL REVIEW OF **POST BASE CONNECTION DETAIL (5/DT1)** VERIFYING COMPLIANCE WITH IBC/OSHA SAFETY REQUIREMENTS FOR PEDESTRIAN RAIL. (50 PLF TOP RAIL, 200 LBS AT ANY POINT)
2. IF STRUCTURAL MODIFICATIONS ARE REQUIRED TO MEET LOADING REQUIREMENTS OUTLINED ABOVE, CONTRACTOR WILL SUBMIT A CHANGE ORDER INCLUDING COST +15% FOR THE ADDITIONAL FABRICATION AND MATERIALS.

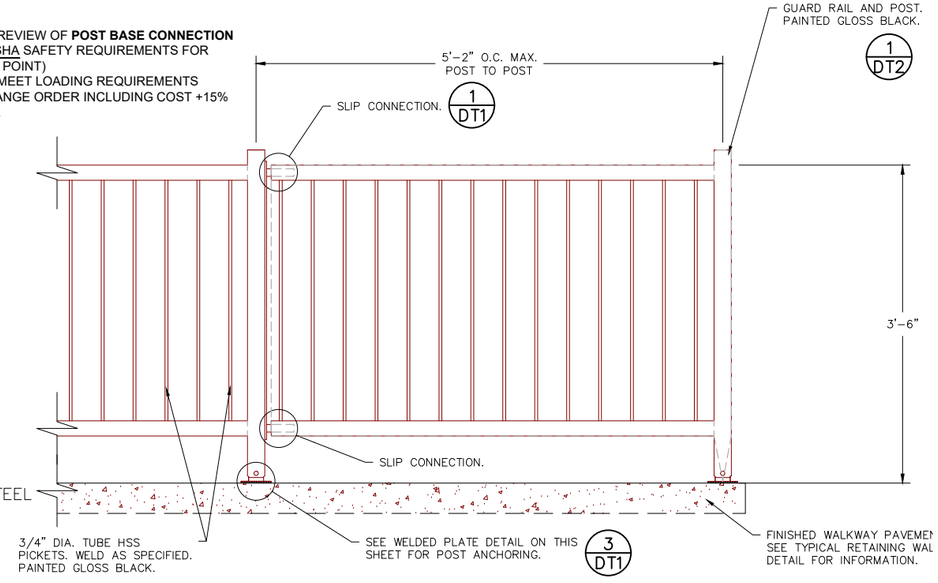


*PRE-FAB MOD. NO.3

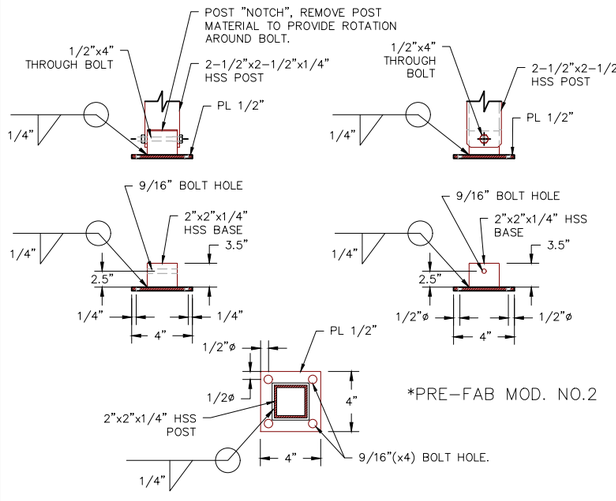
1 DT1 GUARDRAIL SLIP CONNECTION DETAIL
NO SCALE



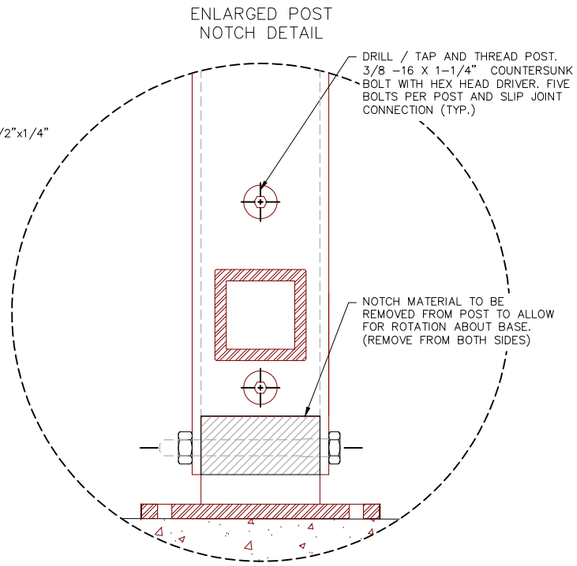
4 DT1 SLIP CONNECTION BOLT DETAIL
NO SCALE



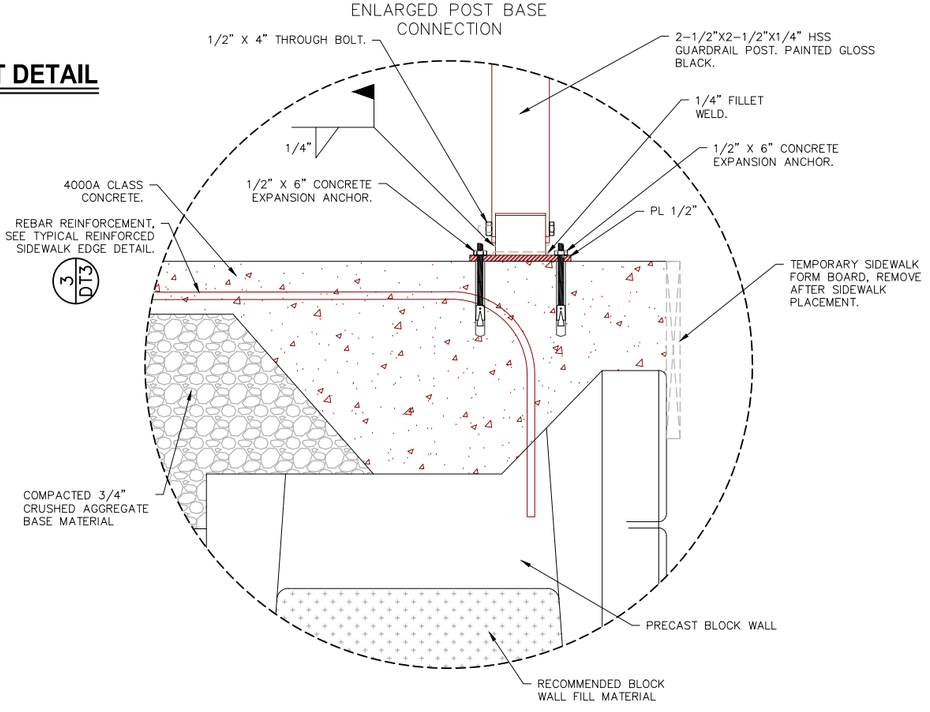
2 DT1 OVERALL PEDESTRIAN GUARDRAIL DETAIL
NO SCALE



*PRE-FAB MOD. NO.2



3 DT1 ADJUSTABLE POST BASE DETAIL
NO SCALE



5 DT1 POST BASE CONNECTION DETAIL
NO SCALE

COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and de herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.

PROFESSIONAL ENGINEER LICENSED 23237 JORDAN STEELE TILLETT STATE OF IDAHO

08/06/2025

WELCH~COMER ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

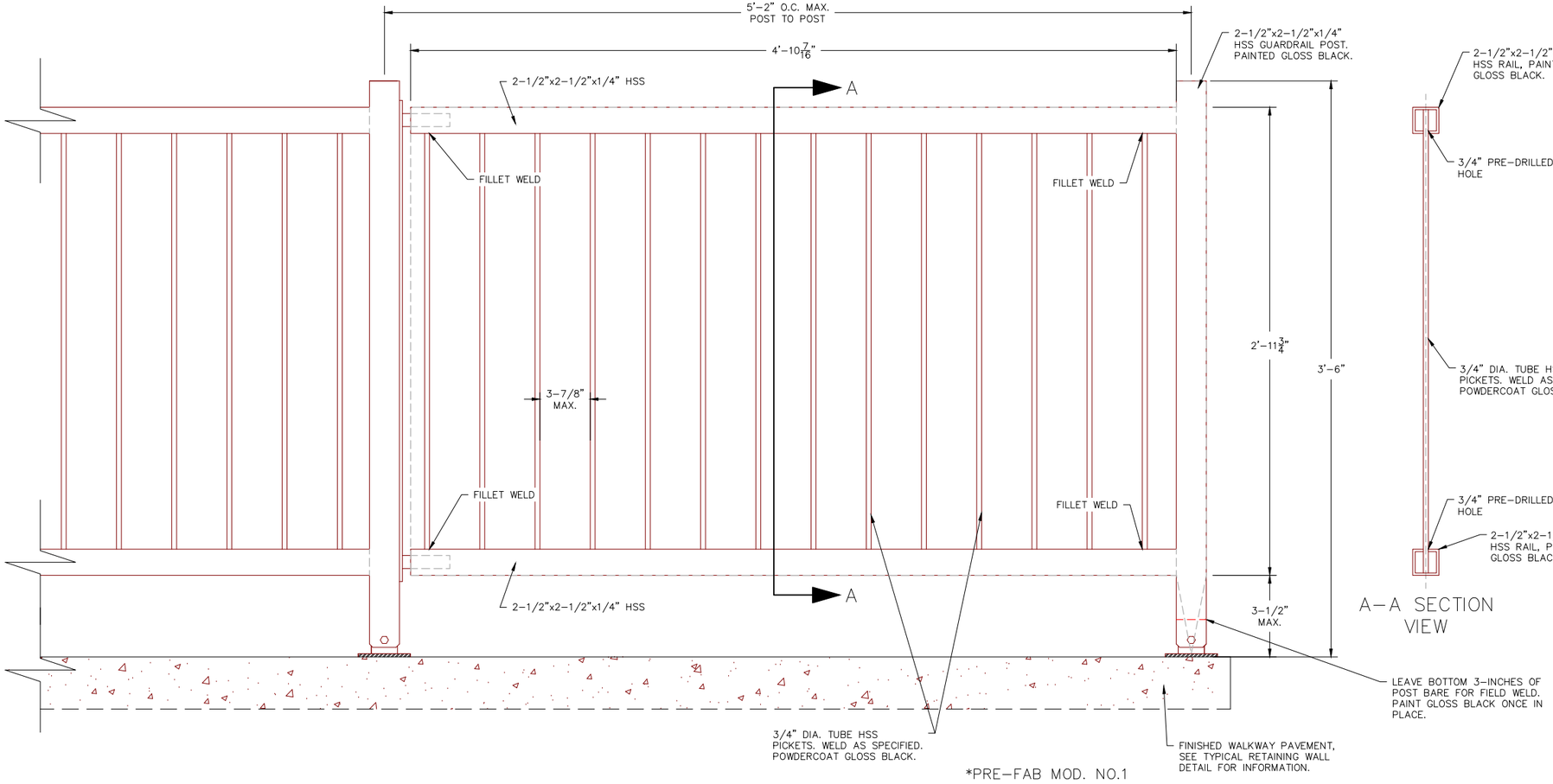
NO.	DATE	REVISION DESCRIPTION	BY

CITY OF SANDPOINT
BRIDGE STREET
SIDEWALK IMPROVEMENTS

CIVIL DETAILS

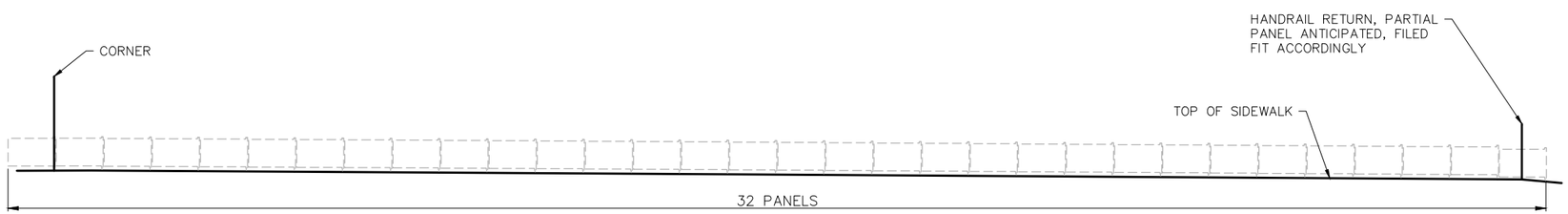
PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020DT01.DWG
DATE:	08-05-2025
SHEET NO:	DT1

N:\Civil3D Projects\44050.020\Production Drawings\44050.020DT01.dwg, 8/6/2025 9:42:20 AM, sandra, 1:2



1 DT2 GUARDRAIL POST AND PANEL DETAIL

NO SCALE



2 DT2 PROJECTED GUARDRAIL PROFILE DETAIL

NO SCALE

COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and de
herein, as an instrument of professional service, is the
property of Welch~Comer & Associates, Inc., and is
not to be used in whole or in part for any other project
without the written authorization of Welch~Comer &
Associates, Inc.

PROFESSIONAL ENGINEER
LICENSED
23237
STATE OF IDAHO
JORDAN STEELE TILLETT

08/06/2025

WELCH~COMER
ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

NO.	DATE	REVISION DESCRIPTION	BY

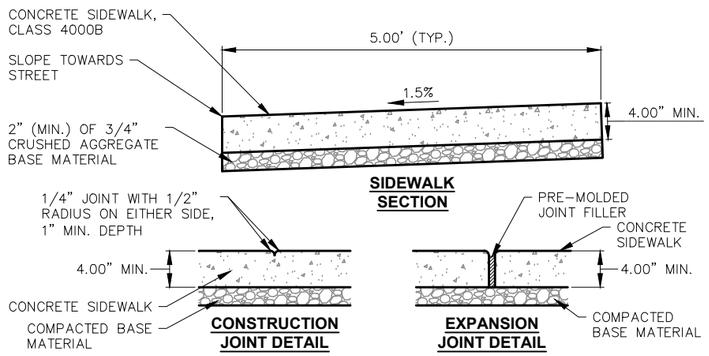
CITY OF SANDPOINT
BRIDGE STREET
SIDEWALK IMPROVEMENTS

CIVIL DETAILS

PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020DT01.DWG
DATE:	08-05-2025
SHEET NO:	

DT2

N:\Civil3D Projects\44050.020\Production Drawings\44050.020DT01.dwg, 8/6/2025 9:42:22 AM, sandra, 1:2

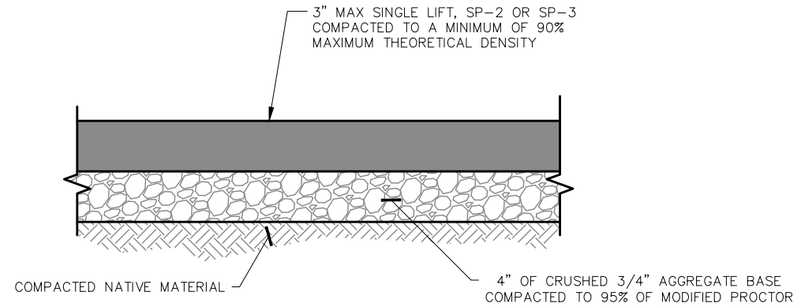


NOTES:

1. ALL 3/4" BASE MATERIAL SHALL TO BE COMPACTED TO A MINIMUM OF 90% MODIFIED PROCTOR.
2. SLOPE SIDEWALK TOWARD STREET IF NOT OTHERWISE SPECIFIED.
3. CROSS SLOPE SHALL NOT EXCEED ±0.5%, UNLESS OTHERWISE SPECIFIED BY ENGINEER.
4. SCORE AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5' SPACING
5. EXPANSION JOINTS SHALL NOT EXCEED 15'
6. EXPANSION JOINT ARE REQUIRED WHEN CONNECTING TO EXISTING CONCRETE SIDEWALK
7. 28-DAY CONCRETE COMPRESSIVE STRENGTH 4000 PSI MIN.
8. MATERIALS AND CONSTRUCTION ACCORDING TO ISPWC SPECIFICATIONS

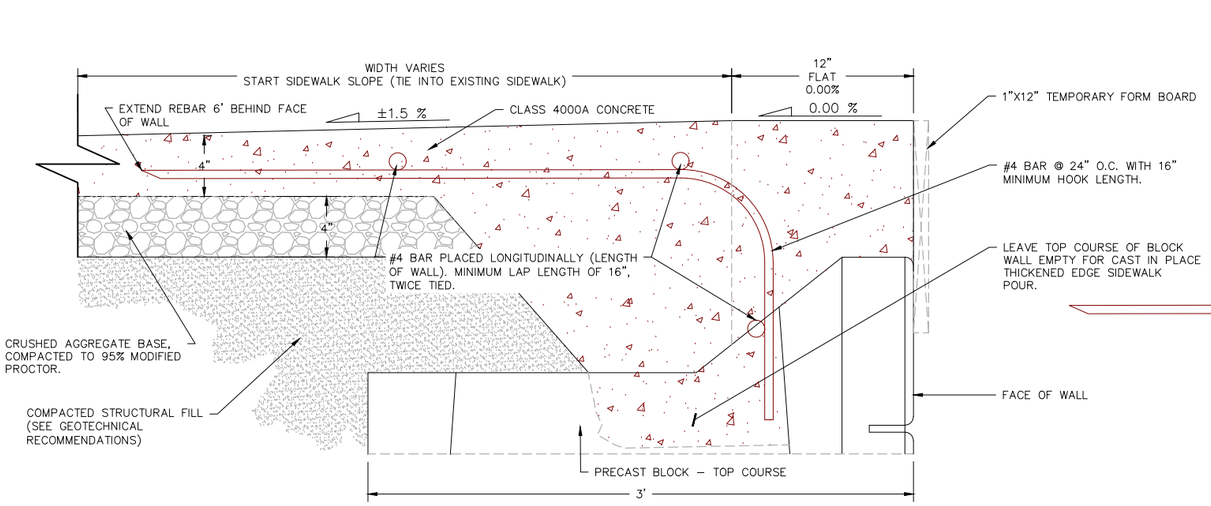
1 DT3 TYPICAL CONCRETE SIDEWALK DETAIL

NO SCALE



2 DT3 ASPHALT PATCH DETAIL

NO SCALE



3 DT3 REINFORCED SIDEWALK DETAIL

NO SCALE

COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and d herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.

PROFESSIONAL ENGINEER LICENSED 23237 JORDAN STEELE TILLETT STATE OF IDAHO

08/06/2025

WELCH~COMER ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

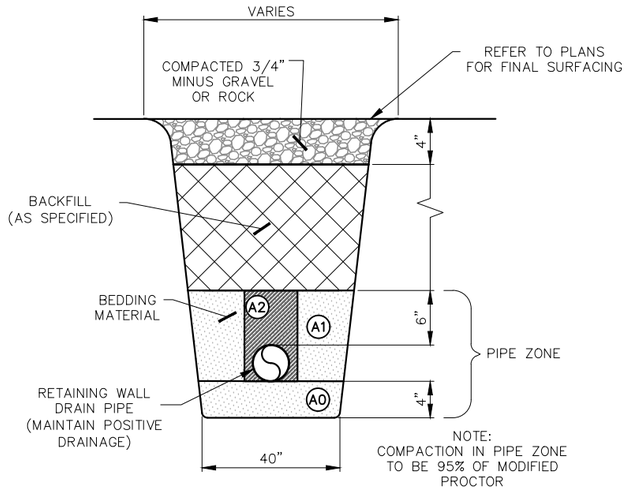
NO.	DATE	REVISION DESCRIPTION	BY

CITY OF SANDPOINT
BRIDGE STREET
SIDEWALK IMPROVEMENTS

CIVIL DETAILS

PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020DT01.DWG
DATE:	08-05-2025
SHEET NO:	DT3

N:\Civil3D Projects\44050.020\Production Drawings\44050.020DT01.dwg, 8/6/2025 9:42:24 AM, sandra, 1:2

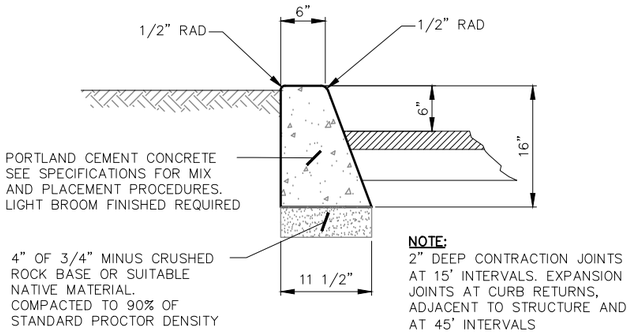


GENERAL NOTES:

AREA 0 - COMPACTED TO MINIMUM 92% OF MODIFIED PROCTOR
AREA 1 - COMPACTED TO MINIMUM 95% OF MODIFIED PROCTOR
AREA 2 - UTILIZE STATIC COMPACTION EFFORTS OVER PIPE

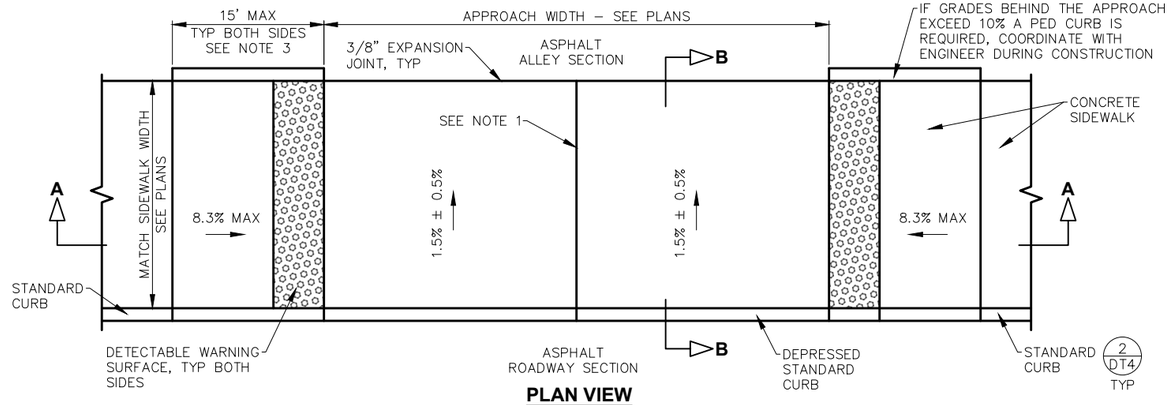
1/DT4 STORM PIPE TRENCH DETAIL

NO SCALE

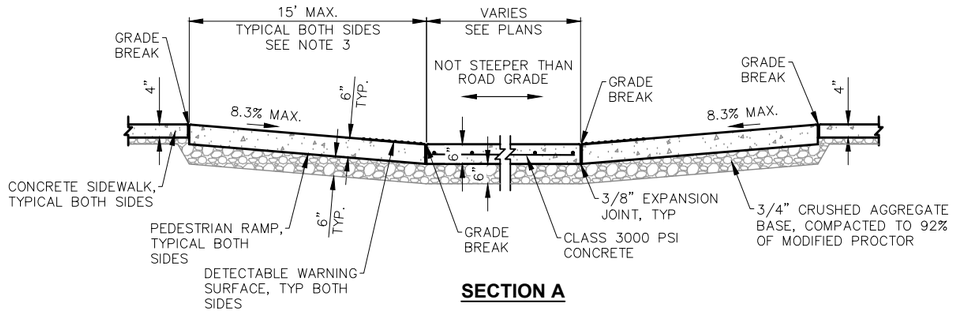


2/DT4 STANDARD STRAIGHT CONCRETE CURB DETAIL

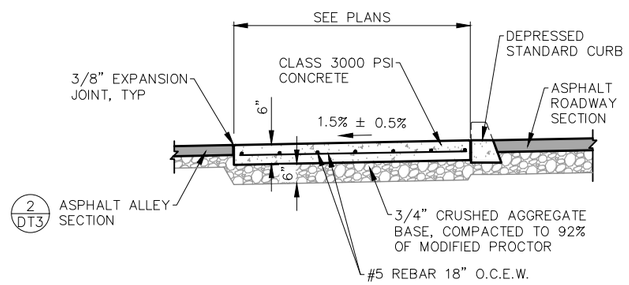
NO SCALE



PLAN VIEW



SECTION A



SECTION B

NOTES:

1. WHEN THE DRIVEWAY WIDTH EXCEEDS 15 FEET, CONSTRUCT A FULL DEPTH EXPANSION JOINT WITH 3/8" JOINT FILLER ALONG THE DRIVEWAY CENTERLINE.CONSTRUCT EXPANSION JOINTS PARALLEL WITH THE CENTERLINE AS REQUIRED AT 15 FEET MAXIMUM SPACING WHEN DRIVEWAY WIDTHS EXCEED 30 FEET. SEE DETAIL 1, SHEET DT3.
2. WHERE "GRADE BREAK" IS CALLED OUT, THE ENTIRE LENGTH OF THE LINE BETWEEN THE TWO ADJACENT SURFACE PLANES SHALL BE FLUSH.
3. THE CURB RAMP MAXIMUM RUNNING SLOPE SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15 FEET TO AVOID CHASING THE SLOPE INDEFINITELY WHEN CONNECTING TO STEEP GRADES. WHEN APPLYING THE 15 FOOT MAX. LENGTH, THE RUNNING SLOPE OF THE CURB RAMP SHALL BE AS FLAT AS FEASIBLE.

3/DT4 FULLY DEPRESSED COMMERCIAL APPROACH AND PEDESTRIAN RAMP DETAIL

NO SCALE

COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and d
herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.

Item # 11.

PROFESSIONAL ENGINEER LICENSED 23237 JORDAN STEELE TILLETT STATE OF IDAHO

08/06/2025

WELCH~COMER ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

NO.	DATE	REVISION DESCRIPTION	BY

CITY OF SANDPOINT
BRIDGE STREET
SIDEWALK IMPROVEMENTS

CIVIL DETAILS

PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020DT01.DWG
DATE:	08-05-2025
SHEET NO:	

DT4

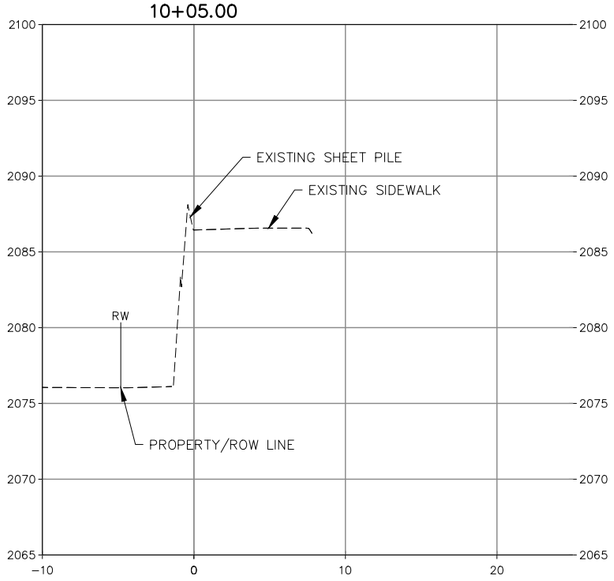
N:\Civil3D Projects\44050.020\Production Drawings\44050.020DT01.dwg, 8/6/2025 9:42:26 AM, sandra, 1:2

GENERAL NOTES

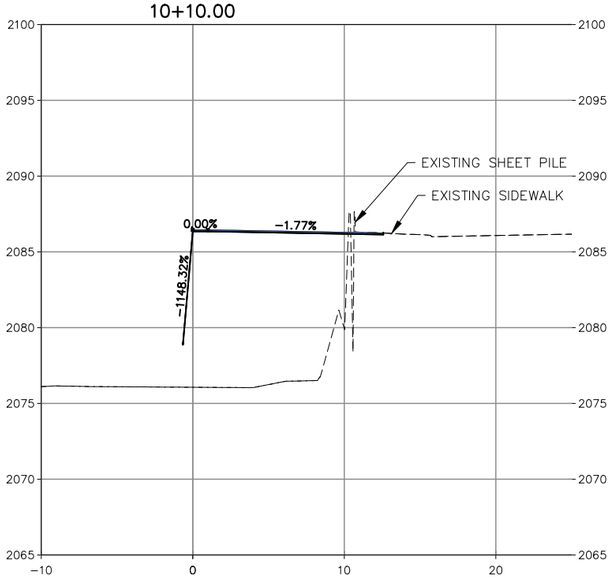
1. PROPOSED SITE IMPROVEMENTS AND RELATED GRADING WILL EXTEND TO THE RIGHT-OF-WAY.

2. THE CROSS-SECTIONS PROVIDED ARE BASED ON THE BEST AVAILABLE INFORMATION, AND ARE INTENDED TO BE USED FOR REFERENCE PURPOSES ONLY. THEY SHOULD NOT BE CONSIDERED AN EXACT REPRESENTATION OF PROJECT CONDITIONS.

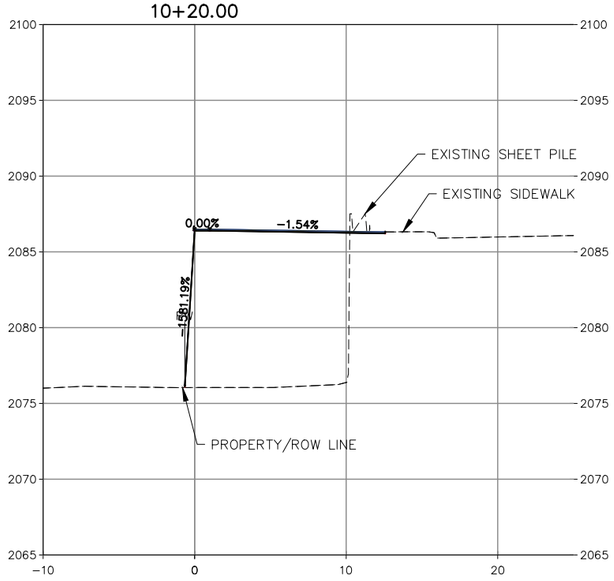
10+05.00



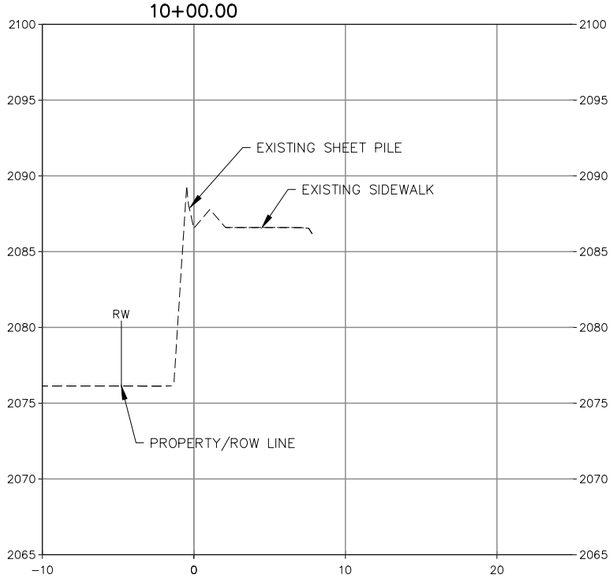
10+10.00



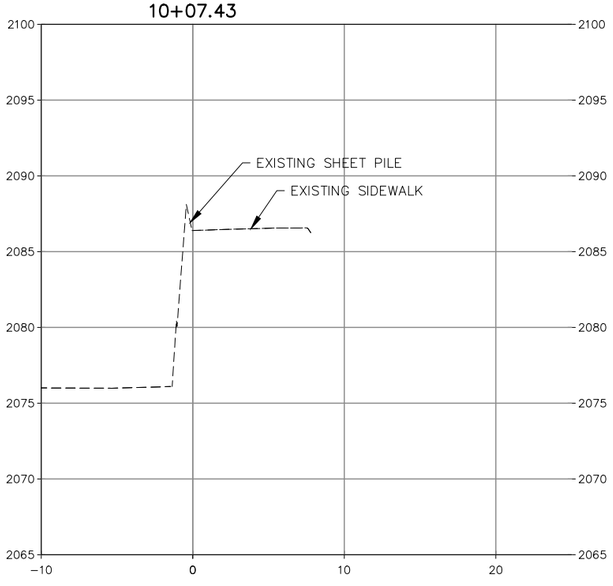
10+20.00



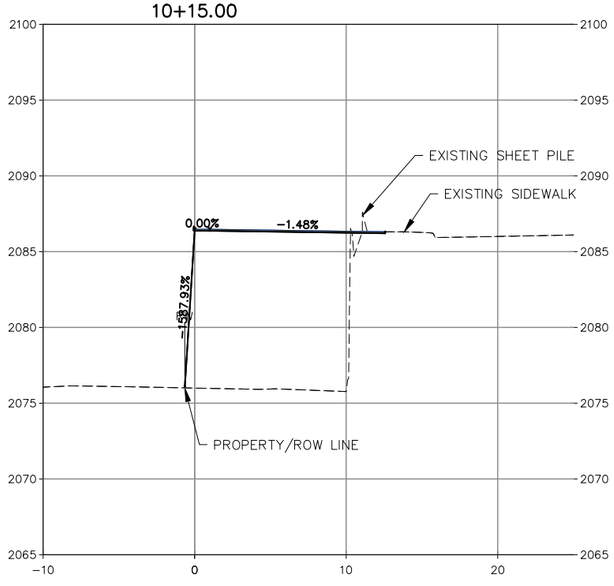
10+00.00



10+07.43



10+15.00



COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and de
herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.

WELCH-COMER ENGINEERS | SURVEYORS
www.welchcomer.com 208-664-9382
330 E. Lakeside Ave, Suite 101 (toll free) 877-815-5672
Coeur d'Alene, ID 83814 (fax) 208-664-5946

NO.	DATE	REVISION DESCRIPTION	BY

CITY OF SANDPOINT
BRIDGE STREET
SIDEWALK IMPROVEMENTS

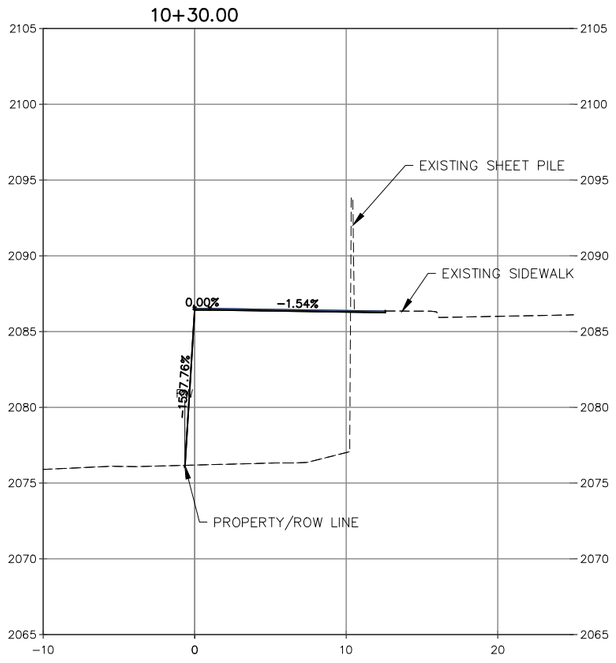
WALL CROSS SECTIONS

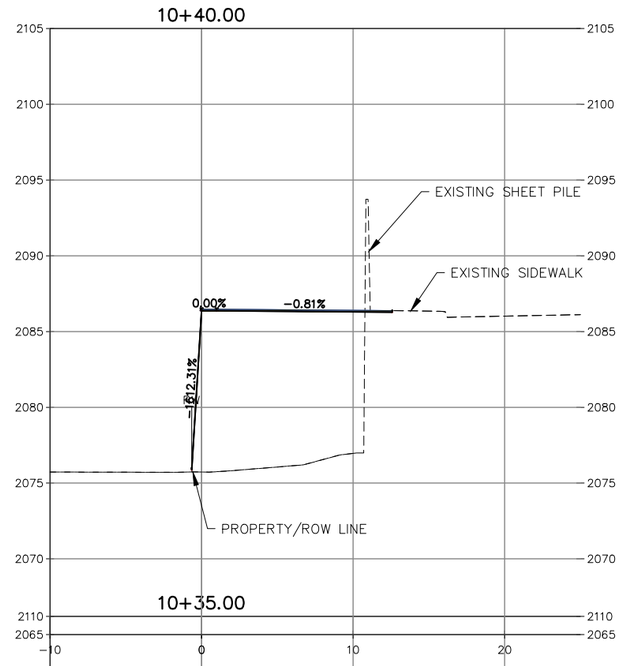
PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020XS01.DWG
DATE:	08-05-2025
SHEET NO:	

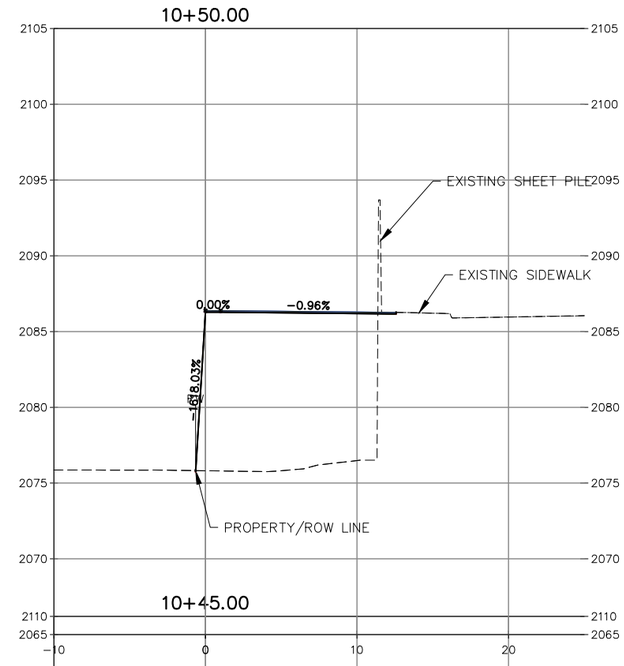
XS1

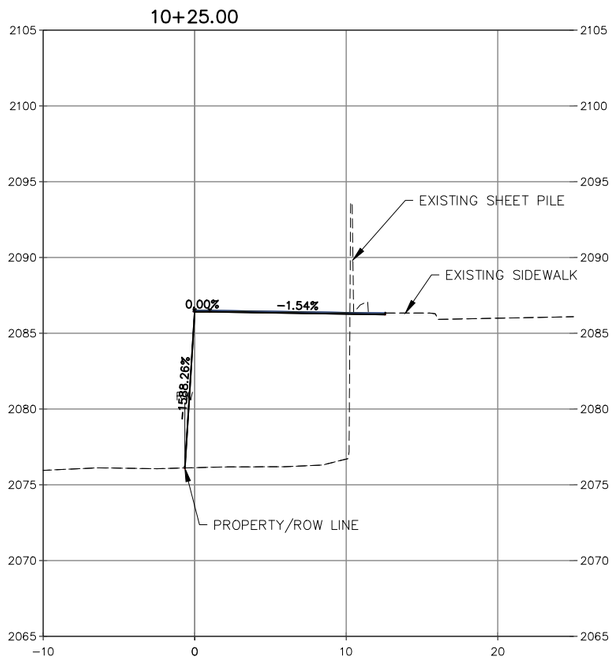
N:\Civil3D Projects\44050.020\Production Drawings\44050.020XS01.dwg, 8/6/2025 9:42:32 AM, sandra, 1:2

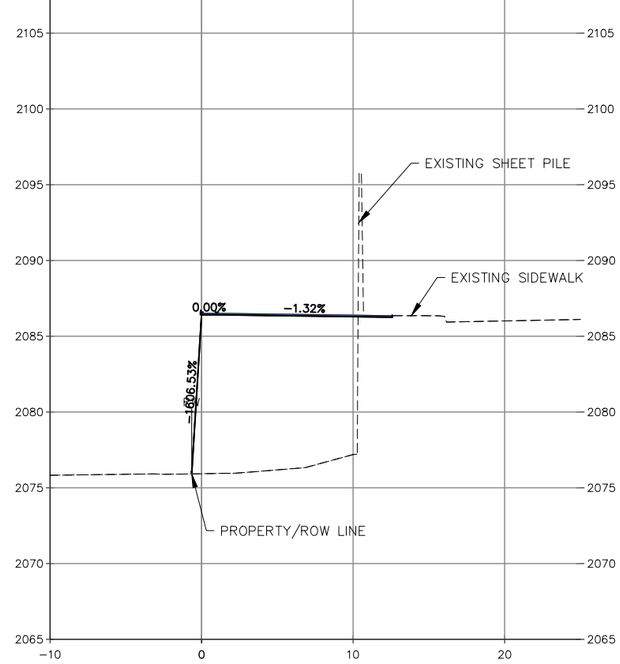
COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and de
herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.

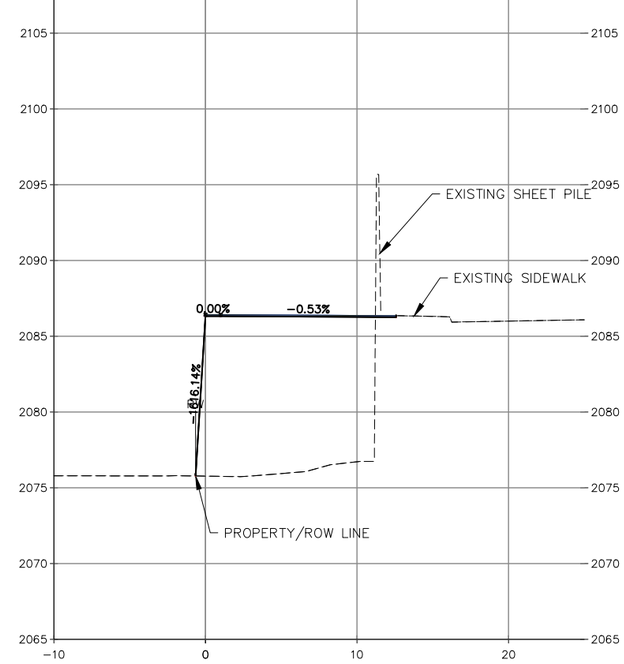












WELCH~COMER
ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

NO.	DATE	REVISION DESCRIPTION	BY

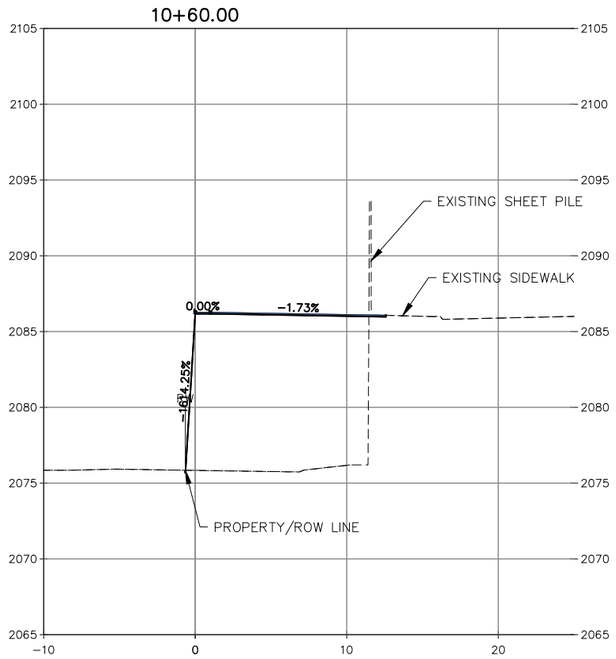
CITY OF SANDPOINT
BRIDGE STREET
SIDEWALK IMPROVEMENTS

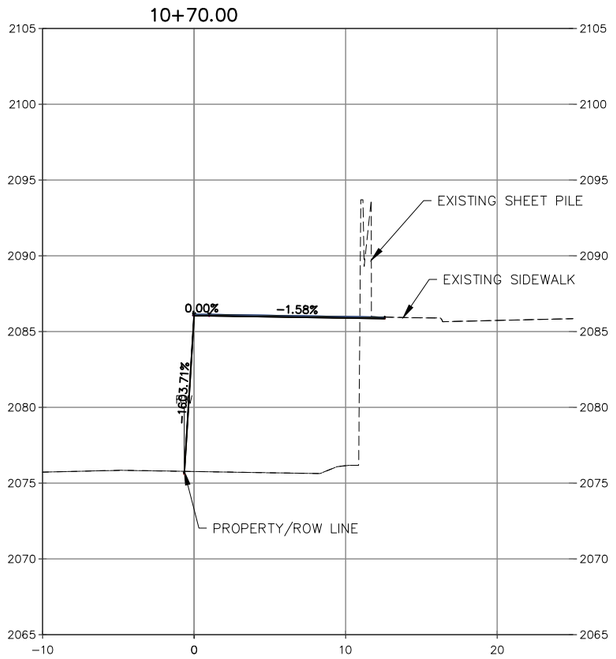
WALL CROSS SECTIONS

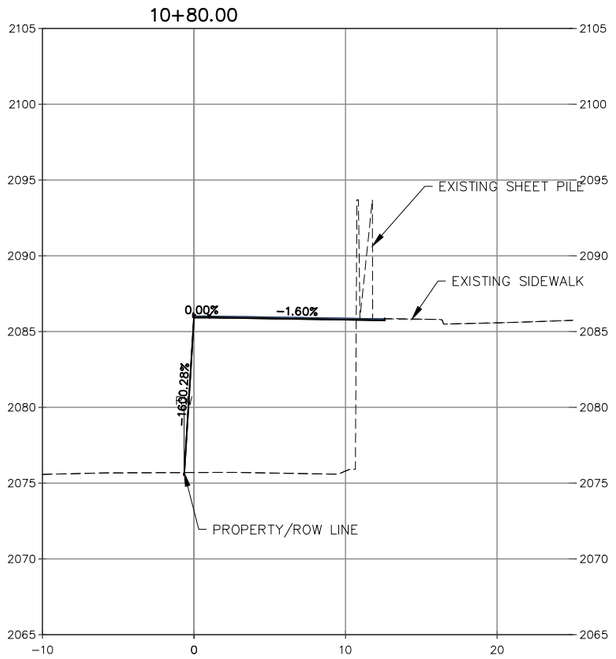
PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020XS01.DWG
DATE:	08-05-2025
SHEET NO:	XS2

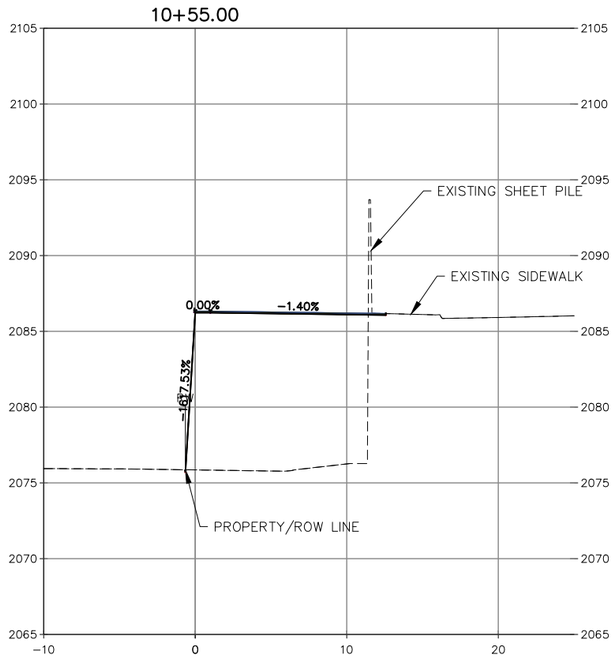
N:\Civil3D Projects\44050.020\Production Drawings\44050.020XS01.dwg, 8/6/2025 9:42:34 AM, sandra, 1:2

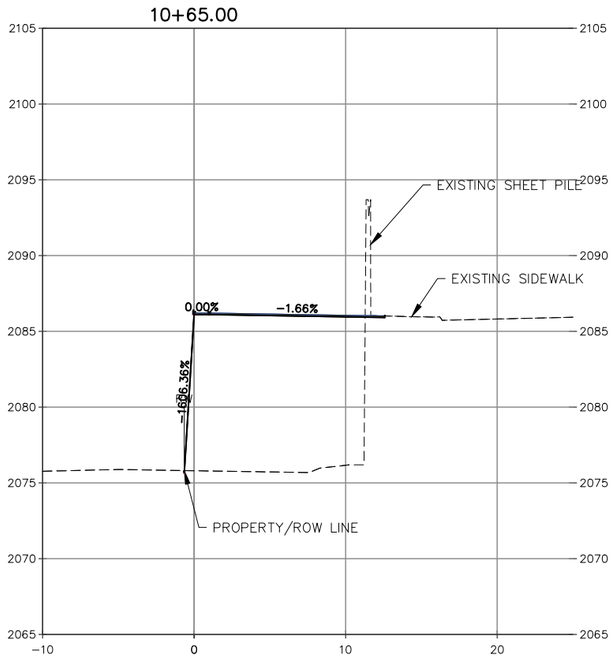
COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and de
herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.

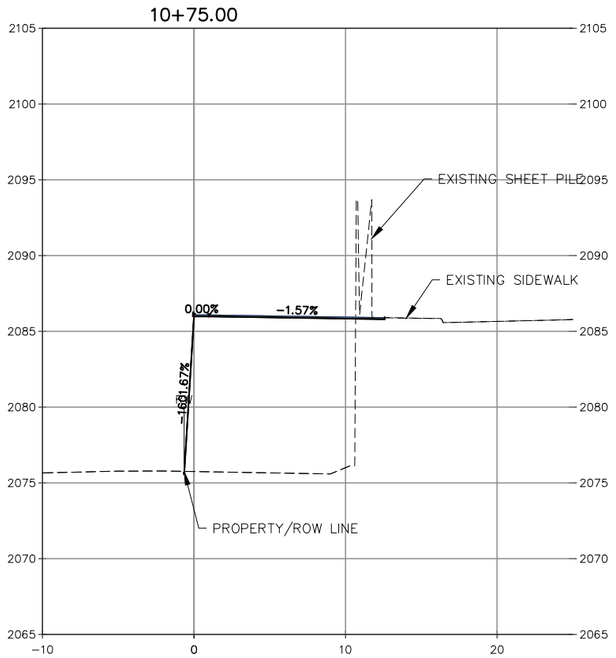












WELCH~COMER ENGINEERS | SURVEYORS
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814

NO.	DATE	REVISION DESCRIPTION	BY

CITY OF SANDPOINT
BRIDGE STREET
SIDEWALK IMPROVEMENTS

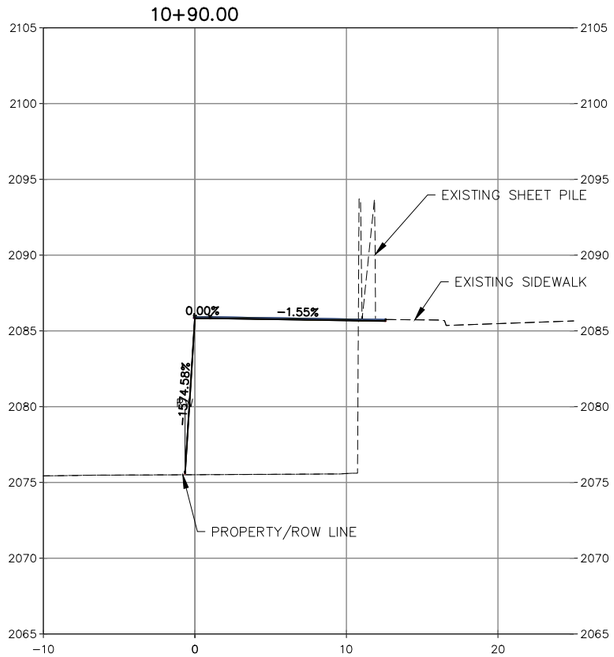
WALL CROSS SECTIONS

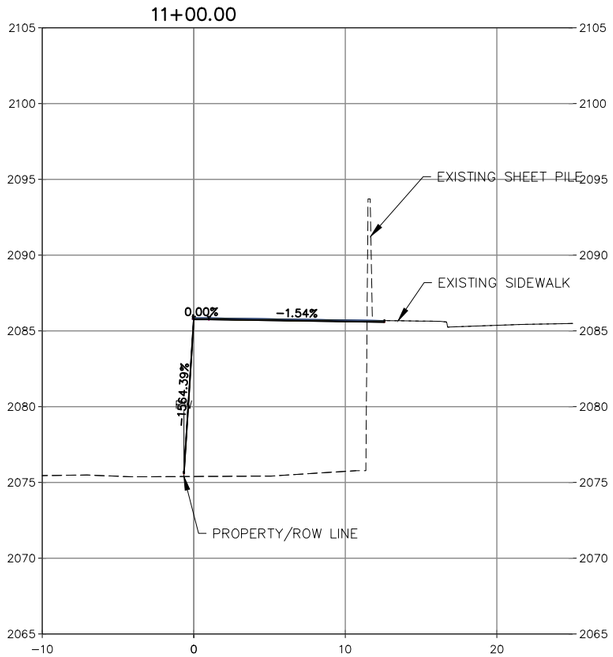
PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020XS01.DWG
DATE:	08-05-2025
SHEET NO:	

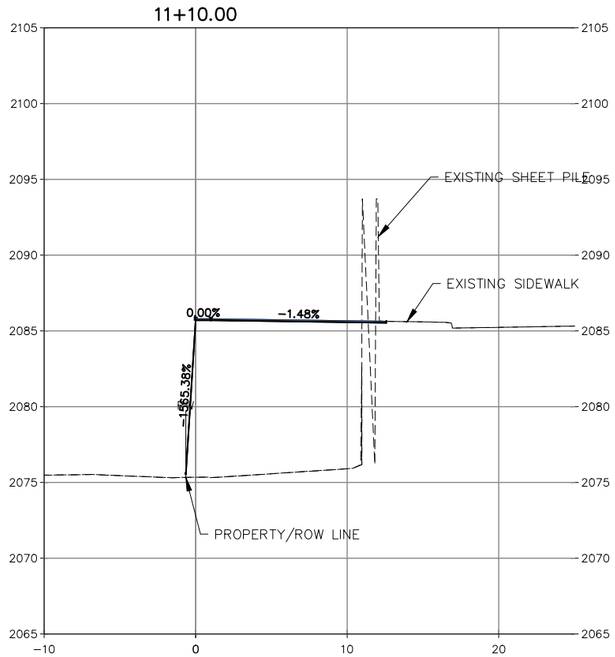
XS3

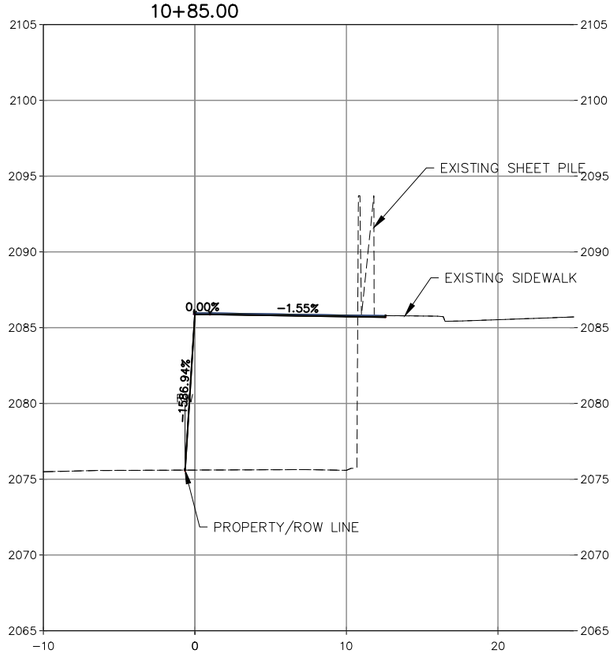
N:\Civil3D Projects\44050.020\Production Drawings\44050.020XS01.dwg, 8/6/2025 9:42:36 AM, sandra, 1:2

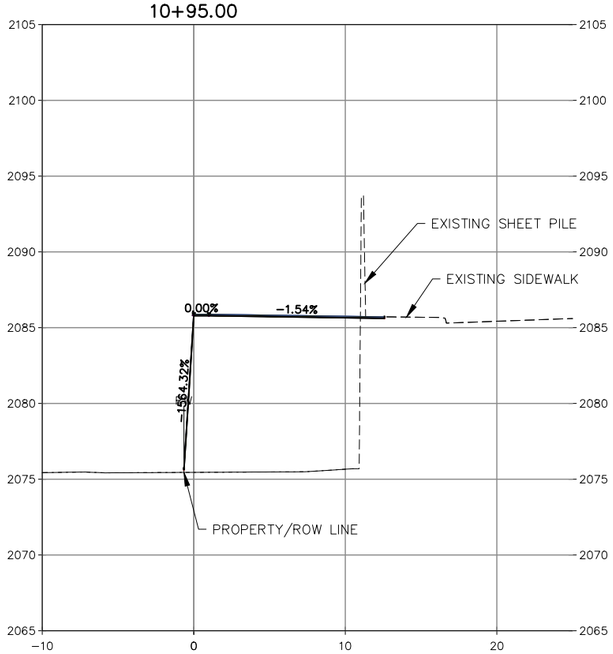
COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and de
herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.

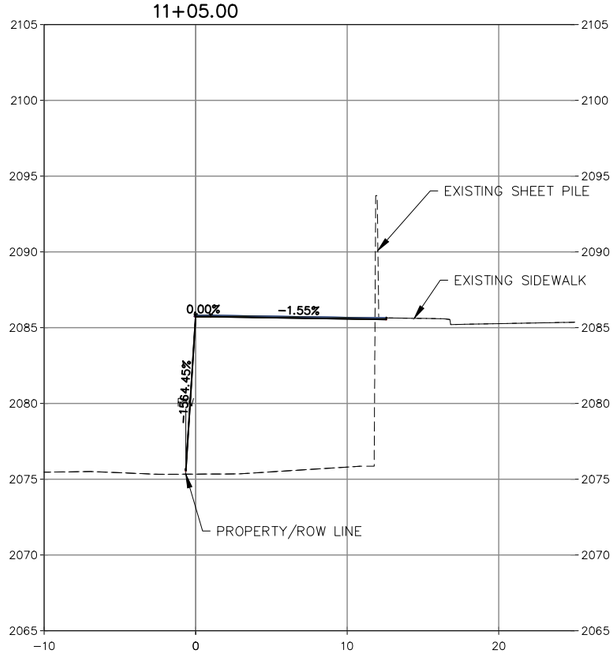












WELCH~COMER
ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

NO.	DATE	REVISION DESCRIPTION	BY

CITY OF SANDPOINT

BRIDGE STREET
SIDEWALK IMPROVEMENTS

WALL CROSS SECTIONS

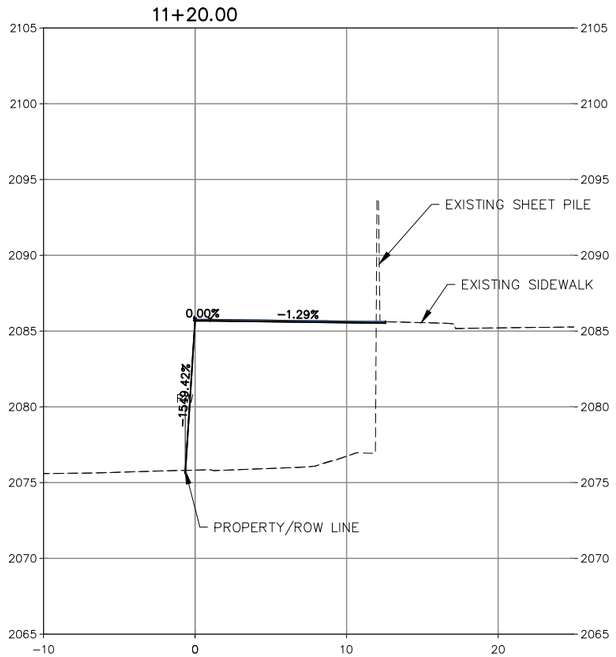
PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020XS01.DWG
DATE:	08-05-2025

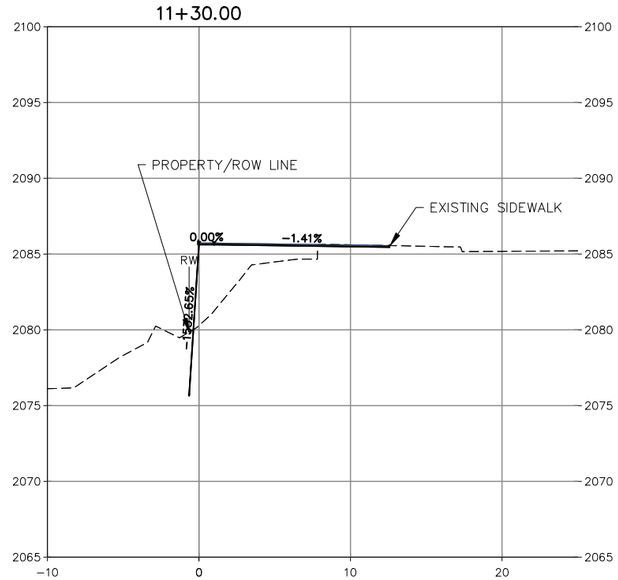
SHEET NO:

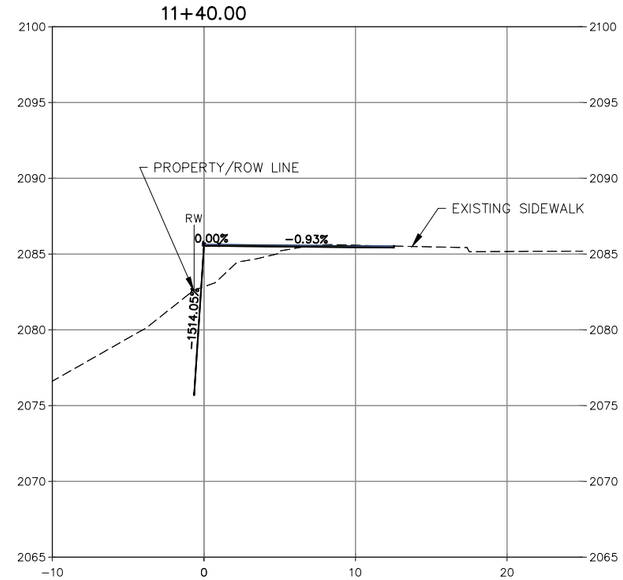
XS4

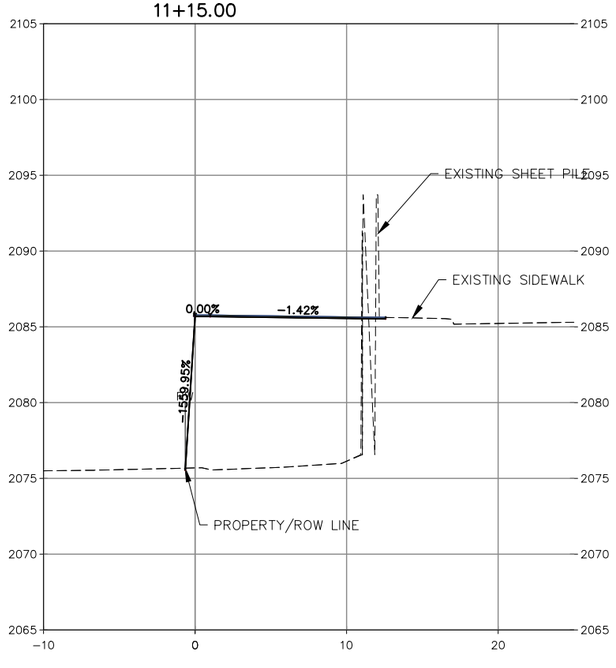
N:\Civil3D Projects\44050.020\Production Drawings\44050.020XS01.dwg, 8/6/2025 9:42:38 AM, sandra, 1:2

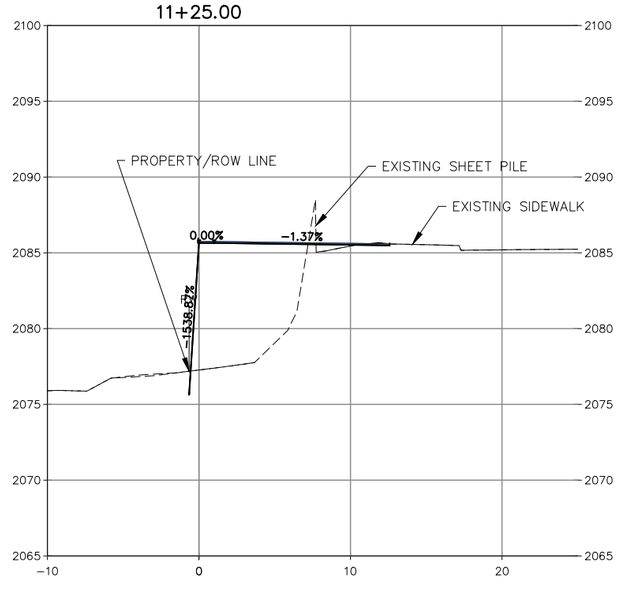
COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and de
herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.

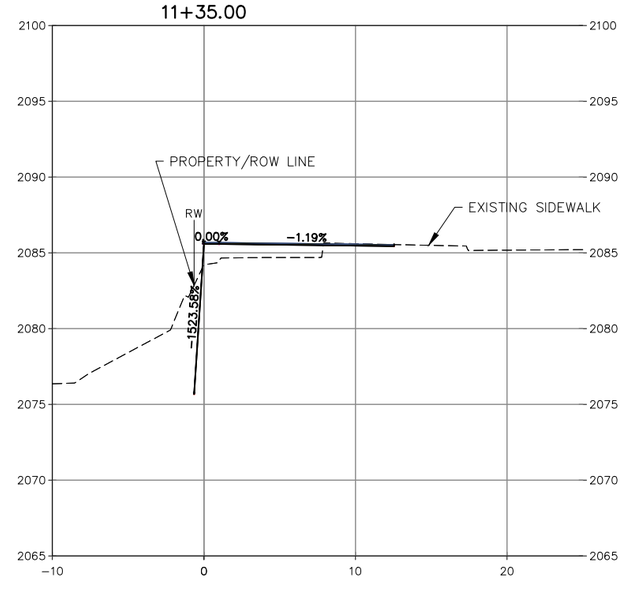












WELCH~COMER
ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

NO.	DATE	REVISION DESCRIPTION	BY

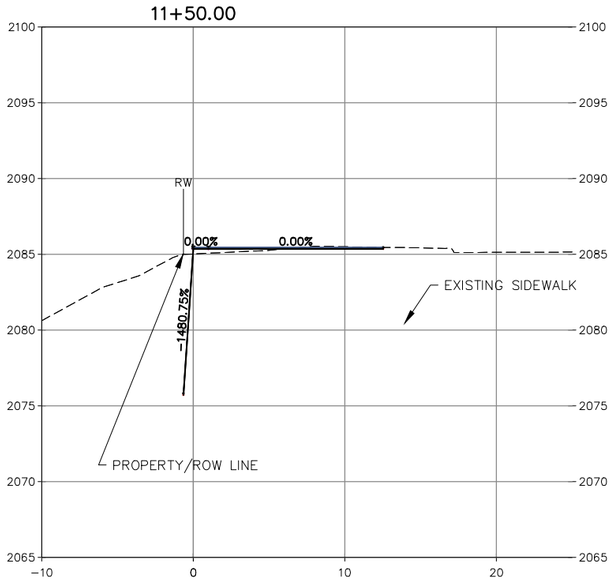
CITY OF SANDPOINT
BRIDGE STREET
SIDEWALK IMPROVEMENTS

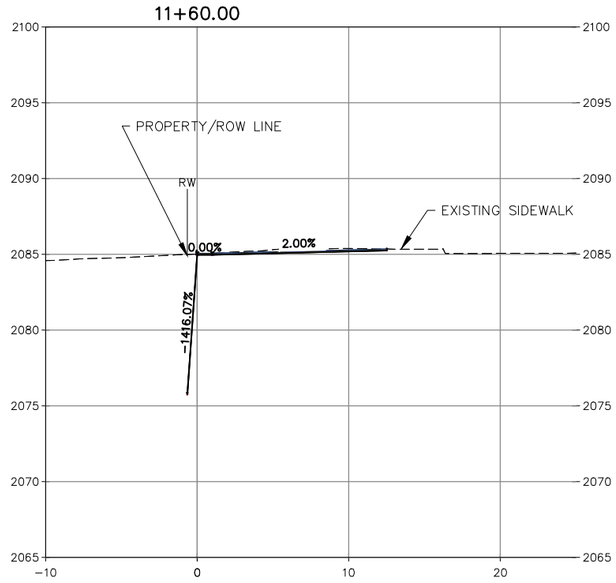
WALL CROSS SECTIONS

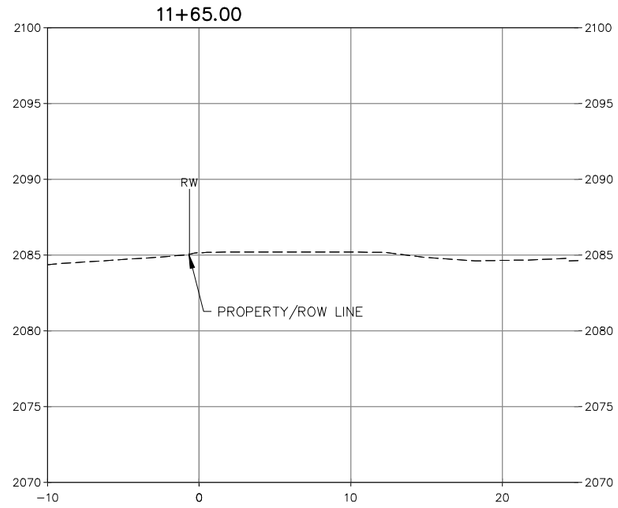
PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020XS01.DWG
DATE:	08-05-2025
SHEET NO:	XS5

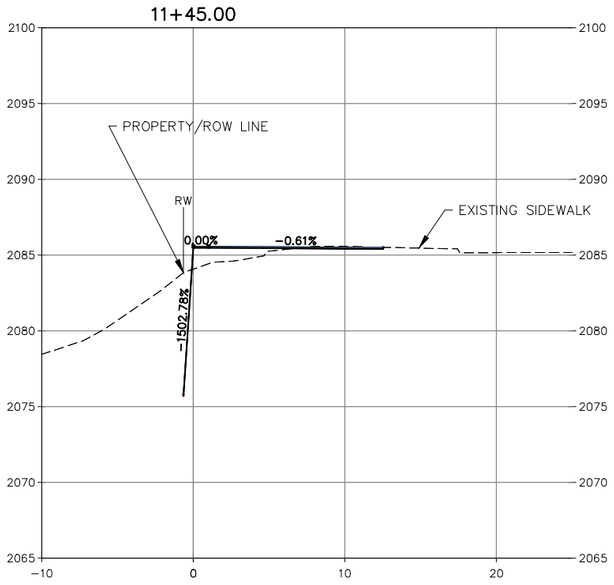
N:\Civil3D Projects\44050.020\Production Drawings\44050.020XS01.dwg, 8/6/2025 9:42:39 AM, sandra, 1:2

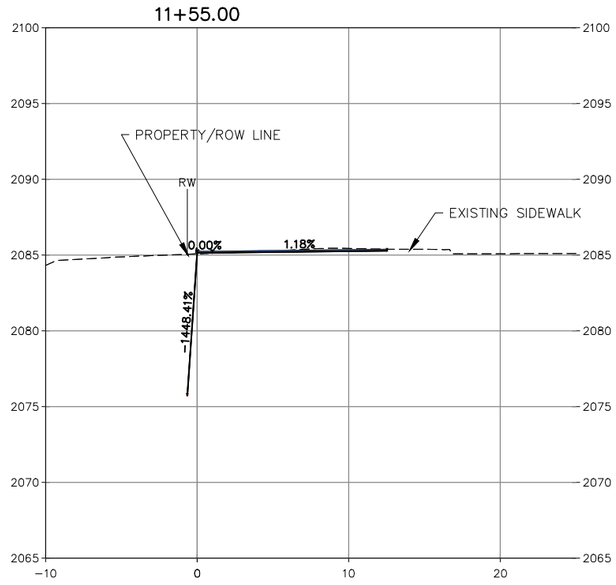
COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and de
herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.

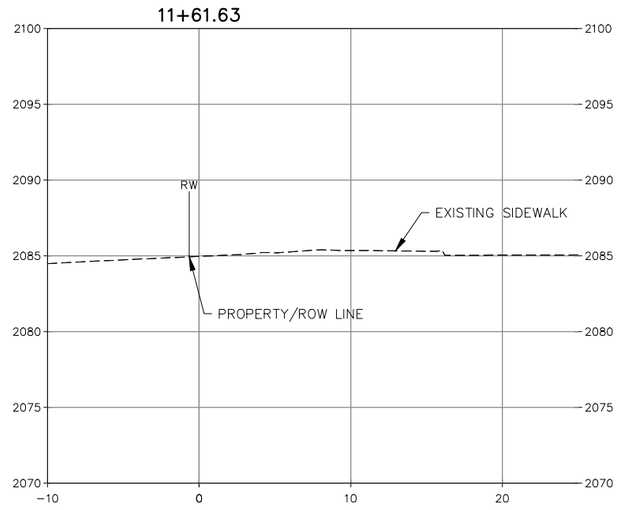












WELCH~COMER ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

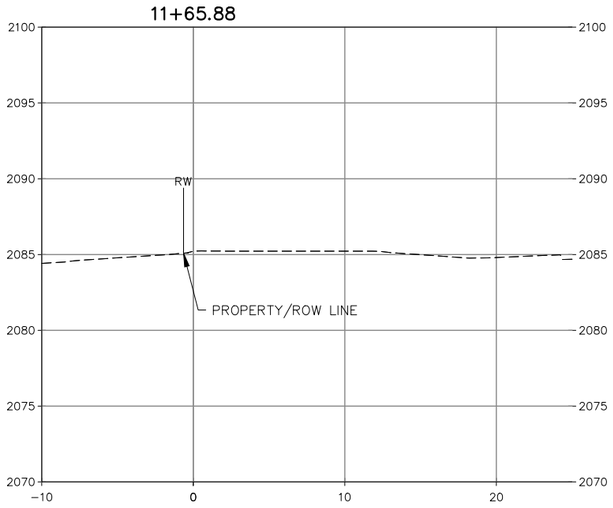
NO.	DATE	REVISION DESCRIPTION	BY

CITY OF SANDPOINT
BRIDGE STREET
SIDEWALK IMPROVEMENTS

WALL CROSS SECTIONS

PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020XS01.DWG
DATE:	08-05-2025
SHEET NO:	XS6

N:\Civil3D Projects\44050.020\Production Drawings\44050.020XS01.dwg, 9/16/2025 11:10:35 AM, jillilett, 1:2



COPYRIGHT 202
Welch~Comer & Assoc
This document, and ideas and de
herein, as an instrument of professional service, is the property of Welch~Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch~Comer & Associates, Inc.

Item # 11.

WELCH~COMER
ENGINEERS | SURVEYORS
www.welchcomer.com
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
208–664–9382
(toll free) 877–815–5672
(fax) 208–664–5946

NO.	DATE	REVISION DESCRIPTION	BY

CITY OF SANDPOINT

BRIDGE STREET
SIDEWALK IMPROVEMENTS

WALL CROSS SECTIONS

PROJ NO:	44050.020
DESIGNED BY:	MG / JT
DRAWN BY:	JT
CHECKED BY:	
DWG:	44050.020XS01.DWG
DATE:	08–05–2025
SHEET NO:	

XS7

N:\Civil3D Projects\44050.020\Production Drawings\44050.020XS01.dwg, 8/6/2025 9:42:42 AM, sandra, 1:2

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Sandpoint
City Clerk
1123 Lake Street
Sandpoint, ID 83864

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of: cash, a certified check, cashier's check, or a Bid bond (on the form attached) issued by a surety meeting the requirements of the General Conditions.;

B. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the General Contract;

C. State of Idaho Public Works Contractor's License No.: 002207-U ;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

BID SCHEDULE A – BASE BID

PAY ITEM	DESCRIPTION	PAY UNIT	EST. BID QTY	UNIT PRICE	TOTAL PRICE
2010.4.1.A.1	Mobilization Per Lump Sum	LS	1		
201.4.1.E.2	Sawcut Sidewalk Per Linear Foot	LF	195	Replaced Add 2	
201.4.1.E.3	Sawcut Asphalt Per Linear Foot	LF	245		

BID SCHEDULE

Bridge Street Sidewalk Improvements

BASE BID					
PAY ITEM NO.	ITEM DESCRIPTION	PAY UNIT	EST. BID QNT.	UNIT PRICE	TOTAL PRICE
2010.4.1.A.1	Mobilization	LS	1	$48,500-	$48,500-
201.4.1.E.2	Sawcut Sidewalk	LF	50	$2.50	$125-
201.4.1.E.3	Sawcut Asphalt	LF	245	$2.50	$612.50
201.4.1.D.1	Removal of Concrete Sidewalk	SY	245	$11.72	$2,871.40
201.4.1.D.2	Removal of Asphalt	SY	40	$23.40	$936-
201.4.1.E.1	Removal of Concrete Curb	LF	170	$8.30	$1,411-
202.4.1.A.1	Excavation (Export and Haul)	CY	30	$66.45	$1,993.50
706.4.1.A.3	Standard Straight Concrete Curb	LF	160	$47.50	$7,600-
706.4.1.E.1	Concrete Sidewalk, 4" TYP. Thickness	SY	272	$193.75	$52,700-
706.4.1.F.1	Concrete Driveway Approach	SY	20	$187.50	$3,750-
706.4.1.H.1	Pedestrian Ramp with Detectable Warning Tactiles	EA	2	$3,796-	$7,592-
802.4.1.A.1.	Structural Import Fill (Reinforced Backfill)	CY	500	$63.30	$31,650-
802.4.1.B.1	3/4" Crushed Aggregate for Base Type 1	TON	86	$82.85	$7,125.10
810.4.1.A.1	Plant Mix Pavement (Repair/Widening)	TON	7	$400-	$2,800-
1103.4.1.A.1	Construction Traffic Control	LS	1	$8,628.50	$8,628.50
SP 4	Precast Retaining Wall (Gravity Wall)	SF (Face)	1306	$95.75	$125,049.50
SP 5	Pedestrian Hand / Guardrail	LF	330	$141.60	$46,728-
SP 6	Removal and Delivery of Existing Sheet Piles	LS	1	$46,600-	$46,600-
TOTAL BASE BID		**$**	396,672.50		

201.4.1.D.1	Removal of Concrete Sidewalk Per Square Yard	SY	181		
201.4.1.D.2	Removal of Asphalt Per Square Yard	SY	40		
201.4.1.E.1	Removal of Concrete Curb Per Linear Foot	LF	10		
202.4.1.A.1	Excavation (Export and Haul) Per Cubic Yard	CY	30		
706.4.1.E.1	Concrete Sidewalk, 4" TYP. Thickness Per Square Yard	SY	220		
706.4.1.F.1	Concrete Driveway Approach Per Square Yard	SY	20		
706.4.1.H.1	Pedestrian Ramp with Detectable Warning Tactiles Per Each	EA	2		
802.4.1.A.1.	Structural Import Fill (Reinforced Backfill) Per Cubic Yard	CY	500		
802.4.1.B.1	3/4" Crushed Aggregate for Base Type 1 Per Ton	TN	86		
810.4.1.A.1	Plant Mix Pavement (Repair/Widening) Per Ton	TN	7		
1103.4.1.A.1	Construction Traffic Control Per Lump Sum	LS	1		
SP 4	Precast Retaining Wall (Gravity Wall) Per Square Foot (Face)	SF (Face)	1306		
SP 5	Pedestrian Hand / Guardrail Per Linear Foot	LF	330		

Replaced Add 2

SP 6	Removal and Delivery of Existing Sheet Piles Per Lump Sum	LS	1	Replaced Add 2	
Total Base Bid Price (Total of all Lump Sum and Unit Price Bids)					

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item,
2. each Bid Unit Price includes all applicable taxes and fees, and
3. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	9/29/25
2	10/2/25

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
   a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
   b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
   c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
   d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: Big SKy ID Corp
(typed or printed name of organization)

By: [signature]
(individual's signature)

Name: Jeremy Tripp
(typed or printed)

Title: President
(typed or printed)

Date: 10/7/25
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [signature]
(individual's signature)

Name: Jacki Fulkerton
(typed or printed)

Title: Const. Admin. Mgr.
(typed or printed)

Date: 10/7/25
(typed or printed)

Address for giving notices:
10063 NaVion Dr.
HAYDEN ID 83835

Bidder's Contact:

Name: Jacki Fulkerton & Brian Dagon
(typed or printed)

Title: Const Adm Mgr General Mgr.
(typed or printed)

Phone: 208-659-9532 208-772-9646

Email: jacki@bigskyidaho.com Brian@bigskyidaho.com

Address: 10063 NaVion Dr. Hayden ID 83835

Bidder's Contractor License No.: (if applicable) 002207-4

BID BOND (PENAL SUM FORM)

Bidder Name: Big Sky ID, Corp. Address *(principal place of business)*: 10063 N Navion Drive Hayden, ID 83835	**Surety** Name: SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION Address *(principal place of business)*: 450 Alaskan Way South, Suite 200 Seattle, WA 98104
Owner Name: City of Sandpoint Address *(principal place of business)*: 1123 Lake Street Sandpoint, ID 83864	**Bid** Project *(name and location)*: Bid No 25-3170-2 -2025 Bridge St. Retaining Wall Bid Due Date: **October 7, 2025**

Bond

Penal Sum: Five Percent of the Total Amount Bid (5%)

Date of Bond: October 7, 2025

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder Big Sky ID, Corp. *(Full formal name of Bidder)*	Surety SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Jeremy Tripp *(Printed or typed)*	Name: Sydney Schmidt *(Printed or typed)*
Title: President	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Jacki Fullerton *(Printed or typed)*	Name: Travis Long *(Printed or typed)*
Title: Const. Adm Mgr.	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

H. KEITH McNALLY, ERIN L. REPP, WM DINNEEN, DIANA R. WILLIAMS, RYAN J. PUGH,
SHELBY GROTH, DANIEL J. STOWE, TRAVIS LONG, KIRSTEN K. JORDAN, and SYDNEY SCHMIDT
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By_____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By_____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 2ND day of MAY, 20 23

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook SS

On this 2ND day of MAY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 28, 2026

Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of October, 20 2025.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

Subcontractor Name and Address	Classification	License Number
NO HVAC, Electrical or plumbing on this job.		

NOTES TO USER

1. This form must be included for all bids.

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 08 / 21 / 20

Date of meeting 08 / 26 / 20

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

Name of Citizen, Organization, Elected Official, or Department Head making request:
Jennifer Stapleton, Sandpoint City Administrator

Address: 1123 Lake Street

Phone number and email address: 208.265.1483; jstapleton@sandpointidaho.gov

Authorized by: _____ Jennifer P. Stapleton
name of City official *City official's signature*

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

Subject: Consider Real Property Exchange and Declaration and Schedule a Public Hearing

Summary of what is being requested: Request for Council to schedule a public hearing to consider a property swap of a portion (3,678 sqft) of City-owned Parcel RPS0215000001AA for additional property (890 sqft) along Bridge Street and other improvements & payments to improve the downtown waterfront

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? The City will receive both public improvements as well as payment valued at $410,000 ~~$43,500~~ towards the Parks Downtown Waterfront Concept, including stormwater improvements

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**

Downtown Business Owners, Sandpoint community and visitors

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:
The Parks Downtown Waterfront Concept has been presented to the community and City Council for feedback during multiple workshops, online forums and Council presentations.

4. Is an enforcement plan needed? **Yes or No** ☐ ☑ Additional funds needed? **Yes or No** ☐ ☑

5. Have all the affected departments been informed about this agenda item? **Yes or 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

No: 20-
Date: August 26, 2020

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: DECLARATION OF VALUE OF PROPERTY

WHEREAS: The City of Sandpoint owns a parcel of land .31 acres in size ("City Parcel"), described as 22-57N-2W Kelchs Addn All Walkway (Parcel RPS0215000001AA), bounded by the City-owned "Farmin's Landing" parcel to the north (Parcel RPS38710010010A), Sand Creek to the east, Bridge Street to the south, and two parcels of private property to the west, owned by Bridge Street, LLC (north Parcel RPS0038002008DA and south Parcel RPS0038002008CA); and

WHEREAS: The buildings previously erected on the two privately-owned parcels described above burned in February 2020 and were subsequently demolished; and

WHEREAS: It is the intention of the current owner of the two parcels, Bridge Street, LLC, that a single, larger multi-use building featuring both commercial and residential use with an estimated value of approximately $16 million, will be constructed at the site; and

WHEREAS: Bridge Street, LLC, desires to acquire approximately 3,678 square feet of the City parcel to enable a larger building with improved water access, stairs and a landing, which will provide 1,494 square feet for both public and private benefit; and

WHEREAS: The City desires to widen the right-of-way along Bridge Street to improve pedestrian, bicycle and vehicle safety and mobility in conjunction with other intersection improvements at Bridge/Church/First; and

WHEREAS: Bridge Street, LLC, is willing to swap the City approximately 890 square feet along the north side of Bridge Street, which will provide approximately six (6) feet of additional width to the public right-of-way at Bridge Street; and

WHEREAS: The City desires to implement the conceptual design for the Downtown Waterfront, including the area known as Farmin's Landing, as developed by Bernardo Wills Architects as part of the City's 2021 Parks and Recreation Master Plan. This concept includes the removal of the existing access ramp to Bridge Street and construction of a stairway from Bridge Street to Farmin's Landing, as well as stormwater, landscape, hardscape and other site improvements; and

WHEREAS: Pursuant to Idaho Code § 50-1401, City Council is empowered to sell, exchange or convey, by good and sufficient deed or other appropriate instrument in writing, any real property owned by the City which is underutilized or which is not used for public purposes; and

WHEREAS: Pursuant to Idaho Code § 50-1402, whenever City Council proposes to convey, exchange or offer for sale any real property, it shall first declare the value or minimum price, if any, it intends to receive as a result of such conveyance or exchange and may contract for or provide that the property be appraised; and

WHEREAS: To that end, a property exchange has been negotiated between the City and Bridge Street, LLC, as follows:

- Bridge Street, LLC, will acquire approximately 3,678 square feet of the City Parcel known as Kelchs Addn All Walkway valued at $410,000; and
- Bridge Street, LLC, will give the City approximately 890 square feet of additional right-of-way on the north side of Bridge Street valued at $46,673; and
- Bridge Street LLC, will remove the existing access ramp to Bridge Street and construct a retaining wall valued at $182,680 where the ramp currently exists in conjunction with the construction of its building foundation wall; and
- The City of Sandpoint will construct stairs connecting Bridge Street to Farmin's Landing with a connection through the Bridge Street, LLC parcel. The estimated value of this is $150,000 which will be shared with Bridge Street, LLC contributing $75,000 towards the project; and
- Bridge Street, LLC, will provide a public easement (east/west for public use and access to the stairs; and
- Bridge Street, LLC, will construct a 12-ft wide sidewalk/pavers as approved by the City adjacent to the property line (258 linear feet), to include new curb, ornament lights and street furniture consistent with City standards. This is valued at $74,055.
- Bridge Street, LLC, will pay the City of Sandpoint $181,592 to be used towards construction of the Downtown Waterfront at Farmin's Landing concept, including the construction of a dock retaining wall and other stormwater and landscape improvements on the City Parcel between the Bridge Street, LLC, parcel and the dock.

NOW, THEREFORE, BE IT RESOLVED THAT: As outlined above, City Council hereby declares the property values and minimum price the City intends to receive as a result of this exchange of real property.

BE IT FURTHER RESOLVED THAT: As required by Idaho Code § 50-1402, a public hearing regarding this proposed property swap will be scheduled, with notice published at least 14 days prior to the date of the hearing.

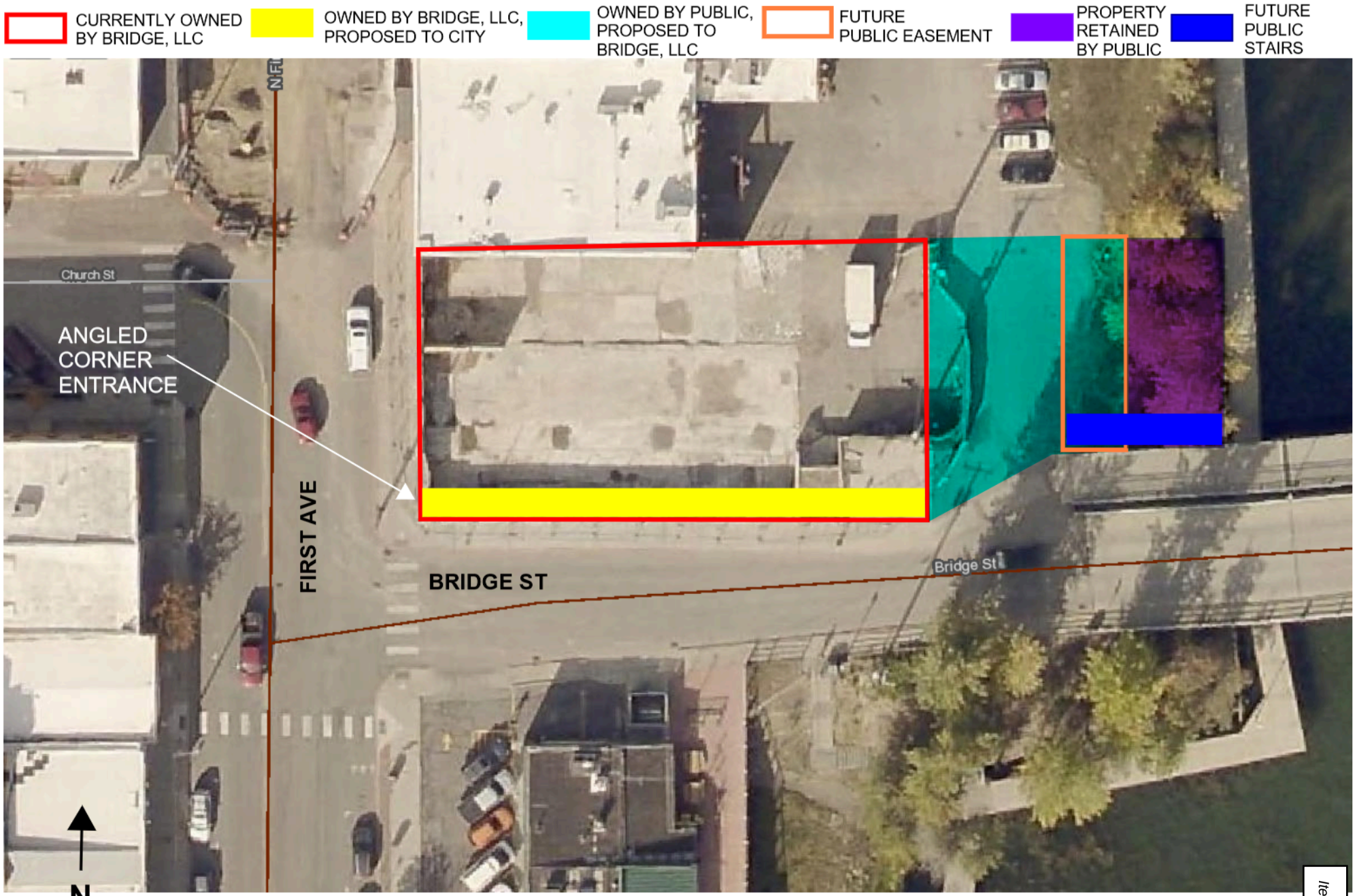
_____
Shelby Rognstad, Mayor

ATTEST:

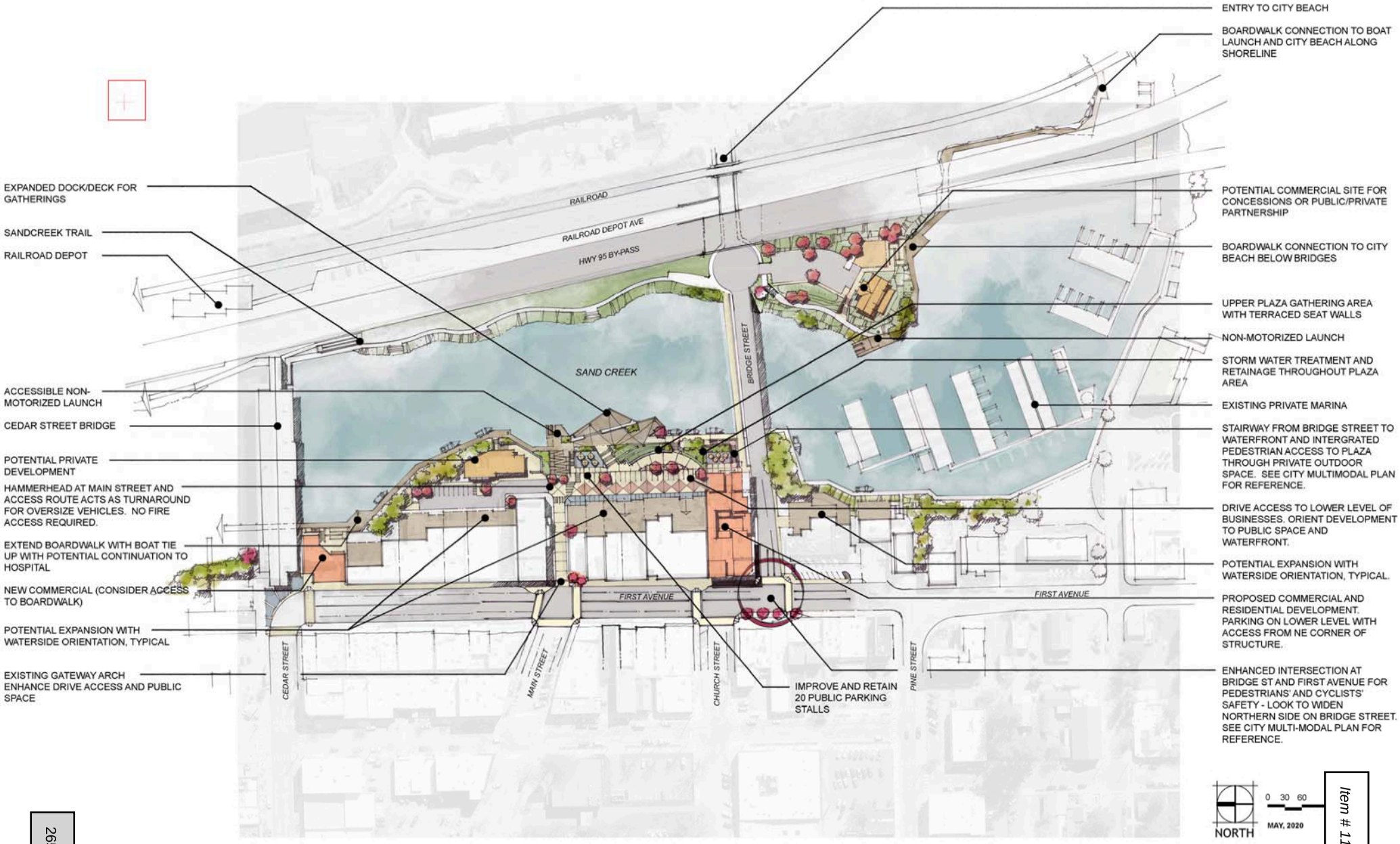
_____
Melissa Ward, City Clerk

Moved by:	
Seconded by:	
Voted Yes:	
Voted No:	
Abstained:	
Absent:	

SCHEMATIC, PROPOSED CONCEPT



SAND CREEK DOWNTOWN WATERFRONT CONCEPT



Council Chambers
City Hall, 1123 W. Lake St.
Sandpoint, Idaho

SANDPOINT

August 26, 2020
5:30 p.m.
Special Meeting

FINAL / APPROVED **CITY COUNCIL** **MINUTES**

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Mayor Shelby Rognstad, presiding remotely. City Council members, unless otherwise noted below, were in attendance in Council chambers at Sandpoint City Hall, 1123 West Lake Street, Sandpoint, Idaho.

2. ROLL CALL

Present: Councilors Shannon Williamson*, Deb Ruehle*, Joel Aispuro, John Darling, Kate McAlister, Andy Groat

Absent: none – all present

**participated remotely*

3. PLEDGE OF ALLEGIANCE

4. REAL PROPERTY EXCHANGE

Item Number:	4A **RESOLUTION 20-037**
Topic:	Declaration of Value of Property

Mayor Rognstad reported the purpose of this meeting was for Council to consider approval of a Resolution declaring the value of a particular parcel of City property for the purpose of a property swap with a neighboring property owner and to schedule a public hearing on this matter.

City Administrator Jennifer Stapleton provided a presentation regarding this proposed property swap at First Avenue and Bridge Street and, along with Infrastructure and Development Services Manager Amanda Wilson and City Legal Counsel Fonda Jovick, fielded questions from City Council.

Motion to approve the Resolution for Declaration of Value of Property and to schedule a public hearing for Council's regular meeting on September 16, 2020.

Result:	Passed
Moved by:	Aispuro
Seconded by:	Darling
Voted Yes:	Williamson, Ruehle, Aispuro, Darling, McAlister, Groat
Voted No:	
Abstained:	
Absent:	

5. ADJOURN

Mayor Rognstad adjourned the meeting at 6:01 p.m.

I presided over this meeting and can confirm that these minutes, prepared by the City Clerk, were approved by City Council during their regular meeting on September 2, 2020.

Shelby Rognstad, Mayor

Attest: Melissa Ward, City Clerk

No: 20-037
Date: August 26, 2020

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: DECLARATION OF VALUE OF PROPERTY

WHEREAS: The City of Sandpoint owns a parcel of land .31 acres in size ("City Parcel"), described as 22-57N-2W Kelchs Addn All Walkway (Parcel RPS0215000001AA), bounded by the City-owned "Farmin's Landing" parcel to the north (Parcel RPS38710010010A), Sand Creek to the east, Bridge Street to the south, and two parcels of private property to the west, owned by Bridge Street, LLC (north Parcel RPS0038002008DA and south Parcel RPS0038002008CA); and

WHEREAS: The buildings previously erected on the two privately-owned parcels described above burned in February 2020 and were subsequently demolished; and

WHEREAS: It is the intention of the current owner of the two parcels, Bridge Street, LLC, that a single, larger multi-use building featuring both commercial and residential use with an estimated value of approximately $16 million, will be constructed at the site; and

WHEREAS: Bridge Street, LLC, desires to acquire approximately 3,678 square feet of the City parcel to enable a larger building with improved water access, stairs and a landing, which will provide 1,494 square feet for both public and private benefit; and

WHEREAS: The City desires to widen the right-of-way along Bridge Street to improve pedestrian, bicycle and vehicle safety and mobility in conjunction with other intersection improvements at Bridge/Church/First; and

WHEREAS: Bridge Street, LLC, is willing to swap the City approximately 890 square feet along the north side of Bridge Street, which will provide approximately six (6) feet of additional width to the public right-of-way at Bridge Street; and

WHEREAS: The City desires to implement the conceptual design for the Downtown Waterfront, including the area known as Farmin's Landing, as developed by Bernardo Wills Architects as part of the City's 2021 Parks and Recreation Master Plan. This concept includes the removal of the existing access ramp to Bridge Street and construction of a stairway from Bridge Street to Farmin's Landing, as well as stormwater, landscape, hardscape and other site improvements; and

WHEREAS: Pursuant to Idaho Code § 50-1401, City Council is empowered to sell, exchange or convey, by good and sufficient deed or other appropriate instrument in writing, any real property owned by the City which is underutilized or which is not used for public purposes; and

WHEREAS: Pursuant to Idaho Code § 50-1402, whenever City Council proposes to convey, exchange or offer for sale any real property, it shall first declare the value or minimum price, if any, it intends to receive as a result of such conveyance or exchange and may contract for or provide that the property be appraised; and

WHEREAS: To that end, a property exchange has been negotiated between the City and Bridge Street, LLC, as follows:

- Bridge Street, LLC, will acquire approximately 3,678 square feet of the City Parcel known as Kelchs Addn All Walkway valued at $410,000; and
- Bridge Street, LLC, will give the City approximately 890 square feet of additional right-of-way on the north side of Bridge Street valued at $46,673; and
- Bridge Street LLC, will remove the existing access ramp to Bridge Street and construct a retaining wall valued at $182,680 where the ramp currently exists in conjunction with the construction of its building foundation wall; and
- The City of Sandpoint will construct stairs connecting Bridge Street to Farmin's Landing with a connection through the Bridge Street, LLC parcel. The estimated value of this is $150,000 which will be shared with Bridge Street, LLC contributing $75,000 towards the project; and
- Bridge Street, LLC, will provide a public easement (east/west for public use and access to the stairs; and
- Bridge Street, LLC, will construct a 12-ft wide sidewalk/pavers as approved by the City adjacent to the property line (258 linear feet), to include new curb, ornament lights and street furniture consistent with City standards. This is valued at $74,055.
- Bridge Street, LLC, will pay the City of Sandpoint $181,592 to be used towards construction of the Downtown Waterfront at Farmin's Landing concept, including the construction of a dock retaining wall and other stormwater and landscape improvements on the City Parcel between the Bridge Street, LLC, parcel and the dock.

NOW, THEREFORE, BE IT RESOLVED THAT: As outlined above, City Council hereby declares the property values and minimum price the City intends to receive as a result of this exchange of real property.

BE IT FURTHER RESOLVED THAT: As required by Idaho Code § 50-1402, a public hearing regarding this proposed property swap will be scheduled, with notice published at least 14 days prior to the date of the hearing.

Shelby Rognstad, Mayor

ATTEST:

Melissa Ward, City Clerk

Moved by:	Aispuro
Seconded by:	Darling
Voted Yes:	Williamson, Ruehle, Aispuro, Darling, McAlister, Groat
Voted No:	
Abstained:	
Absent:	

SANDPOINT

Staff Report

To: Mayor and City Council
From: Jennifer Stapleton, City Administrator
Report: September 10, 2020
Meeting: September 16, 2020
Item: Bridge/First Land Swap

General Information

Purpose:	To approve a land swap and associated public improvements between the City of Sandpoint and Bridge Street, LLC
Location:	City of Sandpoint owned .31-acre (13,634-sf) unimproved waterfront parcel RPS0215000001AA located on Sand Creek at Bridge Street in Downtown Sandpoint Bridge Street, LLC, owned parcels RPS0038002008CA and RPS0038002008DA totaling .26 acres (11,238-sf). These properties were previously improved with separate commercial buildings which were destroyed in a fire in February 2019.
Attached:	1. Notice of Public Hearing (Published September 1, 2020) 2. Resolution No. 20-037 Declaration of Value of Property

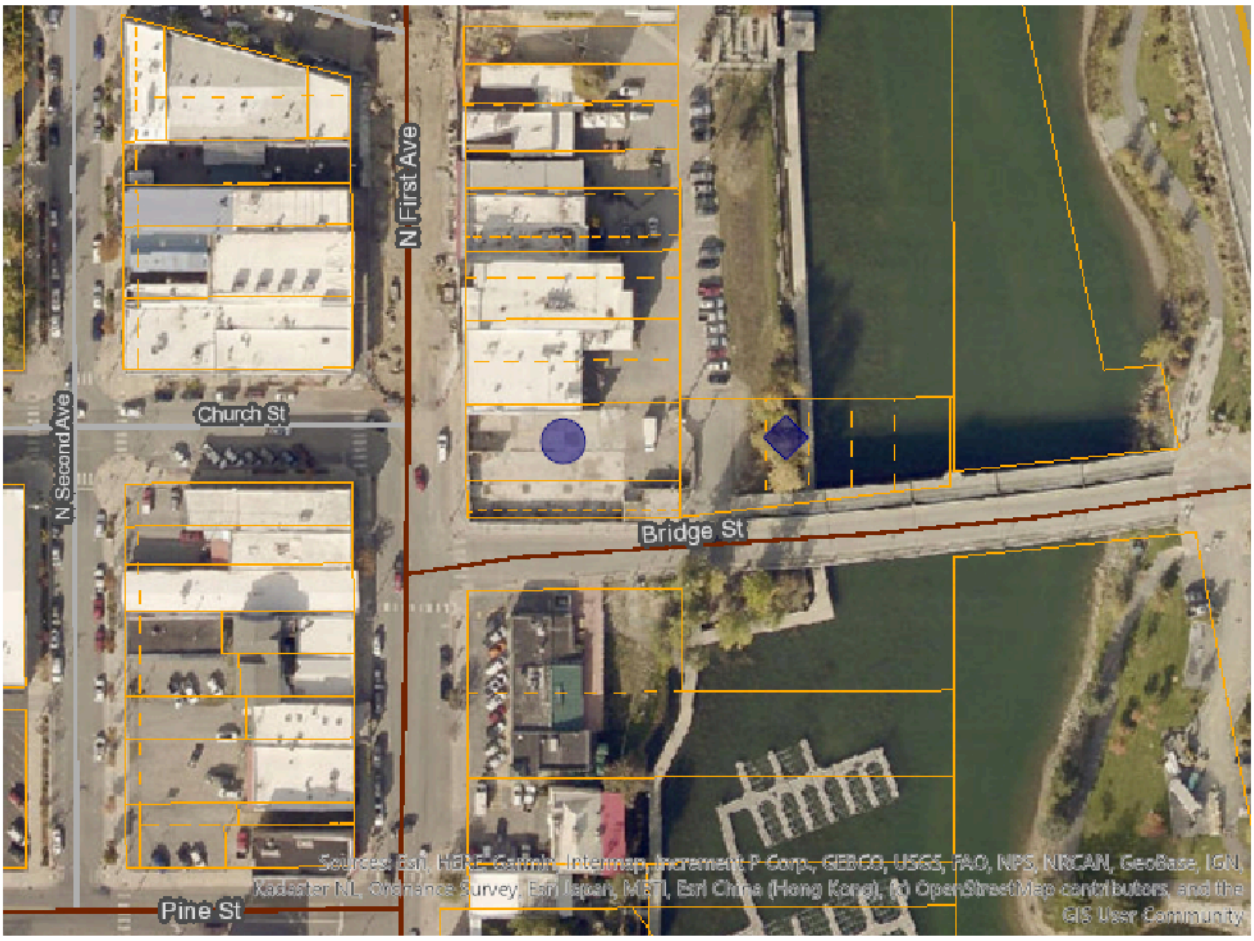
1. Staff Overview

Private Development Proposal

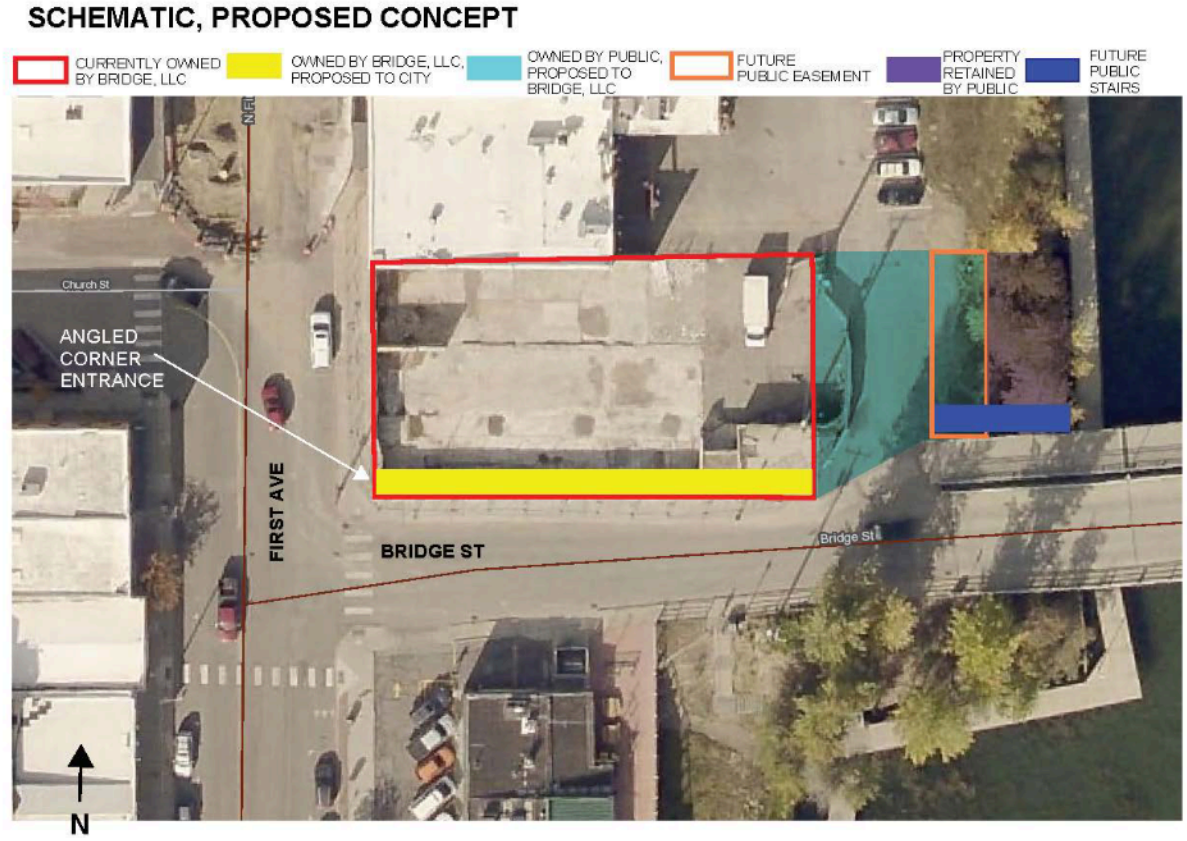
Bridge Street, LLC acquired two parcels (202-206 N. First Avenue) at the corner of Bridge and First Avenue in Downtown Sandpoint in fall 2019 as vacant land. The properties were previously owned by two separate parties and improved with separate commercial buildings which were destroyed in a fire in February 2019. Currently, only the foundations remain and the sites are appropriate for new commercial development which will add to the vibrancy of downtown Sandpoint and contribute to the overall economic vitality of Sandpoint.

Upon acquisition, Bridge Street, LLC approached the City of Sandpoint with a proposal to acquire a portion (3,678 sf) of the City-owned parcel located directly behind 202-206 N. First Ave. to facilitate the construction of a single, larger multi-use building featuring both commercial and residential use with an estimated value of approximately $16 million. Approximately 1,494 sf would be developed for public/private use and benefit and Bridge Street, LLC would provide the City of Sandpoint a public easement. This area is envisioned as an outdoor patio area connected by one stairway to Bridge Street and another stairway to the remaining waterfront parcel owned by the City of Sandpoint.

The properties are depicted in the image below. The parcels owned by Bridge Street LLC are labeled with the blue circle. The parcel owned by the City of Sandpoint is labeled with the blue diamond.



In exchange for the acquisition of the 3,678 sf of City land, Bridge Street, LLC offered 889 sf of its property located along Bridge Street for sidewalk or other right-of-way expansion. This would provide approximately six feet of additional width to the public right-of-way along Bridge Street. In addition, Bridge Street LLC will remove the ramp along Bridge Street which provides access to the parking area along Sand Creek and the City-owned parcel commonly known as Farmin's Landing and construct a retaining wall and stairway from Bridge Street as contemplated in the City Downtown Waterfront Site Concept for the City's Parks and Recreation Master Plan. Any additional difference in value between the 3,678 sf of City Land and 889 sf of Bridge Street LLC property, including values established for the retaining wall and stairway construction, would be used to support stormwater management improvements (including bank stabilization) and landscaping on the City parcels, including the parcel located to the north along Sand Creek commonly known as Farmin's Landing.

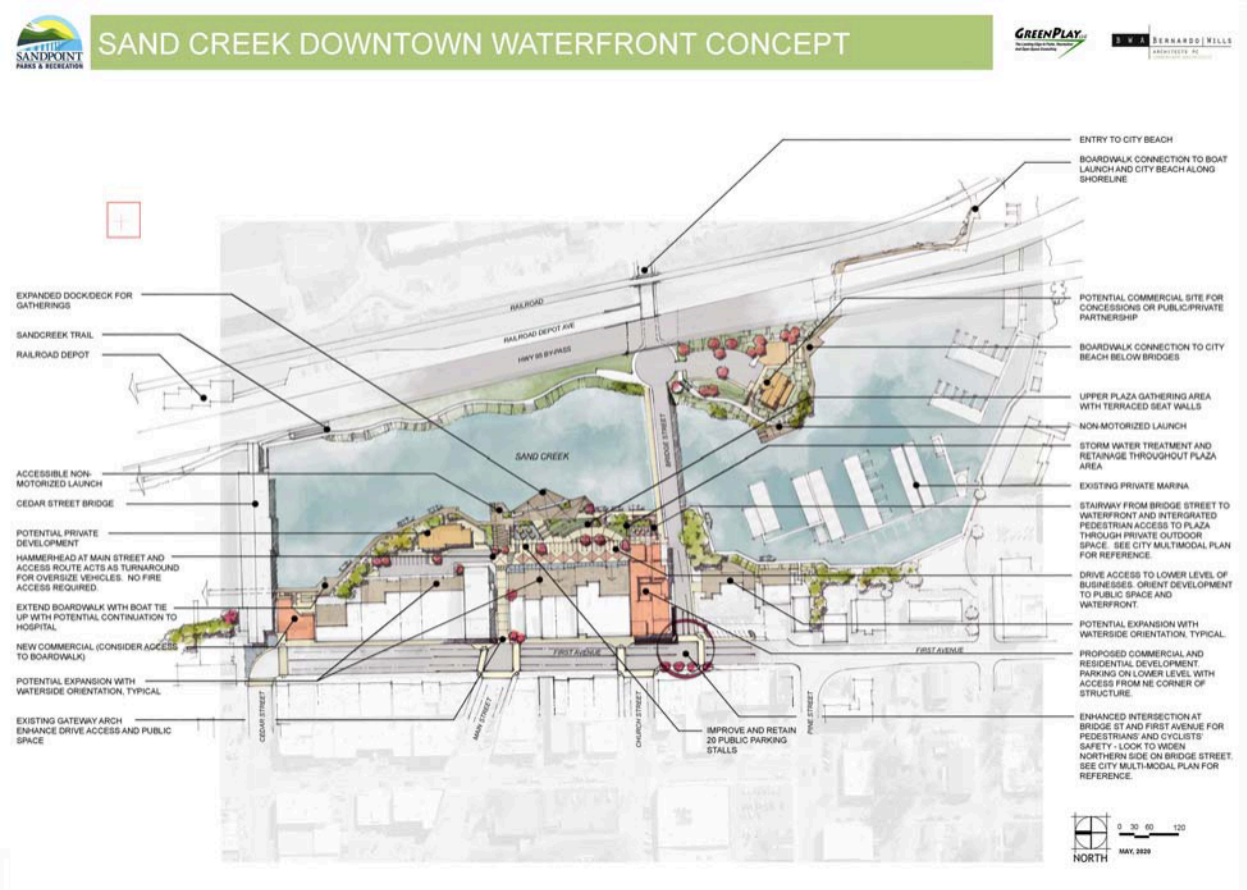


Description of City Parcel RPS0215000001AA

The City-owned parcel is located on the west side of Sand Creek and the north side of Bridge Street, about 170 feet east of the intersection with First Avenue. The site is a .31-acre, or 13,634-sf unimproved waterfront parcel. Approximately 6,649 sf of the parcel is under water, leaving an estimated 6,985 sf, or 51.2% as uplands. Currently, the predominant feature on the

upland portion of the parcel is a public access ramp from Bridge Street. There is a sloped vegetation area to Sand Creek. Zoning allows dense commercial and mixed-use development, although a 25' setback from the high-water mark limits developable area. A city-owned boardwalk along the waterfront is for public use only and is also a pier for boaters during daylight hours.

The Sand Creek Downtown Waterfront Concept contemplates removal of the ramp connecting Bridge Street and construction of a stairway from Bridge Street to the publicly-owned waterfront. This requires construction of a retaining wall.



Declaration of Values

The City of Sandpoint engaged Valbridge Property Advisors of Spokane Valley, Washington to conduct an appraisal on the City-owned parcel RPS0215000001AA and the parcels owned by Bridge Street, LLC identified as RPS0038002008CA and RPS0038002008DA to determine values.

The City also engaged an independent local public works contractor to verify estimated construction values for the construction of the stairs connecting Bridge Street to the public waterfront and Farmin's Landing, removal of the existing access ramp to Bridge Street and construction of a retaining wall where the ramp currently exists. The value for the 12-ft wide sidewalk/pavers along Bridge Street to include new curb, ornament lights and street furniture consistent with City standards is based upon recent, average bid pricing for similar work.

Based upon the appraisal and estimates provided, the Sandpoint City Council declared the value of the property for this swap in Resolution No. 20-037 as follows:

- Bridge Street, LLC will acquire approximately 3,678 square feet of the City Parcel known as Kelchs Addn All Walkway valued at $410,000; and
- Bridge Street, LLC will give the City approximately 890 square feet of additional right-of-way on the north side of Bridge Street valued at $46,673; and
- Bridge Street LLC will remove the existing access ramp to Bridge Street and construct a retaining wall valued at $182,680 where the ramp currently exists in conjunction with the construction of its building foundation wall; and
- The City of Sandpoint will construct stairs connecting Bridge Street to Farmin's Landing with a connection through the Bridge Street, LLC parcel. The estimated value of this is $150,000 which will be shared with Bridge Street, LLC contributing $75,000 towards the project; and
- Bridge Street, LLC will provide a public easement (east/west for public use and access to the stairs; and
- Bridge Street, LLC will construct a 12-ft wide sidewalk/pavers as approved by the City adjacent to the property line (258 linear feet), to include new curb, ornament lights and street furniture consistent with City standards. This is valued at $74,055.
- Bridge Street, LLC will pay the City of Sandpoint $181,592 to be used towards construction of the Downtown Waterfront at Farmin's Landing concept, including the construction of a dock retaining wall and other stormwater and landscape improvements on the City Parcel between the Bridge Street, LLC parcel and the dock.

Summary of Public Benefit

- Construction of a new multi-use building valued at approximately $16 million in downtown Sandpoint which will contribute to the revitalization of the downtown core
- Generation of new property tax revenues estimated at approximately $75,200/year using the FY 2020 property tax levy at $4.70 per $1,000 in value
- Generation of approximately $70,000 in total impact fees to support public safety capital projects, street and pathways projects and parks infrastructure or acquisition as accordance with the City's Capital Improvement Plans and Development Impact Fees
- Provides funding and construction support for Phase 1 of the Sand Creek Downtown Waterfront Concept. This phase will include engineering design and construction of stormwater improvements, including bank stabilization and landscaping
- Creates public/private outdoor gathering space which contributes to the downtown Sandpoint vitality and character
- Improves pedestrian, vehicular and bicycle access and safety between downtown Sandpoint and City Beach along Bridge Street (City staff will provide a presentation on the initial concept for improvements at the intersection of Bridge/First Avenue

extending along Bridge Street and considering the additional 889 sf of right-of-way the City would gain through this swap.

- Reopening of a business lost to the February, 2019 fire (The Hound) which is a committed tenant in the private development

2. Public Hearing Procedure

Order of Public Hearing:

1. Presentation by city staff and Bridge Street LLC.
2. Opening of the public hearing in which the public may provide testimony. Questions should be asked of the person testifying before leaving the podium. Those wishing to testify are required to fill a signup sheet, which will be provided by the City. The order for those providing testimony should be as follows:
    a. In favor
    b. Neutral
    c. Opposed
3. Final questions may be asked of City staff or representatives of Bridge Street LLC at this time
4. Close the public hearing.
5. Council deliberates (no new information may be provided at this time and questions may be directed only to city staff during deliberations).

3. Motion for Proposed Property Swap

If Approving:

"After duly considering the public testimony, along with the information that has been provided by City staff, and with all of the necessary steps having been taken under Chapter 14 of Title 50, Idaho Code, I move that it is in the City's best interest that the parcel of land .31 acre in size owned by the City, described as 22-57N-2W Kelch's Additional All Walkway (Parcel RPS0215000001AA), be offered for exchange and that the City Council do all things necessary to exchange this property for real property and other consideration of equal value, pursuant to the terms that have been negotiated and which shall be a matter of public record."

If Denying:

"After duly considering the public testimony, along with the information that has been provided by City staff, and with all of the necessary steps having been taken under Chapter 14 of Title 50, Idaho Code, I move that it is not in the City's best interest that the parcel of land .31 acre in size owned by the City, described as 22-57N-2W Kelch's Additional All Walkway (Parcel RPS0215000001AA), be offered for exchange at this time."

NOTICE OF CITY COUNCIL ACTION AND PUBLIC HEARING

Notice is hereby given that, on August 26, 2020, upon approval of Resolution 20-037, Declaration of Value of Property, the Sandpoint City Council declared their intent to exchange real property owned by the City, described as 22-57N-2W Kelchs Addn All Walkway (Parcel RPS0215000001AA), bounded by the City-owned "Farmin's Landing" parcel to the north (Parcel RPS38710010010A), Sand Creek to the east, Bridge Street to the south, and two parcels of private property to the west, owned by Bridge Street, LLC (north Parcel RPS0038002008DA and south Parcel RPS0038002008CA). In addition to cash payment and other benefits to the City, this exchange will include City acquisition of right-of-way along Bridge Street to improve pedestrian, bicycle and vehicle safety and mobility in conjunction with other intersection improvements at Bridge/Church/First. Before proceeding with this exchange, City Council will hold a public hearing to accept public testimony during their meeting on Wednesday, September 16, 2020, at 5:30 p.m. in the Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Those who wish to testify at the hearing may do so by following the public participation instructions that will be provided on or before September 11, 2020, on the Meeting Agendas page on the City website at https://www.sandpointidaho.gov/your-government/meeting-agendas and also on the September 16, 2020, Sandpoint City Council meeting agenda, which will be posted on or before September 11, 2020, on that page. City Council Chambers and City facilities were reopened to the public for meetings beginning in Stage 3 of Governor Little's Idaho Rebounds Plan. Social distancing measures will be followed, and seating is placed at 6-foot separation, therefore limiting capacity. In-person seating is available on a first-come, first--served basis until reduced capacity is reached. If you wish

Copyright (c) 2020 Bonner County Daily Bee, Edition 09/01/2020.All Rights Reserved.
September 10, 2020 3:09 pm (GMT -7:00)

Powered by TECNAVIA

to address the Council in person, you will be afforded the opportunity. Any individuals who may not be able to be seated will be given the opportunity to present from the podium and allowed entrance to Chambers during the time of their presentation. An option for remote participation online or by phone will also be provided.

To request a copy of the aforementioned Resolution or submit written testimony to be considered at the meeting, please send your request/comments to cityclerk@sandpointidaho.gov. Written comments must be received before 5:00 p.m. on September 10, 2020. If special accommodations are needed to participate in the public hearing please notify the City Clerk at least seven (7) days prior to the meeting by email at the above address or by calling 208-263-3310.
SNP LEGAL 8030
AD#404258
SEPTEMBER 1, 2020

Copyright (c) 2020 Bonner County Daily Bee, Edition 09/01/2020.All Rights Reserved.

Powered by TECNAVIA

No: 20-037
Date: August 26, 2020

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: DECLARATION OF VALUE OF PROPERTY

WHEREAS: The City of Sandpoint owns a parcel of land .31 acres in size ("City Parcel"), described as 22-57N-2W Kelchs Addn All Walkway (Parcel RPS0215000001AA), bounded by the City-owned "Farmin's Landing" parcel to the north (Parcel RPS38710010010A), Sand Creek to the east, Bridge Street to the south, and two parcels of private property to the west, owned by Bridge Street, LLC (north Parcel RPS0038002008DA and south Parcel RPS0038002008CA); and

WHEREAS: The buildings previously erected on the two privately-owned parcels described above burned in February 2020 and were subsequently demolished; and

WHEREAS: It is the intention of the current owner of the two parcels, Bridge Street, LLC, that a single, larger multi-use building featuring both commercial and residential use with an estimated value of approximately $16 million, will be constructed at the site; and

WHEREAS: Bridge Street, LLC, desires to acquire approximately 3,678 square feet of the City parcel to enable a larger building with improved water access, stairs and a landing, which will provide 1,494 square feet for both public and private benefit; and

WHEREAS: The City desires to widen the right-of-way along Bridge Street to improve pedestrian, bicycle and vehicle safety and mobility in conjunction with other intersection improvements at Bridge/Church/First; and

WHEREAS: Bridge Street, LLC, is willing to swap the City approximately 890 square feet along the north side of Bridge Street, which will provide approximately six (6) feet of additional width to the public right-of-way at Bridge Street; and

WHEREAS: The City desires to implement the conceptual design for the Downtown Waterfront, including the area known as Farmin's Landing, as developed by Bernardo Wills Architects as part of the City's 2021 Parks and Recreation Master Plan. This concept includes the removal of the existing access ramp to Bridge Street and construction of a stairway from Bridge Street to Farmin's Landing, as well as stormwater, landscape, hardscape and other site improvements; and

WHEREAS: Pursuant to Idaho Code § 50-1401, City Council is empowered to sell, exchange or convey, by good and sufficient deed or other appropriate instrument in writing, any real property owned by the City which is underutilized or which is not used for public purposes; and

WHEREAS: Pursuant to Idaho Code § 50-1402, whenever City Council proposes to convey, exchange or offer for sale any real property, it shall first declare the value or minimum price, if any, it intends to receive as a result of such conveyance or exchange and may contract for or provide that the property be appraised; and

WHEREAS: To that end, a property exchange has been negotiated between the City and Bridge Street, LLC, as follows:

- Bridge Street, LLC, will acquire approximately 3,678 square feet of the City Parcel known as Kelchs Addn All Walkway valued at $410,000; and
- Bridge Street, LLC, will give the City approximately 890 square feet of additional right-of-way on the north side of Bridge Street valued at $46,673; and
- Bridge Street LLC, will remove the existing access ramp to Bridge Street and construct a retaining wall valued at $182,680 where the ramp currently exists in conjunction with the construction of its building foundation wall; and
- The City of Sandpoint will construct stairs connecting Bridge Street to Farmin's Landing with a connection through the Bridge Street, LLC parcel. The estimated value of this is $150,000 which will be shared with Bridge Street, LLC contributing $75,000 towards the project; and
- Bridge Street, LLC, will provide a public easement (east/west for public use and access to the stairs; and
- Bridge Street, LLC, will construct a 12-ft wide sidewalk/pavers as approved by the City adjacent to the property line (258 linear feet), to include new curb, ornament lights and street furniture consistent with City standards. This is valued at $74,055.
- Bridge Street, LLC, will pay the City of Sandpoint $181,592 to be used towards construction of the Downtown Waterfront at Farmin's Landing concept, including the construction of a dock retaining wall and other stormwater and landscape improvements on the City Parcel between the Bridge Street, LLC, parcel and the dock.

NOW, THEREFORE, BE IT RESOLVED THAT: As outlined above, City Council hereby declares the property values and minimum price the City intends to receive as a result of this exchange of real property.

BE IT FURTHER RESOLVED THAT: As required by Idaho Code § 50-1402, a public hearing regarding this proposed property swap will be scheduled, with notice published at least 14 days prior to the date of the hearing.

Shelby Rognstad, Mayor

ATTEST:

Melissa Ward, City Clerk

Moved by:	Aispuro
Seconded by:	Darling
Voted Yes:	Williamson, Ruehle, Aispuro, Darling, McAlister, Groat
Voted No:	
Abstained:	
Absent:	

Council Chambers
City Hall, 1123 W. Lake St.
Sandpoint, Idaho

SANDPOINT

September 16, 2020
5:30 p.m. Regular Meeting
and Public Hearing

FINAL / APPROVED **CITY COUNCIL** **MINUTES**

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m. Mayor Shelby Rognstad presiding in Council chambers at Sandpoint City Hall, 1123 West Lake Street, Sandpoint, Idaho.

2. ROLL CALL

Present: Councilors Shannon Williamson*, Deb Ruehle*, Joel Aispuro, Kate McAlister, Andy Groat

Absent: Councilman Darling

**participated remotely*

3. PLEDGE OF ALLEGIANCE

4. ANNOUNCEMENTS

Mayor Rognstad proclaimed September 17-23, 2020, as Constitution Week in Sandpoint.

5. PUBLIC FORUM

No one spoke during public forum.

6. CONSENT CALENDAR

Item Number:	6A APPROVAL OF MEETING MINUTES
Date:	September 2, 2020, Regular Meeting

Item Number:	6B APPROVAL FOR PAYMENT OF BILLS
Bills Total:	$1,057,599.25 total ($423,831.28 for regular payables and $633,767.97 for payroll)

Item Number:	6C **RESOLUTION 20-040**
Topic:	City of Sandpoint Procurement Policy Update

Motion to approve the Consent Calendar.

Result:	Passed
Moved by:	Aispuro
Seconded by:	Williamson
Voted Yes:	Williamson, Ruehle, Aispuro, McAlister, Groat
Voted No:	
Abstained:	
Absent:	Darling

7. OLD BUSINESS

Item Number:	7A PUBLIC HEARING AND DECISION
Topic:	Real Property Swap at First Avenue and Bridge Street

Mayor Rognstad reported that, on August 26, 2020, upon approval of Resolution 20-037, Declaration of Value of Property, City Council declared their intent to exchange City-owned real property at First Avenue and Bridge Street for additional right of way on Bridge Street, as well as other consideration, and scheduled a public hearing to take public testimony on this matter. The Notice of Public Hearing was published in the Bonner County Daily Bee on September 1, 2020.

City Administrator Jennifer Stapleton provided a presentation. She and other members of City staff fielded questions from the Council, and Cliff Davis of Bridge Street, LLC, also provided information.

Mayor Rognstad reported that written comments received regarding this matter were forwarded to City Council, and he announced the order and procedure of the public hearing.

Mayor Rognstad opened the public hearing.

The following testified in favor: City resident Jessica Janssen and Ben Higgs, who is not a resident of the City.

The following members of the public testified that they were neutral to the proposal: City resident Jason Welker, as well as Rebecca Holland, who is not a resident of the City.

No one testified in opposition to the proposal.

With all who wished to speak having testified, Mayor Rognstad closed the public hearing, and Council deliberated, with City staff fielding a question from Mayor Rognstad regarding possible solutions to potential multimodal issues that had been raised.

Motion, after duly considering the public testimony, along with the information that has been provided by City staff, and with all of the necessary steps having been taken under Chapter 14 of Title 50, Idaho Code, that it is in the City's best interest that the parcel of land .31 acre in size owned by the City, described as 22-57N-2W Kelch's Additional All Walkway (Parcel RPS0215000001AA), be offered for exchange and that the City Council do all things necessary to exchange this property for real property and other consideration of equal value, pursuant to the terms that have been negotiated and which shall be a matter of public record.

Result:	Passed
Moved by:	Aispuro
Seconded by:	Groat
Voted Yes:	Williamson, Ruehle, Aispuro, McAlister, Groat
Voted No:	
Abstained:	
Absent:	Darling

Item Number:	7B **RESOLUTION 20-041**
Topic:	Parks and Recreation Master Plan Adoption

Mayor Rognstad reported that, following the presentation during Council's regular meeting on September 2, 2020, the final Parks and Recreation Master Plan is now presented to City Council for adoption.

Several members of the public spoke regarding the proposed Plan.

Motion to approve the Resolution for adoption of the Parks and Recreation Master Plan.

Result:	Passed
Moved by:	Groat
Seconded by:	McAlister
Voted Yes:	Williamson, Ruehle, Aispuro, McAlister, Groat
Voted No:	
Abstained:	
Absent:	Darling

Item Number:	7C **RESOLUTION 20-042**
Topic:	Extension of Agreement Between the City of Sandpoint and Local 2319, IAFF

Item Number:	7D **RESOLUTION 20-043**
Topic:	Extension of Interim Fire Chief Appointment

Mayor Rognstad reported a request from the Firefighters Union to extend the current Collective Bargaining Agreement through December 31, 2020, as well as a proposal to extend the appointment of Dale Hopkins as Interim Fire Chief, also through December 31. City Administrator Jennifer Stapleton provided a presentation regarding both of these matters and fielded questions from Council members.

Motion to approve the Resolution for Extension of Agreement Between the City of Sandpoint and Local 2319, IAFF.

Result:	Passed
Moved by:	McAlister
Seconded by:	Groat
Voted Yes:	Williamson, Ruehle, Aispuro, McAlister, Groat
Voted No:	
Abstained:	
Absent:	Darling

Motion to approve the Resolution for Extension of Interim Fire Chief Appointment.

Result:	Passed
Moved by:	Aispuro
Seconded by:	Groat
Voted Yes:	Williamson, Ruehle, Aispuro, McAlister, Groat
Voted No:	
Abstained:	
Absent:	Darling

Item Number:	7E AUTHORIZE PROJECT AND BID ADVERTISEMENT
Topic:	War Memorial Field – Phase II, Preliminary Design and Authorization to Bid

Mayor Rognstad reported that City staff was seeking approval of the preliminary design for Phase 2 of War Memorial Field improvements and authorization to finalize the construction documents and advertise the project for bids. A construction contract will be proposed for award by Council the following month.

City Engineer Dan Tadic provided a presentation and fielded questions from Council members.

Motion to approve the preliminary design for Phase 2 of War Memorial Field Improvements and authorize staff to finalize the construction documents and advertise the project for bids.

Result:	Passed
Moved by:	Williamson
Seconded by:	Aispuro
Voted Yes:	Williamson, Ruehle, Aispuro, McAlister, Groat
Voted No:	
Abstained:	
Absent:	Darling

8. NEW BUSINESS

Item Number:	8A **RESOLUTION 20-044**
Topic:	Award of Agreement No. A20-3257-4, Cured-in-Place Pipe (CIPP) Project 2020, to Planned and Engineered Construction, Inc.

Mayor Rognstad reported that this project will rehabilitate approximately 5,000 linear feet of sanitary sewer pipe utilizing CIPP. Bids were opened on September 3, 2020. This is a budgeted project, with staff recommendation to accept Bid Schedule B – Bid Alternative for $238,850.

Motion to approve the Resolution awarding Agreement No. A20-3257-4, Cured-in-Place Pipe (CIPP) Project 2020, to Planned and Engineered Construction, Inc.

Result:	Passed
Moved by:	McAlister
Seconded by:	Groat
Voted Yes:	Williamson, Ruehle, Aispuro, McAlister, Groat
Voted No:	
Abstained:	
Absent:	Darling

Item Number:	8B **RESOLUTION 20-045**
Topic:	Award of Agreement No. A20-1920-3, Information Technology Contract Support Services, to Exbabylon, LLC

Mayor Rognstad reported that, pursuant to the requirements of Idaho Code § 67-2806 and the City of Sandpoint Procurement Policy, the City advertised and requested proposals for Information Technology Support Services, with a closing date of August 27, 2020. This is a budgeted expenditure, encompassing a three-year agreement with an option to renew for two one-year periods and a not-to exceed price of $439,900 for the initial three-year term.

Motion to approve the Resolution to award Agreement No. A20-1920-3, Information Technology Contract Support Services, to Exbabylon, LLC.

Result:	Passed
Moved by:	Groat
Seconded by:	McAlister
Voted Yes:	Williamson, Ruehle, Aispuro, McAlister, Groat
Voted No:	
Abstained:	
Absent:	Darling

5. ADJOURN

Mayor Rognstad adjourned the meeting at 7:32 p.m.

I presided over this meeting and can confirm that these minutes, prepared by the City Clerk, were approved by City Council during their regular meeting on October 7, 2020.

Shelby Rognstad, Mayor

Attest: Melissa Ward, City Clerk

No: 22-011
Date: March 2, 2022

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AGREEMENT FOR EXCHANGE OF REAL PROPERTY WITH BRIDGE STREET, LLC

WHEREAS: On August 20, 2020, upon approval of Resolution 20-037, Declaration of Value of Property, City Council declared their intent to exchange City-owned real property at Farmin's Landing for property owned by Bridge Street, LLC, adjacent to public right-of-way on Bridge Street and scheduled a public hearing;

WHEREAS: On September 16, 2020, after duly considering the public testimony, along with the information that had been provided by City staff, and with all of the necessary steps having been taken under Chapter 14 of Title 50, Idaho Code, City Council determined that it was in the City's best interest that the City-owned parcel of land .31 acre in size, described as 22-57N-2W Kelch's Additional All Walkway (Parcel RPS0215000001AA), be offered for exchange and that Council do all things necessary to exchange this property for real property and other consideration of equal value, pursuant to the terms that had been negotiated; and

WHEREAS: For the purpose of effecting this property exchange, an agreement has been prepared and fully reviewed and approved by City Legal Counsel to formalize the terms of the exchange, including but not limited to payment, draft warranty deeds, and timelines for construction, with the Agreement reflecting terms in alignment with the staff report presented on September 16, 2020, where, specifically, the City will obtain a public access easement over and across the property to be acquired by Bridge Street, LLC, dependent upon the City's future approval of a building permit.

NOW, THEREFORE, BE IT RESOLVED THAT: On behalf of the City, the Mayor or his designee is hereby authorized to sign the Agreement for Exchange of Real Property with Bridge Street, LLC, the Warranty Deed reflecting the City of Sandpoint as Grantor, and any other documents necessary to carry out this exchange.

Shelby Rognstad, Mayor

ATTEST:

Melissa Ward, City Clerk

Instrument # 1002959
Bonner County, Sandpoint, Idaho
03/30/2022 12:41:38 PM No. of Pages: 10
Recorded for: CITY OF SANDPOINT
Michael W. Rosedale Fee: $0.00
Ex-Officio Recorder Deputy _____
Index to: MISC

City of Sandpoint, Bonner County, Idaho

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

Parties: City of Sandpoint and Bridge Street, LLC

Property Reference

The City property being exchanged is bounded by the City-owned "Farmin's Landing" parcel to the north, Sand Creek to the east, Bridge Street to the south and two parcels of private property to the west that are owned by Bridge Street, LLC.

The Bridge Street, LLC, property being exchanged will provide for additional right-of-way along Bridge Street to improve pedestrian, bicycle and vehicle safety and mobility in conjunction with other intersection improvements at Bridge, Church and First Streets.

These properties are more particularly described within Exhibits A and B of the document ("Agreement") that is the subject of this recording.

March 30, 2022

Recording requested by:
City of Sandpoint, Idaho
1123 Lake Street
Sandpoint, Idaho 83864

AGREEMENT FOR EXCHANGE OF REAL PROPERTY
(AGREEMENT)

This Agreement is made this 7th day of March, 2022 (the "Effective Date"), by and between the CITY OF SANDPOINT, IDAHO a political subdivision of the State of Idaho, 1123 Lake Street, Sandpoint, Idaho 83864 (the CITY), and BRIDGE STREET, LLC, a Nevada Limited Liability Company, of 1800 Quail Street, Suite 110, Newport Beach, California 92660 (BRIDGE STREET). The CITY and BRIDGE STREET are sometimes referred to herein as a "Party," individually, or collectively as the "Parties."

WHEREAS, ON September 16, 2020, following a public hearing conducted in conformance with Idaho Code Sections 50-1401 et seq., the CITY declared its intent to exchange real property owned by the CITY, described herein as Exhibit A, bounded by the City-owned "Farmin's Landing" parcel to the north, Sand Creek to the east, Bridge Street to the south, and two parcels of private property to the west, owned by BRIDGE STREET, for real property owned by BRIDGE STREET, described herein as Exhibit B, consisting of additional right-of-way along Bridge Street to improve pedestrian, bicycle and vehicle safety and mobility in conjunction with other intersection improvements at Bridge, Church and First Streets; and

WHEREAS, in addition to exchange of the parties' respective real properties, BRIDGE STREET agreed to a cash payment to the CITY, as well as committing to perform certain construction work on the property it will acquire, and granting an easement to the CITY for public access from Bridge Street to other property owned by the CITY.

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties hereby agree as follows:

1. TRANSFER OF REAL PROPERTY. The CITY and BRIDGE STREET agree to convey, one to the other, the properties identified in Exhibits A and B, by Warranty Deed, on or before Closing, as identified herein. Title to the properties shall be marketable and insurable except for rights reserved in federal patents, or state deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by each of the parties shall be paid prior to transfer. Said conveyances shall be in a form similar to the proposed deeds identified as Exhibits C and D to this Agreement.

2. CLOSING. Closing of the transaction described herein will occur on or before April 15, 2022, unless otherwise agreed upon by the parties, in writing.

3. TITLE INSURANCE. Each of the parties shall, at Closing, furnish to one another a title insurance policy, at their own expense, in the amount of the purchase price of their respective properties, from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects, if any, elsewhere set out in this Agreement. It is agreed that if the title to either property is not marketable, such failure may constitute a termination of this Agreement, at the option of either party, and the insuring party shall pay for the cost of title insurance.

4. PAYMENT TO CITY. BRIDGE STREET shall, at Closing, pay the CITY the sum of $256,592.00, said funds to be held in reserve for improvements to be made to the CITY property at Farmin's Landing and Access Stairs.

5. RESERVED EASEMENT TO CITY. As part of the TRANSFER OF REAL PROPERTY described in Section 1 herein, the parties agree that the CITY shall reserve an easement over and across the real property conveyed to BRIDGE STREET, for the purpose of providing public access to Farmin's Landing. The location of the easement shall be determined following completion of the architect/engineering design for construction on property owned and/or conveyed to BRIDGE STREET as part of this Agreement, and in any event, no later than July 31, 2022. Such easement shall allow pedestrian access from Bridge Street northernly approximately 90' to the northern property referred to as Farmin's Landing. Such easement shall be at least 4' wide and not to exceed 12' wide. The final placement of the easement will be determined as not to unreasonably interfere with commercial activities on the subject property.

6. SPECIAL CONDITIONS.

The exchange of property shall further be subject to the following terms and conditions:

a. No later than May 31, 2023, BRIDGE STREET shall, at its sole cost and expense, remove the existing access ramp to Farmin's Landing, and shall construct a retaining wall along the east boundary of the property acquired by BRIDGE STREET identified herein, subject to final design approval by the CITY, which shall serve as the access to access stairs to Farmin's Landing, to be constructed by the CITY. The value assigned to this obligation to be performed by BRIDGE STREET is $182,680.00.

b. No later than May 31, 2023, BRIDGE STREET shall, at its sole cost and expense, remove the existing sidewalk located on property acquired by the CITY identified herein,

and shall construct a twelve foot (12') sidewalk adjacent to the southern boundary of the property acquired by BRIDGE STREET identified herein, including new curbs, ornamental lights and street furniture, subject to final design approval by the CITY. The value assigned to this obligation to be performed by BRIDGE STREET is $74,055.00.

c. The CITY shall construct the access stairs to Farmin's Landing. The cost of construction shall be shared by the parties, with BRIDGE STREET to pay the CITY the sum of $75,000.00, included in the Closing sum provided in Section 4, said funds to be held in reserve by the CITY for construction of the Access Stairs.

d. In order to secure performance of its obligations under this Agreement, BIRDGE STREET shall provide the CITY at Closing with a total amount of $ 385,102.50. This amount is based upon 150% of the obligations and associated values described in Sections 6.a and 6.b of this Agreement. The CITY shall release funds to BRIDGE STREET upon completion and acceptance by the CITY of BRIDGE STREET's obligations detailed in Section 6.a and 6.b of this Agreement. In the event BRIDGE STREET fails to perform its obligations of Section 6.a or 6.b, the CITY shall retain the monies which may be used by the CITY, to complete any of such obligations following execution of this Agreement, in the sole discretion and at the direction of the City.

6. AUTHORIZATION. BRIDGE STREET acknowledges that it is a limited liability company, organized and in good standing under the laws of the State of Nevada, and has all necessary corporate powers to own its properties and to carry on its business. Further, BRIDGE STREET acknowledges that it has the right, power, legal capacity and authority to enter

into and perform its obligations under this Agreement, and no approvals or consents of any person other than BRIDGE STREET, and its members are necessary in connection therewith.

8. TERMINATION. The parties hereby agree that should either party be unable to perform any of its obligations under this Agreement, on or before the date such performance is required, then this Agreement, and all terms and conditions thereof shall terminate, and be of no further force and effect; provided, that BRIDGE STREET'S obligation to provide a security for performance, as referenced herein shall survive termination of this Agreement and shall remain in full force and effect until such time that all terms and conditions assumed by it under this Agreement are fully performed.

9. JURISDICTION; VENUE GOVERNING LAW. Any action arising out of this Agreement shall be brought in Bonner County, Idaho. This Agreement and the Parties' rights and obligations hereunder shall be governed by and interpreted in accordance with Idaho law.

10. CHANGES. No change in this Agreement shall be effective unless in writing and signed by the parties hereto.

11. ENTIRE AGREEMENT. This Agreement, along with the Exhibits, set forth the entire agreement of the parties and supersedes all prior or preliminary agreements, either oral or in writing.

12. SEVERABILITY. If any provision or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby but it shall continue in full force and effect the same as if the invalid or unenforceable provision had not been included in the first instance.

13. RUN WITH THE LAND. This Agreement shall be recorded in the office of the recorder, Bonner County, Idaho, without Exhibits C and D attached hereto, and binding on and

inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall run with the land.

DATED this 29th day of March, 2022.

CITY OF SANDPOINT
1123 Lake Street
Sandpoint, Idaho 83864

Name: Shelby Rognstad
Title: Mayor

BRIDGE STREET, LLC
1800 Quail Street, Suite 110
Newport Beach, California 92660

Name: Cliff Davis
Title: Managing Member

EXHIBIT A

CITY OF SANDPOINT
To
BRIDGE STREET, LLC

A parcel of land consisting of all of Lot 1 and the Westerly 20.47 feet of Lot 2, in the "Kelch's Addition to Sandpoint" recorded in Book B of Plats at Page 29 (Book 1, Page 40), located in the Northeast Quarter of Section 22, Township 57 North, Range 2 West, B.M., City of Sandpoint, Bonner County, Idaho, more particularly describe as follows:

COMMENCING at the Northeast corner of said Section 22, which falls in a building per CP&F filed September 25, 1984;

Thence, South 05°13'39" West, 2292.53 feet to the Northwest corner of said Lot 1, "Kelch's Addition to Sandpoint" and the **TRUE POINT OF BEGINNING;**

Thence along the North line of said Lot 1, South 89°44'58" East, 30.00 feet to the Northerly common corner between said Lot 1 and Lot 2 of said Addition;

Thence leaving said common corner and along the North line of said Lot 2, South 89°44'58" East, 20.47 feet;

Thence leaving said North line and along a line parallel with the West line of said Lot 2, South 00°18'39" West, 77.00 feet to the South line of said Lot 2;

Thence leaving said parallel line and along said South line, South 83°54'41" West, 20.60 feet to the Southerly common corner between said Lot 1 and Lot 2;

Thence leaving said common corner and along the South line of said Lot 1, South 83°54'41" West, 30.19 feet to the Southwest corner of said Lot 1;

Thence leaving said Southwest corner and along the West line of said Lot 1, North 00°18'39" East, 82.61 feet to the **TRUE POINT OF BEGINNING**, consisting of 4,028 sq. ft. of land, more or less.

Excepting therefrom

Any Rights-of Ways, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning ordinances and use regulations, of record or in view.

EXHIBIT B

BRIDGE STREET, LLC
To
CITY OF SANDPOINT

A parcel of land consisting of the South 1 foot of "Lot 8 in Block 2 of Bridge Addition to Sandpoint, Idaho, according to the plat thereof, recorded in Book 1 of Plats, Page 52 (Book B, Page 91), records of Bonner County, Idaho", and "a strip of land 5 feet wide and 150 feet long, lying between the South line of Lot 8 in Block 2 of Bridge Addition and the North line of Bridge Street in said Addition" as described on Warranty Deed Instrument No. 948681, located in the Northeast Quarter of Section 22, Township 57 North, Range 2 West, B.M., City of Sandpoint, Bonner County, Idaho, more particularly describe as follows:

COMMENCING at the Northeast corner of said Section 22, which falls in a building per CP&F filed September 25, 1984;

Thence, South 05°13'39" West, 2292.53 feet to the Northeast corner of said Lot 8 of "Bridge Addition to Sandpoint";

Thence along the East line of said Lot 8, South 00°18'39" West, 54.00 feet to the Southeast corner of the North 54 feet of said Lot 8;

Thence leaving said corner and continuing along said East line, South 00°18'39" West, 20.00 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said East line, South 00°18'39" West, 1.00 foot to the Southeast corner of said Lot 8, also being the Northeast corner of "a strip of land 5 feet wide…lying between the South line of Lot 8 in Block 2 of Bridge Addition and the North line of Bridge Street in said Addition" according to said Warranty Deed Instrument No. 948681;

Thence along the East line of said 5 foot strip, South 00°18'39" West, 5.00 feet to the Southeast corner of said strip of land;

Thence leaving said Southeast corner and along the South line of said 5 foot strip, North 89°44'58" West, 150.00 feet to the Southwest corner of said strip of land;

Thence leaving said Southwest corner and along the West line of said 5 foot strip, North 00°18'39" East, 5.00 feet to the Northwest corner of said 5 foot strip, also being the Southwest corner of said Lot 8;

Thence leaving said corner and along the West line of said of said Lot 8, North 00°18'39" East, 1.00 foot;

Thence leaving said West line and along a line parallel with the South line of said 5 foot strip,

South 89°44'58" East, 150.00 feet to the **TRUE POINT OF BEGINNING**, consisting of 900 sq. ft. of land, more or less.

Excepting therefrom

Any Rights-of Ways, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning ordinances and use regulations, of record or in view.

No: 22-039
Date: July 20, 2022

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AMENDMENT TO AGREEMENT FOR EXCHANGE OF REAL PROPERTY WITH BRIDGE STREET, LLC

WHEREAS: Resolution 22-011 on March 2, 2022, authorized the execution of the Agreement for Exchange of Real Property with Bridge Street, LLC (the LLC), to formalize the terms of a real property exchange with the LLC, where the City exchanged Bonner County Parcel RPS0215000001A, a portion of a parcel of land .31 acre in size, described as 22-57N-2W Kelch's Additional All Walkway, for a portion of property owned by the LLC, adjacent to public right-of-way;

WHEREAS: The City and the LLC have acted in good faith to complete the exchange as outlined in the Agreement, including, in accordance with City Code, effecting a replat prior to closing and recording the Warranty Deeds;

WHEREAS: Although the required replat has now been completed, this process delayed the original closing date of April 15, 2022, with City staff recommending an amendment to the Agreement, reflecting a new closing date of August 1, 2022;

WHEREAS: Additionally, Phase III of the City's Downtown Revitalization Project is now scheduled to commence in September 2023, where the Agreement provides terms that require improvements along the Bridge Street right-of-way that need to be completed no sooner than the commencement of the City multimodal project; and,

WHEREAS: City staff recommends an additional amendment to the Agreement, reflecting new completion dates for the improvements along the public right-of-way from May 30, 2023, to August 30, 2023, to allow for additional design coordination between the two projects.

NOW, THEREFORE, BE IT RESOLVED THAT: On behalf of the City, the Mayor or his designee is hereby authorized to sign Amendment No. 1 to the Agreement for Exchange of Real Property with Bridge Street, LLC, and any other documents necessary to amend this agreement as outlined herein.

Shelby Rognstad, Mayor

ATTEST:

Melissa Ward, City Clerk

Instrument # 1009172
Bonner County, Sandpoint, Idaho
08/01/2022 11:51:16 AM No. of Pages: 5
Recorded for: ALLIANCE TITLE - SANDPOINT
Michael W. Rosedale Fee: $22.00
Ex-Officio Recorder Deputy cbrannon
Index to: MISC

COVER FOR AMENDMENT NO. 1 TO THE AGREEMENT FOR EXCHANGE OF REAL PROPERTY

(Recording cover sheet added at the request of the Bonner County recorder's office)

Unofficial Document

Recording requested by:
City of Sandpoint, Idaho
1123 Lake Street
Sandpoint, Idaho 83864

THIS INSTRUMENT FILED FOR RECORD BY ALLIANCE TITLE & ESCROW CORP. AS AN ACCOMMODATION, IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

City of Sandpoint, Bonner County, Idaho

AMENDMENT NO. 1 TO THE AGREEMENT FOR EXCHANGE OF REAL PROPERTY

Parties: City of Sandpoint and Bridge Street, LLC An Agreement

This Amendment, made and entered into this 29th day of July, 2022, (the "Effective Date"), by and between the CITY OF SANDPOINT, IDAHO a political subdivision of the State of Idaho, 1123 Lake Street, Sandpoint, Idaho 83864 (the CITY), and BRIDGE STREET, LLC, a Nevada Limited Liability Company, of 1800 Quail Street, Suite 110, Newport Beach, California 92660 (BRIDGE STREET);

WHEREAS, the parties entered an Agreement for Exchange of Real Property (Instrument No. 1002959), effective the 7th day of March, 2022, to exchange real property owned by the CITY, for real property owned by BRIDGE STREET, consisting of additional right-of-way along Bridge Street to improve pedestrian, bicycle and vehicle safety and mobility in conjunction with other intersection improvements at Bridge, Church and First Streets;

WHEREAS, in addition to exchange of the parties' respective real properties, BRIDGE STREET agreed to a cash payment to the CITY, as well as committing to perform certain construction work on the property it will acquire, and granting an easement to the CITY for public

Unofficial Document

access from Bridge Street to other property owned by the CITY; and,

WHEREAS, in accordance with CITY code, the exchange of property could not be completed without the creation and approval of a replat;

WHEREAS, the commencement of the CITY's related Downtown Revitalization, Phase III construction project will not occur until September of 2023;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in the Agreement, the parties hereby agree as follows:

1. CONSIDERATION: The terms of the original Agreement, Instrument No. 1002959, ('Agreement') remain in full force and effect, except as modified herein.
2. AMENDMENTS: the following terms modify the terms of the original Agreement and constitute consideration for this Amendment No. 1:

   a. Section 2. CLOSING: delete Section 2, "CLOSING" in its entirety and replace with the following: "Closing of the transaction described herein will occur on or before August 1, 2022, unless otherwise agreed upon by the parties, in writing."

   b. Section 6.a SPECIAL CONDITIONS: modify Section 6.a "SPECIAL CONDITIONS" by replacing the date "May 31, 2023" with the date "August 30, 2023."

   b. Section 6.b SPECIAL CONDITIONS: modify Section 6.b "SPECIAL CONDITIONS" by replacing the date "May 31, 2023" with the date "August 30, 2023."

IN WITNESS WHEREOF, the CITY, by and through its Mayor and City Clerk, and the BRIDGE STREET, by and through the Managing Member, have executed this Agreement to be effective the day and year first above written.

Unofficial Document

DATED this 1 day of AUG, 2022.

CITY OF SANDPOINT

1123 Lake Street
Sandpoint, Idaho 83864

Name: Shelby Rognstad
Title: Mayor

BRIDGE STREET, LLC a Nevada limited Liability company
1800 Quail Street, Suite 110
Newport Beach, California 92660

Manager

Name: Clifford Davis
Title: Manager

STATE OF IDAHO)
: ss.
County of BONNER)

On this 1 day of AUG, 2022, before me, the undersigned, a Notary Public in and for the said State, personally appeared SHELBY ROGNSTAD, known to me to be the Mayor of Sandpoint, Idaho, the person whose name is subscribed to the above and foregoing WARRANTY DEED, and acknowledged to me that he executed the same on behalf of said City of Sandpoint, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date first above written.

DENISE WARREN
COMMISSION #20200951
NOTARY PUBLIC
STATE OF IDAHO

Notary Public in and for: IDAHO
Residing at: Residing In: Athol, ID
Commission expires: Commission Expires: 03/09/2026

Unofficial Document

STATE OF IDAHO)
: ss.
County of BONNER

On this 29 day of JULY, 2022, before me, the undersigned, a Notary Public in and for the said State, personally appeared Clifford Davis, known to me to be the Managing Member of Bridge Street, LLC, the person whose name is subscribed to the above and foregoing WARRANTY DEED, and acknowledged to me that he executed the same on behalf of said Bridge Street, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date first above written.

DENISE WARREN
COMMISSION #20200951
NOTARY PUBLIC
STATE OF IDAHO

Notary Public in and for: IDAHO
Residing at: **Residing In: Athol, ID**
Commission expires: **Commission Expires: 03/09/2026**

Unofficial Document

AGENDA REPORT

City Council Meeting

TODAY'S DATE: October 21, 2025

MEETING DATE: November 5, 2025

TO: Mayor Grimm and members of the Sandpoint City Council

FROM: Jason Welker, Planning & Community Development Director

SUBJECT: Averill Hospitality request for lease of public facilities at City Beach Park

EXECUTIVE SUMMARY:

Averill Hospitality Group, developer of the proposed Sandpoint Lakeside Resort adjacent to City Beach Park, has submitted a request involving City-owned waterfront property: the 2.29-acre City Beach RV Park parcel located south of Bridge Street.

The proposal seeks either a long-term lease or purchase of the City Beach RV Park property for use as a surface parking lot serving City Beach Park, the marina, and the proposed resort. Averill's letter to the City states that the resort project "will not proceed if the City redevelops the existing City Beach RV Park into any use other than parking," asserting that an adjacent RV park is incompatible with the hotel's market positioning and guest experience. The Group proposes either (a) a 30-year lease at an annual rent equal to 110% of the City's projected net revenues from the planned RV Park redevelopment, or (b) a purchase at fair market value, as determined by an independent appraisal.

Staff's review finds that both options raise public policy and legal considerations. The RV Park parcel is encumbered by a recorded BNSF Railway covenant restricting its use to "park purposes," with title reverting to BNSF if that condition is violated. In addition, the City has been awarded nearly $1 million in Idaho Department of Parks and Recreation (IDPR) grant funding for design and reconstruction of the RV Park, which generates about $100,000 annually and is expected to increase to $135,000 per year following renovation. These revenues are a key funding source for the City's Parks Capital Improvement Fund.

Given these constraints, staff recommend a cautious approach. The report outlines defensible parameters for a potential lease that would maintain compliance with the BNSF covenant, requiring the property to remain publicly owned, publicly accessible, and used for park purposes. Council's action should focus on providing direction to staff regarding whether to continue evaluating the proposal, negotiate limited terms consistent with these parameters, or decline further discussions and reaffirm the City's commitment to retaining the property as a publicly managed park asset.

DESCRIPTION/BACKGROUND:

On June 18, 2024 Sandpoint's Planning & Zoning Commission unanimously approved conditional use permit application PCUP23-0004, a request by Oz Architecture on behalf of Averill Hospitality Group, to construct a 296,000 sf hotel resort, including 181 guest rooms, a 4,600 sf restaurant, a 14,262 sf event space, a second 1,391 sf standalone restaurant, and 240 structured parking spaces and proposed

guest amenities, such as Fitness and Wellness areas and a pool, recreational equipment rental, and a "curated retail space" on 3.36 acres at 56 Bridge Street, immediately adjacent to City Beach Park.

On the same night, the P&Z Commission approved a variance request (PVAR24-0001) to allow for a setback of 40 to 110 feet from the property line along Bridge Street, in place of the required 0 foot maximum setback in the Commercial A zone.

Subsequently, in November of 2024, the Averill group approached planning staff and requested permission to implement provisions allowed under Sandpoint City Code to adjust the amount of off-street parking the hotel would provide. Originally approved with 240 structured parking stalls, a parking demand analysis completed by Kimley-Horn traffic engineers established an actual level of demand of 141 spaces based on expected utilization and occupancy of the hotel and its various amenities. Sandpoint City Code Title 9-5-1, E, "Parking Demand Analysis" at the time allowed the planning director to accept or reject the results of a parking demand analysis and reduce the amount of off-street parking from the level required in code. The Averills requested to reduce their structured parking from 240 stalls to 145 stalls and agreed to pay an in-lieu of fee of $10,000 per stall for 40 stalls, while the City agreed to allow an additional reduction of 45 stalls based on the parking demand analysis. (Note: §9-5-1,E has since been amended to require approval of parking reductions to be granted by the "relevant permit authority," which, in the case of the CUP, is the P&Z Commission).

Over the winter of 2024/2025 the Averill Group engaged in occasional meetings with planning staff during which they indicated that their site plan and architecture had evolved from that which was approved in June of 2024. The Group wished to know the extent to which they could deviate from the approved concept without having to apply for a new CUP. Staff explained that no decision on whether a new CUP would be required was possible until an updated concept was brought to staff, at which time staff would determine whether any changes were substantial enough in their deviation from the approved concept to require a new CUP. Preliminary concepts of a revised site plan shown to staff in the spring were determined to deviate substantially enough to warrant a new CUP; however, no formal request for a change to the approved plan was submitted at that time.



Figure 1: Slips 109, 111, 113, 115, and 117 on the 100 dock at Windbag Marina

By spring of 2025 planning staff alerted the Averill Group that their CUP would expire on July 5th, and that a request for extension would have to be presented to the P&Z Commission. The extension request was submitted on June 25th, 2025, and brought to the P&Z Commission at the July 22nd meeting. The P&Z Commission voted unanimously to extend the CUP based on the approved site plan for a period of one year from that date, until July 22nd, 2026.

Follow-up meetings with the Averill Group at which they presented further refined site plans and architectural concepts for the hotel resulted in planning staff determining that the concept presented was substantially compliant with the original CUP and thus would not require a new CUP hearing. By late July of 2025 the Averills indicated that they would obtain a demolition permit in September and would apply for a building permit by spring of 2026 to begin foundation work for the hotel. As of today (October 21st) no permits have been applied for or issued.

On September 29th, the Averills' local representative, Ben McGrann, sent an email to the City with the subject line, "AH – Proposed Marina Slip Lease Agreement," which stated,

> *"On behalf of Averill Hospitality, I'd like to request the City's consideration of the proposed Marina Slip Lease Agreement for five slips at Windbag Marina (BW 109, 111, 113, 115, and*

117). These slips are integral to supporting guest access and operations tied to the Hotel redevelopment."

The email had a draft lease agreement attached in which the Averills requested lease of five slips on the 100 Dock at Windbag Marina for "an initial term of 10 years" which will "automatically renew for subsequent 10-year periods unless otherwise terminated." The Group offered to "pay to Lessor (the City) rent equal to 1.5x of the seasonal rate charged to Sandpoint residents for a 24-foot Windbag 100 fixed dock." As for how the docks would be used by the hotel, the draft agreement stated, "Lessee, its employees, agents and assignees, including any registered guests of the Resort, shall have the exclusive right to use the Premises during the Term."

The request before council tonight **does not include a lease agreement** for the five slips on the 100 Dock and the information above is provided only as context to the ongoing discussions that have taken place between the Averills and City Staff.

CURRENT REQUEST

On October 15th, 2025, Mr. McGrann sent another email to the City with an attached letter from Dan Averil "regarding updated stance on the RV Park and an alternative proposal." The letter stated the following,

> "*I must be direct and clear: the Sandpoint Lakeside Resort project will not proceed if the City redevelops the existing City Beach RV Park into any use other than parking. The character, density, and proximity of an active RV park are incompatible with the level of guest experience, design quality, and market positioning of the proposed four-star waterfront resort. Proceeding with the RV park redevelopment would jeopardize the hotel's feasibility and eliminate the economic and community benefits this project is poised to deliver."*

Mr. Averill then offered to either lease or purchase the 2.29-acre City-owned RV park property, with the following terms:

- Lease: 30-year term with renewal options at an annual rent equal to 110% of the City's projected net revenues from the proposed RV park redevelopment.
- Purchase: "at fair market value, as determined by an independent appraisal acceptable to both parties."

Mr. Averill's letter concludes with: "To be clear**, the Sandpoint Lakeside Resort cannot move forward** without a binding agreement that the adjacent parcel will be reserved exclusively for parking use serving City Beach and the marina."



Figure 2: City Beach RV park property

ADDITIONAL BACKGROUND INFORMATION:

Windbag Marina Lease Agreements with the Edgewater Resort:

The history of lease arrangements between the City of Sandpoint and the owners of the Edgewater Resort dates back to the 1980s, when Robert A. Cox, doing business as *The Edgewater Lodge*, entered into a lease with the City in May 1984 for use of City-owned property along the shoreline east of the hotel. That lease included portions of the lawn and beach area but did not, at the time, formalize any rights to dock or moorage space. Following Mr. Cox's death, the lease expired and was never

reassigned, leading to a period of uncertainty regarding the hotel's continued use of adjacent City property and boat slips.

In the early 2000s, the City, the Cox family, and associated entities (including BVG Sandpoint Ltd. and TimberBay, LLC) entered into a settlement agreement to resolve longstanding disputes over shoreline ownership, access rights, and use of dock facilities at City Beach. The 2004 settlement realigned property boundaries and established mutual easements for access, utilities, and future development. As part of the 2004 settlement, the City retained ownership of the Windbag Marina and adjacent public beach areas, while the Cox family continued to lease and maintain use of the lakeside parcel / lawn area immediately in front of the Edgewater Resort under subsequent lease agreements with the City. Ownership of that parcel was later conveyed to the Cox Family LLC through a separate land exchange involving the RV park property across Bridge Street prior to its sale to Averill Hospitality Group in 2021.

To formalize the continued use of City marina facilities by the Edgewater, the parties entered into a new lease agreement in 2007 between the City of Sandpoint and the Allen G. Cox Family LLC and Jaquita D. Cox. That agreement specifically provided for the lease of five (5) boat slips on the most westerly finger (today known as the 100 Dock) of the City's Windbag Marina to the Cox family "for the use of the lessee and its guests." The lease also addressed reciprocal use of the adjacent lawn area and recognized the City's intent to expand and manage the marina while maintaining public access and preserving view corridors from the hotel property.

The 2007 lease took effect January 1, 2008, with an initial ten-year term ending December 31, 2017, and included options for up to four ten-year renewals upon mutual agreement of the parties. However, the lease was not renewed following its expiration in 2017, and no subsequent transfer or assignment of those lease rights occurred when the property was sold to Averill Hospitality Group in 2021. Since that time, the City has continued to allow the Edgewater Resort to use the same five slips on an annual basis under informal seasonal renewals while broader redevelopment plans for both the hotel and the City Beach area have been under discussion.

RV Park Property and Railroad Covenant:

The parcel south of Bridge Street historically used as the City Beach RV Park was conveyed to the City of Sandpoint in January 2022 by the Allen G. Cox Family LLC as part of a land exchange that resolved ownership boundaries between the City and the Cox family. The deed transferring the property to the City included a restrictive covenant in favor of BNSF Railway. This covenant dates back to a 1922 conveyance from Northern Pacific Railway and was formally re-established through a 2021 "Agreement for Transfer of Restrictive Covenant" among BNSF, the City, and the Cox family.

Under the covenant, the City holds the property *"only so long as the premises are used for park purposes."* If the property ceases to be used for park purposes, title may revert to BNSF Railway. The covenant also prohibits new railroad grade crossings and exempts BNSF from any cost or assessment related to park improvements or maintenance.

This condition has important implications for the Averill Hospitality Group's request to lease or purchase the parcel for use as a parking lot. Because the property must remain devoted to park purposes, a sale for private or exclusive use could trigger the reversion clause unless BNSF consents to or amends the covenant. A lease arrangement, however, could be structured to maintain compliance, if the parking use is clearly defined as public parking that supports access to City Beach and the marina and remains under City control and oversight.

In short, the City cannot sell the RV park parcel outright without either obtaining BNSF's written waiver or ensuring the property's continued use for public park or park-related purposes. A City-owned, publicly accessible parking facility operated by Averill under a lease would be the most defensible approach for maintaining compliance with the covenant and protecting the City's interest in this waterfront property.

Current City Plans for RV Park

As council is aware, the City applied for and was awarded a $950,000 Recreational Vehicle Fund grant from Idaho Department of Parks and Recreation earlier this year. Since receiving that award, the City

has solicited a request for qualifications, led a site visit with seven engineering firms, and, as of October 11th, received six statements of qualifications from firms interested in in undertaking design and engineering work for a renovation of the RV Park and a redesign of City Beach Parking lot to better improve vehicle flow, to provide a drop-off area and bus turnaround, better access for boat trailers using the launches, a pedestrian path providing access to the beach from the parking lot, and improved stormwater management and treatment. IDPR grant funding will pay for the construction phase of the RV Park renovation, while the intent is to use the design for parking lot improvements to seek additional grants in the years ahead, which, matched with Parks CIP fund, could be used for a reconstruction of the parking lot in 2027 or 2028 (if awarded).

On October 22nd a staff committee reviewed the six engineering firms' submittals and narrowed them down to two firms that have been moved to the interview stage. We expect to interview those two firms soon and recommend awarding a contract for engineering and design services.

Current and Expected RV Park Revenues

The City assumed operations of the RV Park in 2022. The revenues since that time have been:

- 2022: $96,905
- 2023: $106,488
- 2024: $94,210
- 2025: $100,962

Revenues generated by the RV Park support the Parks Capital Improvement Fund. Other significant revenue sources into Parks CIP, along with average earnings over the last three years include:

- Moorage at City Beach and Windbag Marinas: $250,000
- War Memorial Field use fees: $95,000
- Travers/Centennial/Great Northern Sports Complex: $28,000

Among the four largest revenue generators for Parks Capital Improvement Fund, **the City Beach RV Park accounts for roughly 21% of the funding source for parks projects**, contributing toward efforts to maintain and improve parks infrastructure across Sandpoint's 84 acres of public open space.

Staff anticipate that following a $1 million renovation, the Sandpoint City Beach RV Park will become an even more desired destination for summer vacationers looking to take advantage of the access and amenities City Beach provides with its proximity to downtown businesses and recreation opportunities. We expect higher levels of occupancy during the regular RV Park season (April – October), especially during the peak summer months of July and August. Given relatively conservative occupancy assumptions ranging from 20% in the early and late seasons to 90% during the two peak months of summer, **staff estimates revenues earned at the renovated RV Park will increase to around $135,000** per year, bumping it to 27% of overall funding for Parks CIP.

Operating expenses of the RV park have averaged $20,000 over the four years the City has operated it. These would not be expected to change significantly following renovations, resulting in **expected *net revenues* following renovations of $115,000**.

OPTIONS FOR COUNCIL TO CONSIDER:

RV Park Lease or Purchase Request

Averill Hospitality Group has requested to either lease or purchase the 2.29-acre City Beach RV Park property for use as a surface parking facility for use by City Beach Parkgoers, Marina slip leases, and guests of the proposed hotel. The property is encumbered by a recorded BNSF Railway covenant restricting use to "park purposes", with title reverting to BNSF if that condition is violated.

If Council chooses to explore a lease arrangement, staff recommends that any future negotiations adhere to the following terms:

- **Use:** The property must continue to serve public park purposes, defined to include public parking supporting City Beach and marina access. Hotel use may be allowed only as incidental to the broader public purpose and shall not be limiting in any way of public use.
- **Term:** A maximum lease term of 30 years, with any renewals subject to Council review and continued compliance with the BNSF covenant.
- **Rate:** Annual lease revenue should be no less than 110 percent of the projected *net annual revenue* the City would otherwise generate by operating the renovated RV Park (estimated at $115,000 per season).
- **City Oversight:** The City must retain operational control and policy authority over parking management, signage, rate structure, hours, maintenance standards, and public access.

If Council instead wishes to consider a sale of the property, the transaction would require BNSF's written consent or amendment of the restrictive covenant, as well as recorded deed restrictions ensuring the property remains in perpetual public-parking use. Given the covenant's reversionary clause, staff advises that a lease arrangement is the more defensible approach for maintaining compliance and protecting the City's long-term interest in this waterfront parcel.

ACTION:

City Council is asked to provide direction to staff regarding how to proceed with the requests submitted by Averill Hospitality Group a lease or purchase of the City Beach RV Park property.

Council may choose to:

1. **Direct staff to prepare draft lease terms** for Council's future consideration consistent with the parameters described in this report;
2. **Direct staff to continue discussions** with Averill Hospitality Group but limit those discussions to a specific scope or timeline; or
3. **Decline to pursue lease or sale negotiations**, confirming the City's intent to retain both facilities as publicly managed and publicly accessible park assets.

WILL THERE BE ANY FINANCIAL IMPACT? N HAS THIS ITEM BEEN BUDGETED? N

ATTACHMENTS:

2007 Cox Family lease

2022 Warranty deed for RV Park property

BNSF covenant on RV Park property

Letter to Council from Averills proposing alternative for RV Park property

Follow up email to Mayor Grimm from October 27th re: RV Park

Recorded at the Request Of:
Return To:

John A. Finney
Finney Finney & Finney, P.A.
120 E. Lake St, Ste 317
Sandpoint, Idaho 83864

FILED BY J. Finney
2007 DEC 27 P 4:24
39.00
RECORDER
DEPUTY

This Space For Recorder's Use:

743501

SANDPOINT - COX LEASE

This Lease is entered into this 15th day of November, 2007 between the CITY OF SANDPOINT, IDAHO, a municipal corporation, whose address is 1123 Lake Street, Sandpoint, Idaho 83864, hereinafter referred to as "CITY" or "LESSOR" and ALLEN G. COX FAMILY L.L.C., a Idaho limited liability company and JAQUITA D. COX, whose address is P.O. Box 128, Sandpoint, Idaho, 83864 hereinafter referred to as "COX" or "LESSEE."

RECITALS

WHEREAS, the City and Robert A. Cox d/b/a The Edgewater Lodge entered into a Lease and a Letter of Understanding, each dated May 22/23, 1984 ("1984 Lease") regarding a portion of real property owned by the City;

WHEREAS, Robert A. Cox by an assignment holds the lessee's interest in that certain agreement, Lease Number N.P. 92552 dated July 7, 1972 ("NP 92552 Lease") regarding a portion of real property then owned by the railroad;

WHEREAS, Robert A. Cox is deceased, and his interest in the 1984 Lease and the NP 92552 Lease are held by the Estate of Robert A. Cox, Deceased with Jacquita D. Cox appointed Personal Representative of the Estate pursuant to Bonner County Case No. 27654;

WHEREAS, ALLEN G. COX FAMILY, L.L.C. and JAQUITA D. COX have acquired fee title ownership to a portion of the real property previously owned by the railroad, subject to the NP 92552 Lease;

WHEREAS, the CITY owns certain real property and COX owns certain real property referenced above, which are adjacent to each other;

WHEREAS, the CITY and COX and the parties to the various leases and fee ownerships have invested substantial sums of money and resources in the maintenance and improvement of the respective parcels;

WHEREAS, Sand-Ida Services, Inc., an Idaho corporation pursuant to a sublease, operates a motel, a lounge and a restaurant on certain real property owned by COX and owned by CITY;

WHEREAS, the parties desire to simplify the lease structure and relationships, given the transfers of title, assignments of leases, and changes in circumstances; and,

WHEREAS, said lease and maintenance is in the best interest of the public;

NOW, THEREFORE, in consideration of the foregoing purposes and other good and valuable consideration, and upon the following mutual covenants and agreements, the parties agree as follows:

1. Superseding Agreement: The 1984 Lease and any and all other leases or similar agreements, are hereby superseded and replaced by the terms and conditions contained herein, effective on the effective date set forth below.

2. Premises Leased By City To Cox (Lawn): The CITY hereby leases to COX the portion of the parcel of real property located in Bonner County, Idaho, bounded on the South by the edge of the existing sidewalk for Bridge Street, on the West by the property line of the COX real property (consisting of a portion of the prior railroad right of way), on the East by the existing curb with its ends projected northerly and southerly, and on the North by a line approximately 25 feet south of the right of way for Dock Street. The CITY shall construct improvements between the northern boundary and Dock Street consistent with the Cox City of Sandpoint Dock Street Improvements plan prepared by Runa Group dated 10/10/07. Based upon said improvements, the legal description of the lease premises is described as follows:

> A tract of land located in a portion of the Northwest Quarter of Section 23, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:
>
> Commencing at the Northwest corner of said NW1/4 of Section 23; thence N89°55'47"E along the North line of said NW1/4 a distance of 130.95 feet to the original East right of way of the Burlington Northern – Santa Fe Railroad; thence S10°45'10"E along said right of way a distance of 1,814.60 feet to a point, said point being the True Point Of Beginning; thence continuing along said right of way S10°45'10"E a distance of 523.14 feet to an intersection with the North line of the existing sidewalk; thence S83°14'24"E along said North line a distance of 65.25 feet; thence S83°29'30"E along said North line a distance of 68.22 feet; thence N11°06'52"W a distance of 526.52 feet; thence N84°21'17"W a distance

of 129.31 feet to the True Point of Beginning. Said parcel contains 1.51 acres.

The lease premises shall be controlled by the physical improvements which shall be substantially in conformity with the descriptions herein.

CITY hereby leases the above described parcel to COX, subject to the rights expressly reserved to the CITY herein.

3. Non-Competition With Restaurant/Hotel: CITY agrees during the term of this agreement, to not operate or to lease any property for any restaurant or hotel facilities on the remainder of the premises owned by CITY at the City Beach and/or Marina. This covenant does not prohibit concession stand operations.

4. Premises Lease by Cox to City (Boat Basin): COX hereby leases to the CITY the portion of the parcel of real property located in Bonner County, Idaho described as follows:

> A portion of the Cox parcel running from the center or thread of Sand Creek to the artificial high water mark of Lake Pend Oreille, together with a non-exclusive easement for ingress and egress being 25' from the artificial high water mark.

COX hereby leases the above described parcel to the CITY, subject to the rights expressly reserved to COX herein.

5. Term: This lease shall be for an initial term of ten (10) years, commencing effective January 1, 2008 and terminating December 31, 2017.

6. Renewal: So long as no material uncured default exists or is continuing in the performance of any of the terms, covenants, and conditions by LESSEE of this Lease, LESSEE shall have the option to exercise up to four (4) additional successive ten (10) year renewals, as set forth herein. Each and every term, covenant, and condition shall continue. LESSEE shall at least ninety days but no more than two years prior to the expiration of the then existing term, notify the CITY in writing of its exercise of the option to renew for an additional successive term.

7. Rental Payment: The rental payment by LESSEE to CITY for the initial term shall be a total of SIX THOUSAND SIX HUNDRED TWELVE AND 00/100 DOLLARS ($6,612.00) payable annually, due in advance on the fifth day of January of each year of the Lease, in lawful money of the United States to the Treasurer of the CITY. Said rental figure shall be increased annually by an amount to be determined by the percentage of

AK SK 3/20/18 12-22-17

increase ~~or decrease~~ in the cost of living index as reported in the "Consumer Price Index (CPI) for all Urban Consumers, U.S. CITY Average," as published by the Bureau of Labor Statistics, or in the event the Department of Labor ceases to publish said Index, by any similarly compiled Index. The CPI Adjustment will be calculated from July of the previous lease year to July of the present lease year, but in no event shall the increase exceed Three Percent (3%). In the event LESSEE fails to pay the full amount of the rent when due, LESSEE shall pay a penalty of 5% of the amount due and interest at the rate of 12% per annum on the unpaid balance. The rental payment takes into account the use of the various premises by the LESSEE and by the CITY, and the resulting figure is allocated sixty percent to the "lawn" area and forty percent to the "dock/slips."

8. Use Of Premises Leased By City To Cox : LESSEE shall not use, nor permit the Premises or any part thereof to be used for any purpose other than LESSEE's use of the existing swimming pool and existing deck areas and the remaining area as grassy open space, or as approved herein or as may be hereafter approved by the CITY in writing (including but not limited to modifications to stormwater as approved by the CITY). LESSEE shall also have complete access to the CITY's adjacent public beach area. Further, the public shall have complete access to the lawn area, except as set forth herein. LESSEE further agrees to allow the CITY to construct, install, and maintain an eight (8) foot wide paved or otherwise non-permeable path adjacent to the sand on the eastern edge of the Premises, for the purpose of connecting the City Beach with the Windbag breakwater and marina docks, including reasonable low intensity down draft lighting (consistent with the existing CITY light plan). The path shall be constructed, installed, and maintained at CITY expense.

9. Use Of Premises Leased By Cox To City: CITY shall not use, nor permit the Premises or any part thereof to be used for any purpose other than CITY's use of the existing boat basin, and ingress and egress therefrom over a twenty five foot wide strip measured from the artificial high water mark of Lake Pend Oreille.

10. Insurance, Indemnification, and Hold Harmless:

A. LESSEE shall maintain general liability insurance protecting LESSEE and the CITY from any claim for property damage or personal injury, including death, which may arise from LESSEE's lease of the Premises, in an amount not less than $1,000,000.00 of a type and placed with a company qualified to do business in the

State of Idaho. A certificate of such insurance shall be provided upon request to the Clerk of the CITY and LESSEE shall provide notice to the CITY of any proposed cancellation. LESSEE assumes all risk of loss, damage or destruction to facilities owned by LESSEE on the Premises. LESSEE further assumes all risk for and agrees to defend, indemnify and hold CITY harmless from any claim for injury or damage, including attorney fees and costs, arising out of any activity carried on by LESSEE or condition created by LESSEE on the Premises.

B. CITY shall maintain general liability insurance protecting CITY and the LESSEE from any claim for property damage or personal injury, including death, which may arise from CITY's lease of the Premises, in an amount not less than $1,000,000.00 of a type and placed with a company qualified to do business in the State of Idaho. A certificate of such insurance shall be provided upon request to the LESSEE and CITY shall provide that notice to the LESSEE of any proposed cancellation. CITY assumes all risk of loss, damage or destruction to facilities owned by CITY on the Premises. CITY further assumes all risk for and agrees to defend, indemnify and hold LESSEE harmless from any claim for injury or damage, including attorney fees and costs, arising out of any activity carried on by CITY or condition created by CITY on the Premises.

11. Nuisance: Neither LESSEE nor CITY shall commit, or allow to be committed, any unlawful activity, any waste, or any nuisance upon the Premises.

12. Improvements or Alterations: Neither LESSEE nor CITY shall make, or allow to be made, any additional improvements to or alterations of the Premises or any part thereof without the prior written consent of the other, except as set forth herein. This provision shall not apply to maintenance, repair, or replacement of existing facilities or improvements. Any improvements to or alterations of the Premises at the expiration of this Lease shall be removed by the leasing party at the leasing party's expense. Further, the CITY agrees to work with the National Park Service to create 6(f) boundaries for the leased property that exclude the current deck (approximately 1,770 square feet) and pool (approximately 2,520 square feet). No development or change of any kind shall be made by the Lessee on that part of CITY land included within the 6(f) boundary, except as set forth herein.

13. Public Regulation: The CITY reserves the right so long as the same is reasonable and

consistent with necessary security and public health and safety requirements to jointly direct and control public access to the Premises. The LESSEE may not create any barrier to such access without the written consent of the CITY.

14. Public Grant Funds: It is mutually understood that CITY has made improvements on the beach with funds obtained from various governmental agencies. LESSEE covenants to refrain from doing any act and to do all that is reasonably possible to prevent any act from being done which would violate any commitment made to these agencies.

15. Dock(s) and Marina: LESSEE has an existing Edgewater dock located upon the previous demised premises pursuant to the 1984 Lease and CITY has the existing Windbag Marina located adjacent thereto. The CITY has plans to expand the existing docks and slips at the Windbag Marina and desires to replace the existing Edgewater dock, with dock(s) and slips located along the most westerly finger of the marina, with five (5) dedicated slips for use by the LESSEE, and its guests and the remainder of said finger dedicated to CITY managed transient use. Further, the LESSEE and its guests, may make use of any other day use and/or transient moorage, which CITY agrees to maintain a reasonable amount of such moorage. LESSEE may maintain the existing Edgewater dock in its existing location, until such time as CITY constructs such replacement dock and slips, including access thereto from the Premises (lawn) leased to COX in a location adjacent to or near dock street/the jetty. CITY agrees that the expanded docks and slips at the Windbag Marina shall be designed and located to preserve a reasonable view from the COX property. In regards thereto, the "200 section" dock and the docks constructed further east shall be extended to a length no further that 225' south of the current access dock/walkway. Further, the docks constructed further west thereof shall be shorter and shall be extended to a length no further than 150' in the "100 section" and no further than 125' in the "10 section" south of the current access dock/walkway. LESSEE agrees to consent to the permits for the expanded docks and slips, as set forth herein. The CITY shall make good faith efforts to minimize noise in the marina that may disturb LESSEE's guests.

16. Sand: CITY reserves the right to relocate sand on CITY property to the east of the Premises to replace sand moved by erosion or other causes; such sand shall not be placed in any area which is maintained as the LESSEE's lawn.

17. Temporary Events: LESSEE may temporarily rope off areas of the lawn portion of the

Premises temporarily for community events, weddings, or other special events, including incidental food and beverage consumption, approved by the Director of City Parks and Recreation in writing, for periods not to exceed 6 hours and no more than 6 times during any month. Approval shall not be unreasonably withheld.

18. Abandonment: LESSEE shall not vacate or abandon the Premises at any time during the term. In the event LESSEE shall abandon, vacate, or surrender the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to LESSEE and left on the Premises shall be deemed to be abandoned; provided that the CITY may at its election cause to be removed, at the expense of LESSEE, any improvement from the Premises.

19. Maintenance: LESSEE and CITY, respectively, shall keep and maintain the Premises in good and sanitary order, condition, and repair at its own expense. On the Premises leased by City to Cox, LESSEE shall have the responsibility for tree maintenance and landscape management and LESSEE accepts liability for any damage caused by trees. LESSEE agrees to maintain the number of trees currently on the leased premises, but may, upon approval of the CITY forester or other designated CITY representative, relocate trees or replace trees with the same or different species. LESSEE agrees to keep grass and sand well kept and in good repair and largely free of weeds. LESSEE shall maintain the lawn by both watering and mowing it to a standard at least as high as adjacent CITY park land is maintained. Further, LESSEE shall be entitled to maintain, repair, and replace its irrigation system upon the Premises and the adjacent real property of CITY.

20. Surrender of Possession: LESSEE and CITY, respectively, agree on the last day of the term or sooner in the event of termination of this Lease, to surrender the Premises to the other in the same condition as when received, reasonable use and wear thereof, damage by act of God, or by the elements excepted, with all structures removed therefrom.

21. Liens: LESSEE and CITY, respectively, shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by LESSEE or CITY, and shall hold the other harmless therefrom

22. Utilities and Taxes: LESSEE and CITY respectively shall pay for all utility services supplied to the respective Premises including, but not limited to, electrical power. LESSEE and CITY respectively shall be responsible for all taxes and assessments levied against their respective fee owned Premises or their improvement during the term of this

Lease.

23. Entry: LESSEE and CITY, respectively shall permit the other and its agents to enter upon the respective Premises at reasonable times for the purpose of inspecting the same or any other reasonable purpose.

24. Assignments: CITY may not assign this Lease or any interest herein whatsoever. LESSEE shall not assign this Lease or any interest herein, voluntarily or by operation of law, without the prior written consent of the CITY, and said consent shall not be unreasonably withheld, based upon such factors as the existing purposes of the lease, financial responsibility, and character of the proposed assignee. Any such assignment without such consent shall be void and shall, at the option of the CITY, terminate this Lease. Notwithstanding the foregoing, LESSEE may assign, with written notice to the City, this Lease or any interest herein within COX family members and/or COX family controlled entities.

25. Insolvency: The following events shall constitute a default of the Lease by LESSEE:

A. The appointment of a receiver to take possession of all or substantially all of the assets of LESSEE;

B. A general assignment by LESSEE for the benefit of creditors; or

C. Any action taken or suffered by LESSEE under any insolvency or bankruptcy act.

26. Default and Forfeiture: Time and the strict and faithful performance of each and every one of the conditions of this Agreement are expressly made the essence of this agreement. If default be made by LESSEE in payment of any part of LESSEE'S rent when the same shall become due or default be made by the LESSEE in keeping, performing, or observing any of the covenants and agreements herein contained, and said default shall remain so for a period of thirty (30) days after written notice shall have been sent as set forth below in the paragraph entitled "Notice," then in such event the CITY shall have any and all rights and remedies available in law or equity including, but not limited to, the following:

A. CITY may terminate LESSEE'S right to possession of the Premises, and re-enter the Premises, which LESSEE shall peacefully relinquish;

B. CITY may terminate the Lease and all of LESSEE's rights thereunder.

If default be made by CITY in keeping, performing, or observing any of the covenants and agreements herein contained, and said default shall remain so for a period of thirty

(30) days after written notice shall have been sent as set forth below in the paragraph entitled "Notice," then in such event the LESSEE shall have any and all rights and remedies available in law or equity. CITY waives any notice requirement, legal or equitable, except as set forth herein.

27. Attorney Fees: In the event this Lease is placed in the hands of an attorney for enforcement, or in the event of any suit or other proceedings brought for enforcement of the terms of this Lease, or because of the breach of this Lease, the prevailing party shall be entitled to an award of costs and reasonable attorney fees against the other party.

28. Notice: All notices to be given to either party shall be given in writing personally or by depositing the same in the United States Mail, postage prepaid, and addressed to the party at the address noted above or at such other address as may be in writing designated by one other party to the other.

29. Non-Waiver: The waiver by the either party of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of such term, covenant, or condition with regard to any subsequent breach of the same or any other term, covenant, or condition. The subsequent acceptance of rent by the CITY shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant, or condition of this Lease, other than the failure of LESSEE to pay the particular rent so accepted, regardless of the CITY's knowledge of such preceding breach at the time of acceptance of the rent.

30. Holding Over: Any holding over by LESSEE after the expiration of the term, without the consent of the CITY, shall be construed to be a tenancy from month-to-month at a rent rate as set forth in paragraph four (4) above, entitled "Payment", and shall otherwise be on the terms and conditions specified in this Lease, so far as are applicable.

31. Site Limitations**:** LESSEE and CITY have previously examined the respective Premises and accepts the Premises in their present condition and acknowledges that it accepts the Premises.

32. Binding Effect: This agreement shall be binding upon the heirs, parties' legal representatives, successors, and assigns.

33. Time: Time is of the essence of this agreement.

34. Governing Law**:** The validity, meaning, and effect of this agreement shall be determined in accordance with the laws of the State of Idaho applicable to contracts made and performed in that state. Venue shall be in the First Judicial District Court in and for

Bonner County, Idaho.

35. Captions: The captions to the paragraphs of this agreement are for convenience only, and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of those paragraphs.

36. Validity: In the event that any provision of this document is found to be invalid for any reason, it is mutually agreed that the remainder hereof shall remain in full force and effect. It is further mutually agreed that in the event that all or any part of this Agreement should be found to be invalid for any reason, the parties hereto agree to renegotiate this document in good faith.

37. Railroad Covenant: The parties hereto mutually acknowledge the restrictive covenant placed on the real property owned by the CITY and controlled by the Burlington Northern and Santa Fe Railroad. The parties further acknowledge and agree with respect thereto, that nothing will be done on the "demised premises" which might violate the restrictive covenants, to use the same for park purposes without prior written waiver and/or approval of the Burlington Northern Railway or its successor in interest.

38. Compliance, Signage & Literature: All compliance, signage and literature regarding the leased premises shall meet applicable civil rights and accessibility legislation, and shall give notice of the public use of the premises.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed, all as of the date herein first above written.

COX:

Jacquita D. Cox
JACQUITA D. COX

ALLEN G. COX FAMILY, LLC

Gary A. Finney
By: GARY A. FINNEY, Trustee
Its: Manager

STATE OF IDAHO)
: ss
County of Bonner)

On this 18 day of December, 2007, before me, the undersigned Notary Public, personally appeared JACQUITA D. COX, known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Sara J Barker
Notary Public - State of Idaho
Residing at Sandpoint
My Commission Expires: 1-28-2010

STATE OF IDAHO)
: ss
County of Bonner)

On this 18 day of December, 2007, before me the undersigned Notary Public, personally appeared, GARY A. FINNEY, and proved to me on the basis of satisfactory evidence, to be the Manager of ALLEN G. COX FAMILY, LLC that executed the instrument or the person who executed the instrument on behalf of the limited liability company and acknowledged to me that such limited liability company executed the same.



Heather Schubarth
Notary Public-State of Idaho
Residing at: Sandpoint
My Commission Expires: 5-31-2013

CITY: CITY OF SANDPOINT

By: RAYMOND P. MILLER
Its: Mayor

By: MAREE PECK
Its: Clerk

STATE OF IDAHO)
: ss.
COUNTY OF BONNER)

On this 15th day of November, 2007, before me the undersigned Notary Public, personally appeared, RAYMOND P. MILLER, and MAREE PECK, and proved to me on the basis of satisfactory evidence, to be the Mayor and the Clerk, respectively, of the City of Sandpoint that executed the instrument or the persons who executed the instrument on behalf of the City of Sandpoint and acknowledged to me that such City of Sandpoint executed the same.

CHRISTINE M. OSGOOD NOTARY PUBLIC STATE OF IDAHO

Notary Public-State of Idaho
Residing at: Priest River
My Commission Expires: 8/2011

COOKE, LAMANNA & SMITH
Attorneys at Law
P.O. Box C
Sandpoint, Idaho 83864
(208) 263-3115

Thomas E. Cooke
Nick M. Lamanna
Steve Smith

Karen M. Satterlee
Legal Assistant

TO Helen M. Newton
City Clerk
City of Sandpoint
City Hall
Sandpoint, Idaho 83864

DATE July 25, 1986

SUBJECT City of Sandpoint/
Edgewater Lease

Dear Helen:

Enclosed please find a copy of the July 23, 1986 letter from Steve Herndon in regard to the above-noted matter. Please review this enclosure prior to our next meeting.

Very truly yours,

COOKE, LAMANNA & SMITH

Steve Smith

Steve Smith
Attorney at Law
SS:ps
enclosure

Item # ML8N72 © Wheeler Group Inc., 1982

FOLD AT (–) TO FIT DRAWING BOARD ENVELOPE # EW10P

STEVEN L. HERNDON
ATTORNEY AT LAW
227 SOUTH FIRST AVENUE
POST OFFICE BOX 1326
SANDPOINT, IDAHO 83864
(208) 263-2108

July 23, 1986

Mr. Steve Smith
COOKE, LAMANNA & SMITH
First & Superior
Sandpoint, Idaho 83864

RE: Edgewater Lease with City of Sandpoint

Dear Steve:

Bob Cox has asked that I forward to you a copy of the attached memo with respect to our interpretation of certain portions of the Edgewater Lease with the City of Sandpoint. In reviewing this memo, it seems to me as if parts of it may seem alittle bit caustic with reference to the City Attorney. In retrospect I wish that I had toned it down just alittle bit. Please bear in mind that I had not intended to make it read so strongly so far as you are concerned and I have pointed that out to Mr. Cox.

Pursuant to our conversations in the past with respect to the remodeling that has gone on at the Edgewater, it is our understanding that the building of the decks complies with Mr. Cox's rights pursuant to Paragraph VII of the Lease. It is our opinion that the City has given it's prior approval to any permanent structures on the West 20 feet of the leased premises, a swimming pool, and an overhead passage across Bridge Street. Subparagraph (b) of that Section implies that only walks and decks would be approved beyond the West 20 feet of the leased premises.

If you have any questions with respect to the memorandum, please contact me directly.

Sincerely,

STEVEN L. HERNDON

SLH/b

Encl.

STEVEN L. HERNDON
ATTORNEY AT LAW
227 SOUTH FIRST AVENUE
POST OFFICE BOX 1326
SANDPOINT, IDAHO 83864
(208) 263-2108

MEMORANDUM

TO: Robert A. Cox

FROM: Steven L. Herndon

RE: Edgewater Lease with City of Sandpoint

DATE: May 20, 1986

I. THE LAWN AREA IN FRONT OF THE EDGEWATER WHICH IS LEASED FROM THE CITY OF SANDPOINT IS NOT A PUBLIC PARK.

In a July 2, 1985 opinion letter, the City Attorney, Steve Smith, concluded the following:

> It is submitted that, in applying the definition of "park" to the express intentions of the parties to the subject lease, the lawn and swimming beach areas of the "demised premises" would fall within the definition of the terms "city park" and "public park within the city" as used in the Sandpoint City Ordinance. Based on this submission, the regulations of the Sandpoint City Code applicable to a "city park" or a "public park within the city" would be applicable to the lawn and swimming beach areas of the "demised premises".

I disagree. I believe that while the swimming beach area may be considered a "city park", the lawn in front of the Edgewater clearly is not a "city park".

As a matter of law, a lease like any other contract is to be construed to give effect to the intention of the parties. In his opinion, the City Attorney noted that neither the phrase "city park" nor "public park within the city" is defined in the Sandpoint City Code. In defining those terms he relied upon Black's Law Dictionary for the following definition of "park".

> "Park, n. In American Law. An enclosed pleasure-ground in or near a city, set apart for the RECREATION OF THE PUBLIC. (emphasis added) A pleasure-ground for the RECREATION OF THE PUBLIC to promote it's health and enjoyment ... (emphasis added) A place for the resort of the public for recreation, air, and light; A PLACE OPEN FOR EVERYONE. (emphasis added)

At first blush, it is important to note that the City Attorney has defined the term "park" but has made no attempt to define the term "public park". Thus, if in the same legal dictionary one looks up the word "public" one finds that it is defined as that which is open to all or open to common use. And by analogy, "public building", is defined as any building held, used, or controlled exclusively for

public purposes; "public place" is defined as a place to which the general public has a right to resort. Therefore, as a matter of law it would appear clear from both the definition provided by the City Attorney and the additional definitions of public, that a "public park" would best be defined as a recreational area that is available for general use by anyone. The real issue here is whether or not by it's terms the lease provides that the entire premises are available for general use by the public for recreational purposes.

As a general matter of law, a lease gives the right of possession, and the right of exclusive occupation for all purposes not prohibited by it's terms. Paragraph I of the lease in question states as follows:

> "City hereby leases the above described parcel to Lessee, subject to the rights expressly left to City herein, and sofar as the swimming beach is concerned, this area shall remain available as a swimming beach to all persons who exercise reasonable behavior."

From the above language it is clear that with the exception of certain rights left to the City within the Lease, the parties only intended that the swimming beach itself be open for use by the general public. Black's Legal Dictionary defines a beach as that portion of shore consisting generally of sand and pebbles, resulting usually from the

action of water, as distinct from the upland. In this particular case there is a clear delineation between the sandy beach and the lawn area.

Section IV of the Lease contains the rights expressly left to the City. In that section of the Lease the City has reserved "... the right so long as the same is reasonable and consistent with necessary security and public health and safety requirements to jointly direct and control public access to the demised premises."

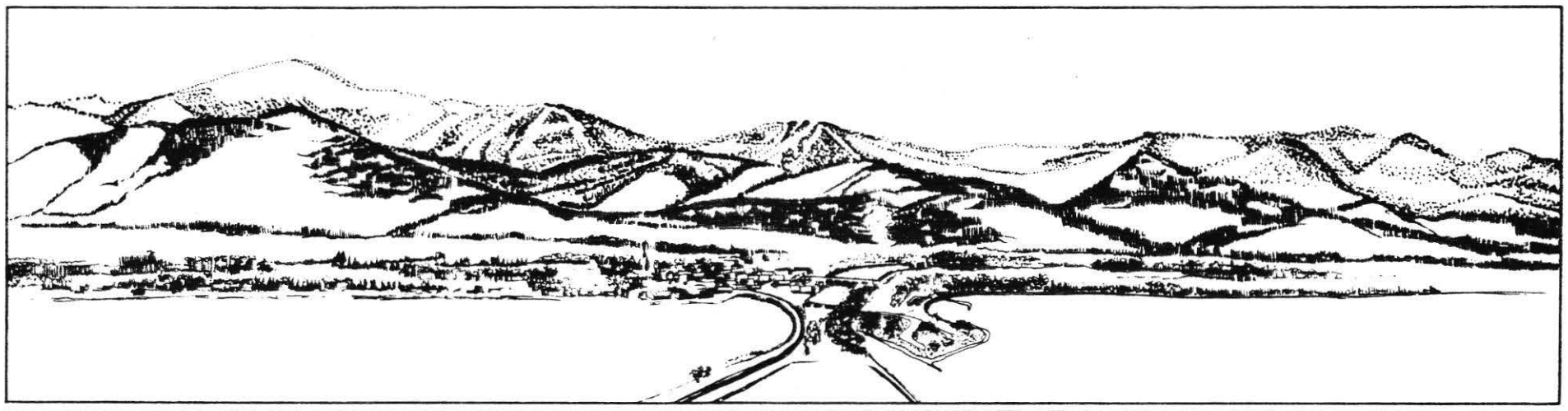
In his opinion, the City Attorney, seems to imply that this reservation includes not only a right to jointly control entry onto the premises but also a right to utilize the entire premises. It is submitted that a better interpretation would be that this reservation includes only a right to jointly control entry to those parts of the premises which are available for public use. To imply otherwise would be inconsistent with Paragraph I of the Lease. If the intent of the parties had been to make the entire premises available for public use then it would not have been necessary to single out just the swimming beach. For example, the parties could have said that sofar as the swimming beach and the lawn area were concerned, they both would remain available for public use. This was not said. Thus the consistent interpretation of the two sections of the Lease and the one which I would testify to as one who negotiated the Lease, is that the swimming beach only would

be available to general public use and that the City and Robert A. Cox would jointly direct and control how the public accessed that beach.

II. IMPROVEMENTS AND EDGEWATER BOAT DOCK.

In Paragraph VI of the Lease the City has clearly and specifically granted it's approval to the maintenance of a boat dock and future improvements of the same on the demised premises. While I would be alittle bit concerned about moving the location of the boat dock or overly expanding it in size, it is clear that the maintenance of the boat dock in it's present location, any future improvement of the boat dock, and it's exclusive use pursuant to the Corps permit is limited to the Lessee.

Additionally, pursuant to Paragraph VII of the Lease, the City has given it's prior approval to any permanent structures on the west 20 feet of the demised premises, a swimming pool, and an overhead passage across Bridge Street. (Subparagraph (b) of that section implies that only walks and decks would be approved beyond the west 20 feet of the premises.)



CITY OF SANDPOINT • CITY HALL • SANDPOINT, IDAHO 83864 • 208-263-3158

January 14, 1986

Edgewater Lodge
Robert Cox
P. O. Box 187
Sandpoint, ID 83864

Re: Lease with City of Sandpoint

Dear Mr. Cox:

The annual rental payment for 1986 was due on January 1, 1986.

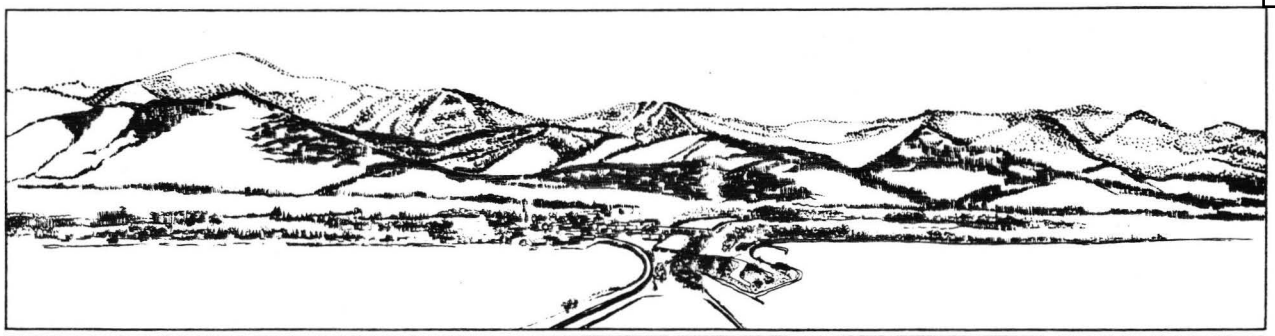
It is the City's understanding that the annual rental is due on the first of January each year. If that understanding is not correct, please let me know.

Very truly yours,

CITY OF SANDPOINT

Helen M. Newton

Helen M. Newton, CMC
City Clerk



CITY OF SANDPOINT • CITY HALL • SANDPOINT, IDAHO 83864 • 208-263-3158

May 9, 1985

Cooke, Lamanna & Smith
Attn: Steve Smith
Attorney at Law
P. O. Box "C"
Sandpoint, ID 83864

Re: Edgewater lease

Dear Steve:

Enclosed please find a copy of the city's lease with the Edgewater.

Please review it with regard to:

1. The request by The Osprey to operate out of The Windbag marina (leased by the city to concessionaire Keith Sheckler); and,

2. The question of the sale of alcoholic beverages by the Edgewater.

Thank you.

Sincerely,

CITY OF SANDPOINT

Helen

Helen M. Newton
City Clerk

Enc.

Item # 12.

No.: 19-84

Date: May 21, 1984

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: LEASE WITH ROBERT A. COX, D/B/A THE EDGEWATER LODGE

WHEREAS: By Resolution No. 28-80, the Sandpoint City Council directed codification of various agreements and modifications thereto with Lakeshore Enterprises, Inc. and its present successor in interest, Robert A. Cox, d/b/a The Edgewater Lodge; and,

WHEREAS: On April 9, 1981, the Council approved, as recorded in its official minutes, certain terms and conditions to be incorporated into any new lease agreement; and,

WHEREAS: The attached copy of a Lease, marked Exhibit "A", incorporates the understanding of the City of Sandpoint and Robert A. Cox, d/b/a The Edgewater Lodge, as to the status of the parties; and,

WHEREAS: It is in the best interest of the City to enter into said Lease.

NOW, THEREFORE, BE IT RESOLVED THAT: The Lease of said property, a copy of which is attached hereto as Exhibit "A" and made a part hereof as if fully set forth herein, be and the same is hereby approved; and,

BE IT FURTHER RESOLVED THAT: The Mayor and City Clerk are authorized to execute said Lease.

Marian L. E. Ebbett
MARIAN L. EBBETT, MAYOR

ATTEST:

Helen M Newton
HELEN M. NEWTON, CITY CLERK

CITY COUNCIL	YES	NO	ABSENT	ABSTAIN
(1) Venishnick			X	
(2) Deshon - motion	X			
(3) Staglund	X			
(4) Shelly - second	X			
(5) Bopp	X			
(6) Miller	X			

LEASE

LESSOR: City of Sandpoint, Idaho
A Municipal Corporation
Hereinafter referred to as "City"

LESSEE: Robert A. Cox, d/b/a
The Edgewater Lodge

DEMISED PREMISES: That certain parcel lying east of the east sideline of Burlington Northern Railway, Lease Number (N.P.) 92552 bounded on the north by the north edge of "City Dock Road", on the south by the north edge of Bridge Street and the east sideline of Burlington Northern Railway Lease Number (N.P) 92552, and on the east by the meander line of Lake Pend Oreille at elevation 2051 feet above mean sea level.

Except that certain fill and breakwater on which the City presently maintains a water pumping station along the north boundary hereof.

RECITALS

WHEREAS, the City owns the above described property in fee by reason of a deed from the Northern Pacific Railway Company, subject to use for recreation purposes, and

WHEREAS, Lessee operates a motel, a lounge and a restaurant on certain real property adjacent to and west of the above described 'demised premises', and

WHEREAS, Lessee and his predecessors have invested substantial sums of money on maintenance and improvements on the 'demised premises' pursuant to an agreement with the City

dated September 10, 1958, together with several modifications, supplements, and an extension thereof, and

WHEREAS, the City is now and for some time has been engaged in the improvement of the general area in and around the 'demised premises' for recreational purposes, and

WHEREAS, Lessee and his predecessors have aided in the development and maintenance of the civic area located in and around the 'demised premises' in the past, and

WHEREAS, Lessee wishes to continue to aid in the future development and maintenance of the civic area located in and around the 'demised premises' and

WHEREAS, said future development and maintenance is for the best interests of the public and should be of benefit of all residents of the City, and

WHEREAS, City by Resolution passed on August 18, 1980, has ordered that a lease intended to clearly set forth the status of the 'demised premises' be prepared.

NOW, THEREFORE, in consideration of the foregoing purposes and the following mutual covenants and agreements, the parties agree as follows:

I. LEASE

City hereby leases the above described parcel to Lessee, subject to the rights expressly left to City herein, and so far as the swimming beach is concerned, this area shall remain

available as a swimming beach to all persons who exercise reasonable behavior.

II. TERM

This lease shall be for a term equal to Lessee's leasehold rights in adjoining properties presently represented by Burlington Northern Railway Lease Number (N.P.) 92552.

III. RENTAL

As rental, Lessee shall pay $5,000.00 per year until 1993, and thereafter $5,000.00 per year, increased annually from 1993, by an amount equal to the percentage change in the overall Cost of Living Index for that year as published by the Bureau of Labor Statistics, Department of Labor, U.S. City Average for All Urban Consumers, or in the event the Department of Labor ceases to publish said Index, by any other similarly compiled Index. Further, as additional consideration, by way of exchange of properties, Lessee shall continue to permit the City to use, possess, that part of Burlington Northern Railway Lease Number (N.P.) 92552, now occupied by the City as a boat basin, plus an additional 50 foot strip running east and west for road purposes for ingress and egress to said boat basin, all for non-commercial boat basin purposes.

It is mutually understood that the City has no assignable rights to this boat basin, and that the City desires to engage in certain studies relative to the necessity of continuing its use of the boat basin. To this end it is mutually agreed that the City may at any time notify Lessee of its desire to return the boat basin to Lessee and in that event, Lessee's total rental hereunder shall increase by $1,200.00 per year. Said rental is to be increased annually from 1984, by an amount equal to the percentage change in the overall Cost of Living Index as published by the Bureau of Labor Statistics, Department of Labor, U.S. City Average for All Urban Consumers, or in the event the Department of Labor ceases to publish said Index, by any other similarly compiled Index.

IV. RESERVATIONS

A. CITY FILL AND WATER PUMPING SYSTEM

City hereby reserves the right to maintain, operate and access any part of its water system and fill presently located on the breakwater along the north boundary of the 'demised premises' which has been exempted therefrom. However, City covenants that no further construction shall take place on the breakwater nor shall any commercial activity other than the existing marina be permitted without the prior written approval of Lessee.

B. PUBLIC ACCESS FOR RECREATIONAL PURPOSES

City reserves the right so long as the same is reasonable and consistent with necessary security and public health and safety requirements to jointly direct and control public access to the 'demised premises'.

C. EXISTING AND PLANNED MOORAGE FACILITIES

It is mutually understood that boat moorage facilities have been and are being built on a portion of the 'demised premises' by the City and Keith Sheckler, and being operated by Keith Sheckler under a lease and concession agreement. The docks and other facilities are being constructed pursuant to U.S. Army Corps of Engineers Permit # 071-04B-002212, and approval of such improvements and operation has been given, and hereby is reaffirmed, by Lessee. City reserves the right to continue these lease and concession agreements and Lessee shall do nothing to interfere with either party's performance thereunder. Prior to any change in the Corps of Engineers permits, or prior to any change in the operation of the moorage facilities, the City and Keith Sheckler agree to obtain the approval of Lessee, which approval shall not be unreasonably withheld. Lessee shall have the option to operate or purchase these lease and concession agreements in the event Keith Sheckler ceases to operate, maintain, care for or otherwise breaches or terminates his agreements with the City. In the event of assignment, Leesee shall have a right of first refusal evidenced by Keith Sheckler's co-signature on this lease.

D. PUBLIC GRANT FUNDS

It is mutually understood that City has made improvements on the 'demised premises' with funds obtained from various governmental agencies. Lessee covenants to refrain from doing any act, and to do all that is reasonably possible to prevent any act from being done which would violate any commitment made to these agencies.

V. INDEMNIFICATION

Lessee assumes all risk of loss, damage or destruction to facilities owned by Lessee on the 'demised premises'. Lessee further assumes all risk for and agrees to insure, indemnify and hold City and its assigns harmless from any claim for injury

or damage arising out of any activity carried on by Lessee or condition created by Lessee on the 'demised premises'. Lessor agrees to idemnify and hold Lessee harmless from any claim for injury or damage arising out of any activity carried on by Lessor or its assigns other than Lessee or any condition created by Lessor or its assigns other than Lessee on the 'demised premises'.

VI. EDGEWATER BOAT DOCK

Lessee presently maintains a boat dock on the 'demised premises' and contemplates future improvement of the same which may require permission from the United States Army Corps of Engineers and State of Idaho; City specifically hereby grants its approval of the same.

VII. IMPROVEMENTS

Other than permanent structures on the west 20 feet of the 'demised premises', a swimming pool previously approved and an overhead passage across Bridge Street, Lessor and Lessee agree that no improvements shall be constructed on the 'demised premises' by either party without the prior written permission of the other, except as permitted by United States Corps of Engineers Permit # 071-04B-002212, set forth hereinabove.

a. At the end of the term of this lease or any extension thereof, all permanent improvements constructed on the 'demised premises' by the Lessee herein shall, unless requested by the

Lessor to be removed by the Lessee, remain and inure to the benefit of and revert to the ownership of the Lessor.

b. It is also mutually agreed that the Lessee may, without further consent, construct a swimming pool, walks, decks and various plantings, on said 'demised premises'. Additional walks and decks on areas beyond the west 20 feet of the 'demised premises' must be first approved by the City.

VIII. VALIDITY

In the event that any provision of this document is found to be invalid for any reason, it is mutually agreed that the remainder hereof shall remain in full force and effect.

It is further mutually agreed that in the event that all or any part of this Agreement should be found to be invalid for any reason, the parties hereto agree to renegotiate this document in good faith.

IX. RAILROAD APPROVAL

The parties hereto mutually acknowledge the restrictive covenant placed on the 'demised premises' and controlled by the Burlington Northern Railway. The parties further acknowledge and agree with respect thereto, that nothing will be done on the 'demised premises' which might violate the restrictive covenants, to use the same for park purposes without prior written waiver and/or approval of the Burlington Northern Railroad or its successor in interest.

X. DEFAULT

If Lessee shall default in any covenant or agreement herein assumed, and such default shall not be remedied within a reasonable time after written motion thereof, this lease shall terminate.

LESSOR:

CITY OF SANDPOINT

Marian L. Ebbett

Marian L. Ebbett, Mayor

ATTEST:

Helen M. Newton

Helen M. Newton, City Clerk

LESSEE:

Robert A. Cox

Robert A. Cox

STATE OF IDAHO)
)
County of Bonner)

On this 23rd day of May, 1984, before me, a Notary Public in and for said State, personally appeared MARIAN L. EBBETT and HELEN M. NEWTON, known to me to be the Mayor and City Clerk of the City of Sandpoint, whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Josephine M. Hanson
Notary Public - State of Idaho
Residing at Sandpoint
My Commission Expires: 11/87

STATE OF IDAHO)
)
County of Bonner)

On this 23 day of May, 1984, before me, a Notary Public in and for said State, personally appeared ROBERT A. COX, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Josephine M. Hanson
Notary Public - State of Idaho
Residing at Sandpoint
My Commission Expires: 11/87

LETTER OF UNDERSTANDING

WHEREAS, the CITY OF SANDPOINT, as Lessor, did lease unto ROBERT A. COX certain real property adjacent to and constituting of a part of the Edgewater Lodge, under date of May 21, 1984, and

WHEREAS, some language therein is capable of misinterpretation, and

WHEREAS, the parties desiring to clarify such language do hereby execute this understanding of intent.

Paragraph IVA is intended to mean that the CITY shall be permitted to do any and all acts necessary for the maintenance, repair, operation, protection, and preservation, including alteration, construction and reconstruction of the water system, and the breakwater itself as necessary for the preservation of the water system. It is intended that the CITY shall not construct any commercial ventures to compete with COX, or construct facilities constituting an eyesore or visual depreciation of COX'S operation.

DATED this 22nd day of May, 1984.

LESSOR:

CITY OF SANDPOINT

By: Marian L. Ebbett
Marian L. Ebbett, Mayor

ATTEST:

Helen M. Newton
Helen M. Newton, City Clerk

LESSEE:

Robert A. Cox

STATE OF IDAHO,)
:ss.
County of Bonner,)

On this 22nd day of May, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared MARIAN L. EBBETT and HELEN M. NEWTON, known to me to be the Mayor and City Clerk, respectively, of the CITY OF SANDPOINT, and the persons whose names are subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same for and on behalf of the CITY OF SANDPOINT.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

NOTARY PUBLIC - State of Idaho
Residing at Sandpoint.
Commission expires 11/87

STATE OF IDAHO,)
:ss.
County of Bonner,)

On this 23 day of May, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT A. COX, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

NOTARY PUBLIC - State of Idaho
Residing at Sandpoint
Commission expires 11/87

MINUTES OF
REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON MAY 21, 1984

ADMINISTRATIVE MINUTES:

EDGEWATER LEASE

Councilwoman Deshon moved that the Council approve the Edgewater Lease with Bob Cox as presented. Councilman Staglund seconded the motion and it passed unanimously.

DAY CARE CENTER

Councilwoman Deshon moved that the City Attorney be directed to take action against Patty Howell, owner of the Day Care Center at 635 Erie, concerning violation of the City Code. Councilman Staglund seconded the motion and it failed by majority vote.

Lengthy discussion followed with Mr. Howell.

Councilman Miller moved that action on this matter be postponed until the June Council meeting to allow the respective attorneys time to resolve it. Councilman Shelly seconded the motion and it passed unanimously.

POLICY STATEMENT

Councilwoman Deshon moved to accept the policy statement addressing budget changes as presented by the Finance Director. Councilman Miller seconded the motion.

Councilman Shelly moved to table the above motion. Councilman Miller seconded the motion and it passed by majority vote. Councilman Bopp opposed.

MONTHLY BILLS

Councilwoman Deshon, Chairperson of the Administrative Committee, advised that the bills for April had been examined and found due and payable. Councilwoman Deshon moved that the bills for April be approved and paid. Councilman Staglund seconded the motion and it passed unanimously.

BUDGETARY & EXPENSE REPORT

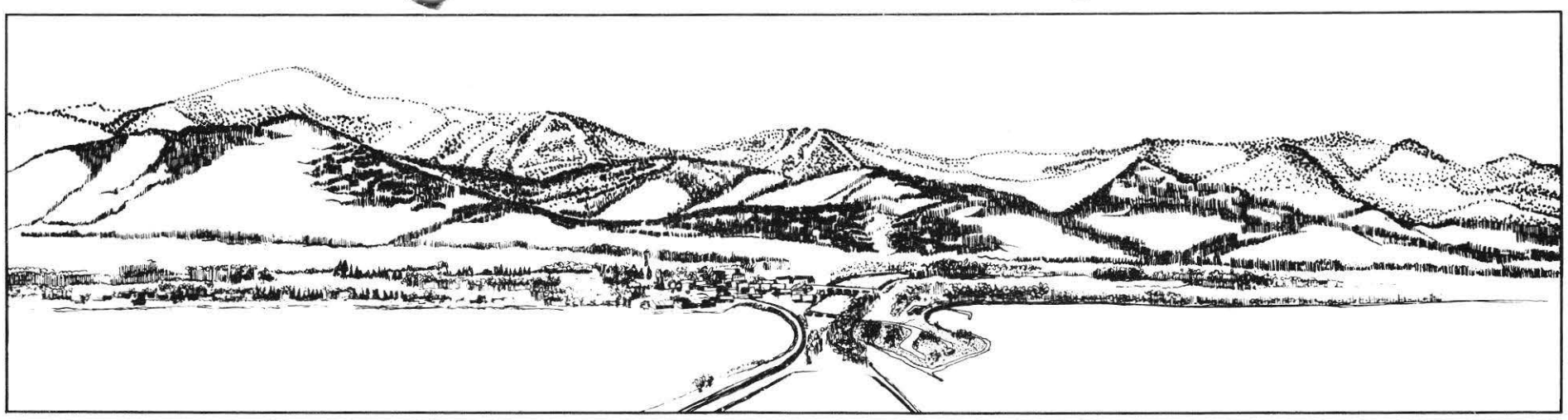
Councilwoman Deshon moved that the Budgetary and Expense Report for April, 1984, be approved. Councilman Bopp seconded the motion and it passed unanimously.

The minutes of the Administrative Committee meeting held on May 3, 1984, will be filed with the Clerk.

RESOLUTION NO. 19-84, EDGEWATER LEASE

Councilwoman Deshon moved that Resolution No. 19-84, Lease with Robert A. Cox, dba The Edgewater Lodge, be read by title only and that the rules be suspended requiring a proposed resolution be read in its entirety and that it be considered read, passed and adopted. Councilman Shelly seconded the motion and it passed unanimously.

Proposed Resolution No. 19-84, was read by title only.



CITY OF SANDPOINT • CITY HALL • SANDPOINT, IDAHO 83864 • 208-263-3158

April 25, 1984

Helen Newton
City Clerk
Sandpoint, ID 83864

Re: City - Cox lease

Dear Helen:

I've gone over the proposed amended lease based on the 1980 proposal, and it appears in order with one exception.

I'm bothered somewhat with page 6, VII(a), in that "all permanent improvements constructed" "shall be removed by lessee. . ." or inure. It's possible that pool liners, structural steel, etc., could be removed for a profit, but at the same time do considerable damage or leave excessive repair costs to the City.

I don't like "be removed by lessee."

Very truly yours,

James E. Hunt
City Attorney

JEH/amw

MINUTES OF
SPECIAL MEETING OF ADMINISTRATIVE COMMITTEE
HELD ON APRIL 24, 1984, 6:30 P.M.

PRESENT: Teresa Deshon, Chairperson
Jim Shelly
Wally Staglund
Bob Cox, Edgewater Lodge
Helen Newton, City Clerk

EDGEWATER LEASE: The Committee discussed the present and proposed leases with Bob Cox. Discussion centered around the possible fee structures that could be built into the Lease. Mr. Cox presented a draft drawn up in 1980 by Phil Robinson with changes incorporated to reflect recent discussions between he (Mr. Cox) and the Committee. The Committee accepted copies of the proposed document to study and directed the Clerk to pass a copy on to City Attorney Jim Hunt for his review. Once all involved have studied it, another meeting will be scheduled.

INFORMATION ONLY.

_____
Marian L. Ebbett, Mayor

ATTEST:

_____
Helen M. Newton, City Clerk

MINUTES OF
REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON FEBRUARY 21, 1984

PUBLIC SAFETY MINUTES CONTINUED

Councilman Miller moved that any action on the Fire Department Mutual Aid Agreement be tabled until the City's Disaster Plan is put together. Councilman Staglund seconded the motion and it passed unanimously.

Mayor Ebbett directed that the minutes of the Public Safety Committee meeting held on February 13, 1984, be filed with the Clerk.

MINUTES OF PUBLIC WORKS MEETING OF FEBRUARY 14, 1984

Councilman Venishnick moved that the Council and the Planning and Zoning Commission hold a joint workshop to discuss proposed changes by Mountain Meadows Estates to amend Resolution No. 39-79 regarding a development located west of Lincoln Street and south of Pine Street. Councilman Staglund seconded the motion and it passed unanimously.

Councilman Venishnick moved that approval be given to remove 15 to 20 trees from Lakeview Park under the direction of Parks Director, Maurice Dunn, and Soil Conservation Service Representative, Vern Bromgard. Councilman Staglund seconded the motion and it passed unanimously.

The minutes of the Public Works Committee meeting held on February 14, 1984, will be filed with the Clerk.

APPOINTMENTS TO RECREATION COMMITTEE

Councilman Venishnick moved that the Council confirm Mayor Ebbett's appointments of Bill Dowling, John Miller and Paul Jacobson to the Recreation Committee for a term of one year through the end of December, 1984. Councilman Miller seconded the motion and it passed unanimously.

APPOINTMENTS TO TRAFFIC SAFETY COMMISSION

Councilman Shelly moved that the Council confirm Mayor Ebbett's appointments of Junior Naccarato, Mike Mahoney, and Dave Welch to the Traffic Safety Commission for a term of one year through the end of December, 1984. Councilwoman Deshon seconded the motion and it passed unanimously.

MINUTES OF SPECIAL ADMINISTRATIVE COMMITTEE MEETING OF FEBRUARY 15, 1984

Councilwoman Deshon moved that the Council direct City Attorney, Jim Hunt, to write a new lease, superceding all previous leases, between the City and Bob Cox for property at the City Beach, to include the following items:

a. Extend the City lease to the year 2011 to coincide with the Edgewater's lease with the railroad.

b. Allow the Edgewater to expand its restaurant 20' out onto property leased from the City.

ADMINISTRATIVE MINUTES CONTINUED

c. Allow for the Edgewater to build a skywalk over Bridge Street to connect the present facilities with convention facilities planned for the south side of Bridge Street.

d. Grant the Edgewater the right of first refusal in the event the breakwater boat basin concession were to be let for bids again.

Councilman Staglund seconded the motion and it passed unanimously.

Councilwoman Deshon moved that the Council adopt a Resolution approving the fee schedule submitted by Mr. Cliff Wylie, dba Green Gold Forest Land Management, for forestry services that the City may need in 1984. Councilman Venishnick seconded the motion and it passed unanimously.

RESOLUTION NO. 3-84, AGREEMENT WITH CLIFF WYLIE DBA GREEN GOLD FOREST LAND MANAGEMENT

Councilwoman Deshon moved that Resolution No. 3-84, Agreement with Clifford W. Wylie, dba Green Gold Forest Land Management as City Forestry Consultant, be read by title only and that the rules be suspended requiring a proposed resolution be read in its entirety and that it be considered read, passed and adopted. Councilman Miller seconded the motion and it passed unanimously.

Proposed Resolution No. 3-84, was read by title only.

The minutes of the Special Administrative Committee meeting held on February 15, 1984, will be filed with the Clerk.

ADJOURNMENT

Mayor Ebbett adjourned the regular meeting of the Sandpoint City Council at 8:55 P.M.

Marian L. Ebbett, Mayor

ATTEST:

Helen M. Newton, City Clerk

TO

Phil Robinson

FROM

Mayor

10-40

SUBJECT Edgewater Lodge Lease

DATE 1/11/82

MESSAGE

Bob Cox called today concerned that again the Bee is trying to create a story over the lease. I told him that Frank Boyette came and asked what was happening and I told him nothing, so was surprised to see an article on the front page.

Cox restated that neither he nor Herndon will pursue it further. If the City, and he thought via a Council person, wants to present your redraft for approval, then he'll decide if he wants to sign it. He also stated that because of what has happened he thinks he has a lease forever and he has put the City on notice something needed done but the city failed to act. What does this mean?

SIGNED

Signed: Sally C.

REPLY

I talked to Bob Cox. He is concerned about the continuing publicity + not about the lease itself - No further info. available.

SIGNED

DATE 1/15/82

Beach lease up in the air

Item # 12.

1/8/82

By FRANK BOYETT
Staff Reporter

A proposal to re-write the lease of a portion of the Sandpoint City Beach to a nearby motel operator is apparently dead in the pond after more than a year of negotiations.

Sandpoint City Attorney Phil Robinson said he has prepared a new draft of the lease, but it has yet to be typed.

"I've set it in what I consider its final form," he said, adding that the lease may be presented to City Council at the upcoming meeting Jan. 18.

However, the motel owner and his attorney indicated that they have no plans to pursue the matter for the time being.

"Nothing is happening at the present time and probably nothing will happen for several years," said Bob Cox, owner of the Edgewater Lodge. He declined further public comment.

"Absolutely nothing is happening right now," said Cox's attorney, Steve Herndon. Currently, he said, the lease proposal is "hangi[ng] out there in outer space."

(Continued on page 10)

economy with Jane Fonda's "Rollover" and the Arabs' takeover.

In short, we have suicide, ethical dilemmas, revolution, and economics. If you are lucky, you may still be able to find elephant man disease and child abuse in your neighborhood theater.

ed from the re-rel "Cinderella."

In ly fro 's wh p-u heroes in "Cha "Chariots," a tru

Item # 12.

Letters to the editor

This is the law

To the editor:

This nation was founded upon the proposition that our citizens were created equal. Now coming before our Legislature is the proposal that our educational people should receive an increase in salary of 8.5 percent plus additional equalizing increases ranging from 1 percent to 3 percent, at the same time other state employees are to receive a cost of living increase of 5 per-

vides a hidden loop legislators can scree hidden increases in taxation. This is the come fund and subse the actual state sch state taxes does not state funding for sch then the State Tax command that the sioners will levy a mi deficit at vel.

In othe tha loop hole by o appropriate more m

346

109-40

PAGE 10-SANDPOINT DAILY BEE-FRI., JAN. 8, 1982

Beach lease hangs in limbo

(From page 1)

The land the lease would cover is the lakeshore directly in front of the Edgewater Lodge from the water's edge to within a few feet of the motel's outer wall. Under an existing 1958 agreement between the city and Cox's predecessor, which was extended in 1964, Cox has the right to use the land until 1992.

The current lease payments are $250 per year, but Cox has stated in the past that he spends much more than that in annual maintenance costs for the area.

The most current lease proposal is about third or fourth in a succession of lease drafts. Other drafts have been found unacceptable by either Cox and his attorney or by some members of the City Council.

Robinson said the current draft is simply a re-write of several different documents drawn up between the city and Cox's predecessors.

"Basically it's not changing anything," he said. "It's just putting down on paper what we feel is the situation now."

Sandpoint Mayor Sally Cupan emphasized that the current lease draft would not alter the existing situation.

"Every time this thing comes up everybody thinks it's a new lease and it isn't," she said. "He (Cox) already has a valid agreement with the city until 1992."

A special committee appointed by Cupan to form a long-term management plan for the City Beach has planned on addressing the lease issue, but has not yet had an opportunity to do so in depth, according to its chairman, Gary Pietsch. The issue was discussed briefly at several of the committee's earlier meetings, he said, but we haven't really got to that yet."

Unemployment takes jump

WASHINGTON (UPI) — Recession-fueled unemployment rose sharply to 8.9 percent in December with 9.5 million Americans out of work, the government said today. The White House said President Reagan is "deeply sensitive" to the problem.

It was the fifth straight monthly increase, bringing the jobless rate close to the height of the 1974-75 recession when it peaked at 9 percent.

quickly establish jobs programs and direct the Federal Reserve Board "to release its stranglehold on the money supply and direct the flow of funds to productive uses."

"The recession produced by Reaganomics must be turned around to alleviate the suffering of the unemployed," Kirkland said.

On Capitol Hill, Sen. Edward Kennedy, D-Mass., called the surge "only the

secretary Larry Speakes said the administration continues to look for a turnaround "at the end of the second or third quarters" of this year.

In the meantime, economic statistics indicate the rate could go higher.

"The president is deeply sensitive to this problem and has spoken many times of his own personal experiences in his youth," Speakes said. "We believe we have in place programs

went to 12.9 percent.

The half-point increase from November's 8.4 percent rate was higher than some economists anticipated and reflected a deepening recession.

Recent figures on factory production and unemployment insurance benefits indicate the rate may go even higher next month.

Herman Smith, preside of the National Association of Home Builders, predicted

109-40

Item # 12.

Lease propos misses deadline

A proposed lease giving Edgewater Lodge owner Robert Cox control over a portion of City Beach will not be considered at the Sandpoint City Council meeting Monday night because it was not prepared in time, according to City Clerk Helen Newton.

In other business, however, the council will consider a recommendation the city institute 15-mile-per-hour speed limits on dirt roads within the city and an ordinance that would institute rules and regulations for the city sewer system and allow them to be changed by resolution.

The proposed beach lease has been in the works for almost two years. An earlier draft of the document was to have been considered at the September council meeting, but was withdrawn from the agenda by Mayor Sally Cupan.

Meanwhile, City Attorney Phil Robinson has been drafting a new lease that would simply incorporate into one document all prior agreements between Cox and the city. Newton said the lease was not ready as of Friday morning and so would not be considered at the council meeting because the council would not have had enough time to thoroughly examine it.

The land covered by the lease is in front of the Edgewater Lodge and extends from the water's edge to within a few feet of the motel wall.

In other action Monday night, the council will consider an ordinance to provide rules and regulations for the city sewer system.

Up to now, according to Mark Workman, city superintendent of public works, the city has not had a set of regulations for the sewer system, although it has had rules for the water system. The regulations will set policy for any number of situations that occur in maintenance, hookups and additions to the system, he said.

A 15-mph speed limit for dirt streets was proposed by City Planner Sam Wentz, but received a do-not-pass recommendation from the city Traffic Safety Commission.

Wentz said the speed limit is necessary because vehicles are not as easily controlled on dirt streets as on pavement. Also, he said, the slower speed would decrease dust problems in the summer.

However, Traffic Safety Commission members disagreed. On a unanimous vote, the committee said the speed limit would be almost impossible to enforce and questioned whether it would improve vehicle safety.

The council will also consider two building permit requests already approved by the Planning and Zoning Commission and a proposal to rent the caretaker's house at Lakeview Park to a Laotian family being sponsored by the First Lutheran Church.

The council will also consider a recommendation from the Ways and Means Committee disapproving a proposed ordinance that would allow for four-year appointments for city heads of departments. Currently, department heads serve one-year appointments. The committee recommended that an ordinance be drafted so that department [illegible] would "serve at the pl[illegible] of the mayor and the council."

Early politicki
provides fuel
for Evans' fir



James Kilpatrick

Beach lease: New suit for old clothes?

By FRANK BOYETT
Staff Reporter

Sandpoint City Attorney Phil Robinson is drafting yet another lease to give Edgewater Lodge owner Robert Cox rights to a portion of City Beach in front of his motel. It will be presented to City Council at its meeting Oct. 19, Robinson said.

Meanwhile, the Bonner County Commissioners have written a letter to the city asking that no action be taken on the lease until the county has a chance to comment on the document.

According to Robinson and Mayor Sally Cupan, the latest draft of the lease will simply restate existing agreements between Cox and the city. The three or four previous drafts of the lease have been unacceptable for various reasons either to Cox, the city or the state of Idaho, which paid for some improvements on the land. Past drafts of the document have "bogged down" in negotiations to change existing agreements, Cupan said.

Consequently, she said, the new draft will contain no changes from agreements Cox and the city are currently operating under. The new draft will "codify" into one document "everything the city has agreed to up to now," she said.

Cox currently has a concession that expires in 1993. The city also has given him permission to build a swimming pool on the land. The rental payments are $250 per year. The land in question is directly in front of the Edgewater Lodge from the water's edge to within a few feet of the motel wall.

In past negotiations Cox and his attorney have said they want to extend the term of the agreement until 2011. Cox has also asked for first chance at running the city moorage on the breakwater if current concessionaire Keith Sheckler should give up his concession.

The city, on the other hand, has tried to up the rental fee. During the negotiations the city has offered to give up rights to the old boat basin to justify raising the rental fee. Cox's predecessor gave the city control over about half of the boat basin in return for control over the land in front of the motel. The other half of the boat basin was already on city land.

Surrendering the boat basin was the main matter of concern to the county commissioners when they wrote the city a letter Oct. 7.

"This area has had substantial sums of public money invested in it through the Bonner County Waterways, and it appears to be under contemplation to place this property in private individual control," the letter read. "This appears to be contrary to the purposes for which waterways funds are expended."

However, in Cupan's reply to the commissioners Friday she wrote: "the lease being drafted by Mr. Robinson does not provide for relinquishment of the boat basin." She added the city plans to dredge the basin this fall.

Cupan also invited the commissioners to discuss with her any further disagreements they may have with the proposed lease.

Robinson said the lease now being drafted will be completed within the next several days. It will be considered by the City Council when the body meets beginning at 7:30 p.m., Monday, Oct. 19.

'The land in question is directly in front of the Edgewater Lodge from the water's edge to within a few feet of the motel wall.'

Soviets and frie
taking advanta
of 'momentun



Jack Anderson

Spain split ove

WASHINGTON--Columbus Day was an appropriate time for Spain's King Juan Carlos to arrive here for talks with President Reagan and his foreign policy advisers.

The rhetoric will gloss over the reversal of international power in the 489 years since Juan Carlos' predecessors hocked the royal jewels to send a Genoese adventurer off in search of the Orient by sailing west.

Yet many proud Spaniards are as resentful of the United States' benign "imperialism" as the natives of the New World were of the much harsher variety practiced by the conquistadores more than four centuries ago.

Instead of wringing gold and silver from the local population in the old Spanish tradition, the United States is suspected by many Spaniards of exploiting its military power in an even deadlier way: Hoping, through NATO,

I sent my associate I to Spain where she fo distrust of the NATO the Spanish people. Mu linked to an anti-Amer that is even more distur

Graffiti is rare on th walls of Spain's pictur which lends greater sig crudely painted slogan saw in her travels thr tryside: "OTAN, NO" ("Abajo el Imperiali (Down with Yankee Imp

Large orange, whi billboards warning aga NATO are visible ever the cities, as well as alo and backroads of rural S

The graffiti may wel the Communists, b white posters are eminently respectabl

City of Sandpoint

TELEPHONE (208) 263-3158

SANDPOINT, IDAHO 83864

October 9, 1981

Bonner County Commissioners
P. O. Box 1009
Sandpoint, Idaho 83864

Re: Cox lease

Gentlemen:

Thank you for your letter of October 7, 1981, regarding the proposed lease between the City of Sandpoint and Robert Cox. Phillip Robinson, City Attorney, is in the process of redrafting a lease to propose to Mr. Cox. As soon as the draft is available, I will provide you with a courtesy copy.

The City is well aware that land at the City Beach which was acquired from Burlington Northern must be used for park purposes; however, the City has obtained a waiver from Burlington Northern on existing agreements with Mr. Cox and his predecessors.

The area known as the "old boat basin" is leased by the City from Robert Cox with specific approval from Burlington Northern for Mr. Cox, who also leases from Burlington Northern, to sub-let to the City. This lease is non-transferrable without Burlington Northern approval. It expires March 31, 1993. The City anticipates having the old boat basin area dredged this fall. In its present condition, use is limited. Additionally, the lease being drafted by Mr. Robinson does not provide for relinquishment of the boat basin.

I will be happy to discuss this matter with you at your convenience.

Very truly yours,

Sally L. Cupan
Mayor
cc City Council Members
Phillip H. Robinson

COUNTY OF BONNER

SANDPOINT, IDAHO
83864

P. O. BOX
1009

STATE
OF
IDAHO

ROBERT G. KLATT
County Commissioner, District 1

HAROLD ANSELMO
County Commissioner, District 2

JAMES L. McNALL
County Commissioner, District 3

October 7, 1981

Sally Cupan, Mayor
City of Sandpoint
City Hall
Sandpoint, Idaho 83864

Re: Bonner County Waterways

Dear Mayor CUpan:

We have had some questions and matters brought to our attention concerning the proposed lease by Sandpoint of certain areas of the City Beach to Robert Cox. We have made an initial and preliminary review of recorded documents affecting portions of this area back to the year 1922. The documents involving the area include a reversion clause for the land to revert to the Burlington Northern if certain deed restrictions are violated.

We have a copy of a proposed Lease from the City to Robert Cox, but we are unsure as to whether it is the lease you are currently considering. Therefore, please furnish us with a copy of the most recent draft of any proposed lease. A review of the physical area under contemplation for lease seems to include the area known as the boat basin. This area has had substantial sums of public money invested in it through the Bonner County Waterways, and it appears to be under contemplation to place this property in private individual control. This appears to be contrary to the purposes for which waterways' funds are expended.

Bonner County, through the Board of County Commissioners and the Waterways Committee would like to be involved in the process of the negotiations and proposals concerning this lease as it pertians to the areas that have had considerable improvements made by expenditures of public waterways' funds.

Therefore, we request that the City not enter into a lease at this time. We would like to meet and discuss this with the appropriate City officials, and will do so, if you will arrange an opportunity to do this.

Yours very truly,

Robert G. Klatt
ROBERT G. KLATT

HAROLD ANSELMO

James L. McNall
JAMES L. McNALL

/dmt

CC: Gary A. Finney, Prosecuting Attorney
Phil Robinson, City Attorney of Sandpoint
Gary Pietsch, Waterways Chairman

redi-letter

186681

Item # 12.

TO

SALLY CUPAN
Mayor
City Hall
Sandpoint, Idaho 83864

FROM

PHILIP H. ROBINSON
City Attorney
P.O. Box 907
Sandpoint, Idaho 83864

SUBJECT Edgewater

DATE 9 / 14 / 81

MESSAGE

Presently the Edgewater has permission to put in a swimming pool until 1993. We are in no position to force public use until then.

SIGNED Philip H. Robinson

REPLY

SIGNED

DATE / /

REDIFORM® 4S 472

SEND PARTS 1 AND 3 WITH CARBON INTACT -
PART 3 WILL BE RETURNED WITH REPLY.

POLY PAK (50 SETS) 4P472

9/14/81

Memo

From MAYOR SALLY L. CUPAN

Item # 12.

To Teresa

Re: Cox Lease

(1) Why do they want the road included

She won't allow the road included.

(2) Property goes to within a few feet (2') of his windows.

CITY OF SANDP
City Hall — 110 I
SANDPOINT, ID 83864
(208) 263-3158

(3) More clear public can enter and no fences or closing it off.

(4) She won't allow any extension beyond 1993.

(5) Not an equitable return now, so no way to extend beyond 1993.

109-40

Beach lease proposal gets one more round

By FRANK BOYETT
Staff Reporter

After four months of on-and-off negotiations, the Sandpoint City Council is again ready to consider leasing a portion of the City Beach to Edgewater Lodge owner Robert Cox.

Mayor Sally Cupan said she assumes the city council is ready to act on the proposed lease. She said she asked council members if they wanted to have a workshop on the issue, but only one council member responded and he said a workshop was not necessary.

"Unless they say to me, 'Yes we want a workshop,' I'm going to go ahead and put it on the agenda," Cupan said.

The council meeting begins at 7:30 p.m. Sept. 21 at City Hall. The land to be leased is directly in front of the Edgewater Lodge.

The four months of work on the lease cleared up some problems with the proposal, but apparently all parties are still not in agreement on the accord.

The lease was considered Sept. 2 by the council's Administrative Committee and members Bert Lines and Anne Cordes recommended a number of changes they think necessary before the lease is approved. At least one of those recommendtions does not meet the approval of Cupan.

"I don't think they have that option," she said of the committee's recommendation that Cox be granted permission to build a swimming pool on the land only if it is open to the public and the city receives a share of the profits.

Cupan said Cox already holds the right to construct a swimming pool on the land. She noted that in November 1964 the council instructed the city attorney to draft an agreement giving Cox's predecessor permission for a swimming pool. The permission was contingent on approval of the Burlington Northern Railroad, since the Edgewater land is leased from the railroad and railroad deeded the City Beach to the city with the requirement that the land always be used for public park purposes.

Cupan also noted that the railroad gave approval of the request about a year later.

No formal agreement granting permission to build a swimming pool has been found in city records, but Cupan said considering the disarray that existed in the records in the past, that fact does not mean the accord does not exist.

Cox termed the committee's swimming pool recommendation "ridiculous." He said he considers he already has permission to build a swimming pool. He has not done so, he said, because his current lease expires in 1993 and hesitates investing money in a swimming pool when he may get only 12 years use of it.

The Administrative Committee also recommended that the lease extend only until 1993--which is the term of the current lease Cox holds. Cox has said in the past that one of the main reasons he is seeking a new lease is because he would like it to coincide with the term of the lease he has from the railroad, which expires in 2011.

The other recommendations from the Administrative Committee concern the boat basin on the Sand Creek side of the City Beach. The land is leased by Cox from the railroad, but the city and Bonner County Waterways Advisory Committee has developed it and it is used by the public. The committee recommends that the city return the boat basin to Cox because the city has no money to maintain or develop it.

Most of the recent changes in the lease were mandated by the state Department of Parks and Recreation. Past proposed leases included a portion of the breakwater and the municipal docks. However, the docks were built with grant money and the state parks department said leasing that area to a private party would violate the grant regulations. Consequently, in the latest lease the breakwater has been deleted from the area to be leased.

The proposed lease also makes provisions to keep the area open to the public, stating: "so far as the swimming beach is concerned, this is a non-exclusive lease and said area shall remain available as a swimming beach to all persons who exercise reasonable behavior."

Cupan said that language apparently means that the sandy area of the land will be open to the public, but Cox could keep the public off of the grassy area if he so wished. Cox has said in the past that he has no intention of closing the area to the public.

9/81

M E M O

TO: City Council Members

FROM: Helen M. Newton HMN

RE: MEETING - TUESDAY 9/15

DATE: 11 September 1981

There will be a breakfast meeting at the Pastime on Tuesday morning, September 15, 1981 at 7:00 A.M. Purpose of this meeting will be to discuss a new lease with Bob Cox.

109-40 9/

Item # 12.

Beach lease proposal gets one more round

By FRANK BOYETT
Staff Reporter

After four months of on-and-off negotiations, the Sandpoint City Council is again ready to consider leasing a portion of the City Beach to Edgewater Lodge owner Robert Cox.

Mayor Sally Cupan said she assumes the city council is ready to act on the proposed lease. She said she asked council members if they wanted to have a workshop on the issue, but only one council member responded and he said a workshop was not necessary.

"Unless they say to me, 'Yes we want a workshop,' I'm going to go ahead and put it on the agenda," Cupan said.

The council meeting begins at 7:30 p.m. Sept. 21 at City Hall. The land to be leased is directly in front of the Edgewater Lodge.

The four months of work on the lease cleared up some problems with the proposal, but apparently all parties are still not in agreement on the accord.

The lease was considered Sept. 2 by the council's Administrative Committee and members Bert Lines and Anne Cordes recommended a number of changes they think necessary before the lease is approved. At least one of those recommendations does not meet the approval of Cupan.

"I don't think they have that option," she said of the committee's recommendation that Cox be granted permission to build a swimming pool on the land only if it is open to the public and the city receives a share of the profits.

Cupan said Cox already holds the right to construct a swimming pool on the land. She noted that in November 1964 the council instructed the city attorney to draft an agreement giving Cox's predecessor permission for a swimming pool. The permission was contingent on approval of the Burlington Northern Railroad, since the Edgewater land is leased from the railroad and railroad deeded the City Beach to the city with the requirement that the land always be used for public park purposes.

Cupan also noted that the railroad gave approval of the request about a year later.

No formal agreement granting permission to build a swimming pool has been found in city records, but Cupan said considering the disarray that existed in the records in the past, that fact does not mean the accord does not exist.

Cox termed the committee's swimming pool recommendation "ridiculous." He said he considers he already has permission to build a swimming pool. He has not done so, he said, because his current lease expires in 1993 and hesitates investing money in a swimming pool when he may get only 12 years use of it.

The Administrative Committee also recommended that the lease extend only until 1993--which is the term of the current lease Cox holds. Cox has said in the past that one of the main reasons he is seeking a new lease is because he would like it to coincide with the term of the lease he has from the railroad, which expires in 2011.

The other recommendations from the Administrative Committee concern the boat basin on the Sand Creek side of the City Beach. The land is leased by Cox from the railroad, but the city and Bonner County Waterways Advisory Committee has developed it and it is used by the public. The committee recommends that the city return the boat basin to Cox because the city has no money to maintain or develop it.

Most of the recent changes in the lease were mandated by the state Department of Parks and Recreation. Past proposed leases included a portion of the breakwater and the municipal docks. However, the docks were built with grant money and the state parks department said leasing that area to a private party would violate the grant regulations. Consequently, in the latest lease the breakwater has been deleted from the area to be leased.

The proposed lease also makes provisions to keep the area open to the public, stating: "so far as the swimming beach is concerned, this is a non-exclusive lease and said area shall remain available as a swimming beach to all persons who exercise reasonable behavior."

Cupan said that language apparently means that the sandy area of the land will be open to the public, but Cox could keep the public off of the grassy area if he so wished. Cox has said in t[illegible] that he has no inter[illegible] closing the area [illegible] public.

Item # 12.

Jeeves, it is a known
there is a particular
t does seem ange-
ort of fellow em."
" says Jeeves, with

know perfectly well
ly speaking, half the
normal bloke ought
n a girl comes along
twice the regular
o often makes a
the love light in her
ow to account for it,

ure's provision for
lance of the species,

tie's abysmal stupidity: "Jeeves was in the sitting-room messing about with holly, for we would soon Christmas at our throats always a stickler for doi thing."

Bertie is forever quoting snatches of Shakespeare and ascribing them to Jeeves, from whom he has heard them. When he tries to quote Shakespeare directly, the deficiences of an Oxford education are all too apparent: "As Shakespeare says, if you're going to do a thing you might just as well pop right at it and get it over."

Very good, sir.

(c) 1081, Los Angeles Times Syndicate

's opinion

ello Mountain

ame them for trying, but the folks who dreamed Mountain Country missed the bucket.

the Idaho Travel Committee recently decided to six geographic regions in the state clever help provide each region a marketable identity ure tourists.

was awarded the handle above.

[ountain Country. The title conjures up nothing so nage of a squirming mound of Jello. Fish swim- n and skiers literally dripping down the slopes. Candy Mountain, minus the rock.

rd, however, Big Water Mountain Country is not of names. Folks from the Magic Valley, for se Magicland, which sounds like Disneyland's elation.

e been worse.

e would have been a natural, thanks to Lake Pend izing depth, but that name has at least one urists lured to the Gem State by that slogan d have wound up in Lewiston.

ıce report

er planning: An ce of prevention

IM ABDNOR

igh certainly not en- he hot summer days this country came to it was running out of gas lines, odd-even s and the other ıt come with a fuel

ı and midwestern singly in the east, ıers are faced with ecause of lack of nd cities are asking eir water usage to avoid critical shor- ıe beginning symp- ıg problem that I e the energy crsis as ın problem of the tage.

tself in an energy ıse of a lack of tion and advance oping a national re going down that ater is concerned. table and growing many areas of the ıensive strategy is o meet what may crisis situation in ture.

too many participants and the resulting confusion and disorganization.

With the overabundance of federal hands in the attempt to construct water policy, there has been a corresponding lack of state involvement. There definitely needs to be direct input from state and local leaders in the planning of water projects. My bill includes a five-member State Advisory Council for that purpose. The members will be recommended by the Naional Governors Association. The legislation also provides for the continuation of funding for state water planning and research through fiscal year 1983 and, thereafter, on a competitive basis.

I am optimistic that this emphasis on future research and comprehensive planning, with extensive state involvement, will result in the smooth assembling of a national water policy. A National Water Policy Board, aimed at managing that policy-building, will be a significant step in assuring that the 1980s do not bring water rationing as a descendant of the gas lines of the '70s.

"Conference Reports" is a bi column of the Senate Republic ference. The opinions expressed are those of individual senators. Abdnor

9/10/81

Item # 12.

TO: Members of the City Council

RE: Proposed changes in City Beach operation
(Daily Bee article 2 September 1981)

MEMBERS:

I shall endeavor to speak to each of the six (6) proposals suggested by the City Council members during the meeting of August 11, 1981.

1. It would appear that the proposal to eliminate all vehicle traffic at the City Beach is not a viable solution and will not come under much discussion for that reason. It is un-workable.

2. For the Council to consider dis-allowing all commercial use of the City Beach and then directly contradicting itself by granting exceptions is simply not consistent. I do not understand why the sudden concern for the elimination of the functions which serve the City best and bring in revenue and appeal to the tourists. The Arts & Crafts Festival has become a tradition in Sandpoint in the summer and draws people from the entire Inland Empire and Canada. This is the first year it was covered by KREM-TV and enjoyed three spots during three newscasts. SPOKANE magazine includes the Festival in their calendar section as well as advertising our fine local restuarants. I don't know of any better coverage. I have yet to know of or see and incident occur at the Festival which would require police attention. The crowds are orderly and gentle for the most part. What better tourist attraction can Sandpoint ask for.

3. The issue of disallowing non-commercial functions that would tend to draw large crowds is one more venture into turning tourists away from Sandpoint. A case-in-point is the Hobie Regatta which was a joy to see and watch. The issue of charging them to beach their craft overnight is simply ridiculous. Large crowds of people at the City Beach is not the problem. Small gatherings of ruffians at the City Beach at sun-down, continuing to the morning hours is the real problem at the Beach. That is the time when all the vandalism occurs. The City has just spent a great deal of money paving a portion of the parking area and already it is strewn with glass, bottles, cans, cigarette butts, bottle tops which are rapidly becoming imbedded in the new blacktop. No-one, least of all the City Council members, seem to be concerned about that. What other city would spend as much money as Sandpoint on a beautiful park and leave it wide open seven days a week to be vandalized on a regular basis. It is unbelievable. Why do you have a tendency to attack the activities at the City Beach which give the most people the most pleasure and absolutely deny and turn your back on the problem areas.

4. The proposal to pave the grassed area next to the trailer park in order to allow more parking spaces only serves to give the night-raiders more ro to play and tear up. Your taste is all in your mouth and your judgment is in your hind pocket. It is the quickest most successful way to ruin the City Beach entirely. This particular proposal is just short of sheer stupidity.

5. The proposed cul-de-sac at the concession stand to allow forty additional parking spaces bears a bit of consideration but not much. Having the traffic presently confined to the existing parking area allows a great deal of freedom of movement for everyone in the park with a maximum of safety. Children are free to roam and play and parents are reasonably assured of no traffic accident occurring to their children. This section of the Beach was re-vamped several years ago with this specific purpose in mind and it has allowed much more space in the grassy area. New volleyball courts have sprung up. Bicyclists are far more safe. In general, it is a safer situation for everyone on foot.

9/81

6. And finally, the proposal to abolish the 'no parking' area near the boat ramps and/or moving the ramps entirely and/or re-designing the entire parking lot at the beach leaves me speechless - almost. How many times have we heard the 'fishermen' and the 'boaters' scream to high heaven when anything constructive has tried to be done with regard to solving the destruction of the Beach by a few vandals. Their cries of injustice in the past will be nothing compared to their screams when their ability to launch their boats has been restricted or impaired. If the 'no parking' signs are removed, they will be lucky to find enough room to launch at any time of the day or night.

Most of the demolition experts are well-known to both the police and the Court as they are, for the most part, repeat offenders. By merely observing regular hours for traffic at the beach would give everyone a chance to enjoy the water, the grassy area, the trees, the entire beach. Abolishing the 'no parking' area near the boat ramps makes it nearly impossible to launch a boat of any kind. Moving the ramps and/or re-designing the parking lot is a wildy expensive and most ridiculous solution to a relative simple problem. Where is your common sense - your foresight. Leaving the lights on all night at the beach only serves to give the ruffians a well-lighted playground. What more could they ask. Closing the park at regular hours to vehicle traffic and using only maintenance lighting would seem to help a great deal to elminiate the vandalism and boaters and fishermen would have no problem getting in and out.

Respectfully submitted,

Mary L. Murphy Yates

Mary L. Murphy Yates
Box 1662
Sandpoint, Idaho

ADMINISTRATIVE COMMITTEE MEETING
September 2, 1981

Those attending: Bert Lines, Chairman
Anne Cordes, member

I. LIONS CLUB LEASE FOR BALD MT. SITE

1. Recommend that City make term of lease for 5 years.

2. Recommend that City charge $1.00 per year and waive a rental fee to the Lions Club if other tenants beside KUID TV occupy the building. City would charge a permit fee for the Lions Club subtenants other than KUID TV.

3. Recommend that if the Lions Club rents additional spaces, the Clubmust guarantee that space will always be available for public television transmission, since this is the reason for the reduced rental fee.

II. EDGEWATER LODGE LEASE (draft of 8/25/81)

1. page 2, II. TERM Recommend that this lease terminate in 1993, which is the current expiration date.

2. page 2, III. RENTAL Because the City has no money to develop the Sand Creek RR Bridge Boat Basin and because the Edgewater lease for the area expires in 12 years thus making large capitol expenditures economically not feasible even if money should become available, it is recommended that the City return the Boat Basin to the lessee at this time so that he may develop it with private money and get some use out of the area.

3. If the Boat Basin is returned to the lessee, it is recommended that the "demised premises" be appraised and that the annual rental fee be an appropriate percentage return on this value.

4. page 4, VII: IMPROVEMENTS Recommend that permission for any swimming pool to be constructed on the "demised premises" be granted under a lease/concession agreement whereby the pool would be open to the public and the City would receive appropriate compensation from the profits.

5. S.C.R.U.B.

The Committee gave approval to 20 S.C.R.U.B. applications and disapproved one.

Bert Lines, Chairman

TO Phil Robinson

FROM Na nal Headquarters

SUBJECT Cox Lease at Beach

DATE 8/2/81

MESSAGE

Attached is a poor photo copy of a railroad map. Note that it seems to show the Church St. underpass ~~and~~x as Bridge No. 3. This may be where the description came from in the Cox Lease referring to Bridge No. 3 and people interpreting it to mean by mistake the City possibly leased all of the beach to Cox. Sam and I looked at it a rather long time, and we think that is what it means. Ancient history but interesting.

SIGNED Sc

REPLY

SIGNED

DATE / /

REDIFORM® 4S 471

SEND PARTS 1 AND 3 WITH CARBON INTACT - PART 3 WILL BE RETURNED WITH REPLY.

POLY PAK (50 SETS) 4P 471

DETACH AND FILE FOR FOLLOW-UP

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDPOINT AS FOLLOWS :

That on the 10th day of September, 1958, the City entered into an agreement with Lakeshore Enterprises, Inc., an Idaho corporation, whereby Lakeshore Enterprises, Inc. along and together with other considerations was granted a license and concession to maintain and operate certain property belonging to the City of Sandpoint, described as follows, to-wit :-

> That certain property lying East of the present Lakeshore Tourist Park between the city dock road and the extension of the city beach road East, being a line drawn East from the North and East corner of the Northern Pacific Railway Company bridge #3 to the mean high water line of Lake Pend Oreille

That as a consideration of said agreement Lakeshore Enterprises, Inc. leased and demised to the City of Sandpoint that portion of the South end of a lease owned by Lakeshore Enterprises, Inc. from the Northern Pacific Railway Company, now occupied by the City of Sandpoint as a boat basin, plus an additional 50-foot strip running East and West for road purposes for ingress

100129
W-15183

WAIVER OF CONDITIONS

THIS AGREEMENT, entered into between the CITY OF SANDPOINT, a municipal corporation, hereafter referred to as the City, and NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereafter referred to as the Railway Company, WITNESSETH:

WHEREAS, the Railway Company has heretofore deeded to the City certain property as set forth in that certain deed dated June 27, 1922, and recorded August 2, 1922, in Book 30 of Deeds, page 257, records of Bonner County, Idaho; and

WHEREAS, the deed specified that the property to be conveyed would be used for park purposes; and

WHEREAS, said deed provided that if the premises ceased to be used for park purposes said property would revert to the Railway Company; and

WHEREAS, on the 10th day of September, 1958, the City of Sandpoint granted a Concession Agreement to Lakeshore Enterprises, Inc., allowing Lakeshore Enterprises, Inc., the license and privilege to maintain and operate the following described property lying Easterly of Lakeshore Tourist Park between the City Dock Road and the extension of the City Beach Road East, being a line drawn East from the North end and East corner of the Railway Company's Bridge No. 3 to the mean high water line of Lake Pend Oreille, with the right and privilege of the City to control said properties and to approve any construction thereon; and

WHEREAS, said Agreement has been extended by resolution of the City Council to the 31st day of March, 1993; and

WHEREAS, Lakeshore Enterprises and/or its successor desires to construct a swimming pool facility upon the above-mentioned land set forth in the Concession Agreement;

NOW THEREFORE, in consideration of One Dollar and other valuable considerations, the Railway Company hereby waives any objection to the Concession Agreement and/or the construction of a swimming pool on the above-described property, and further waives any right the Railway Company may have to declare the deed of June 27, 1922, above referred to, forfeited or void by reason of the above-mentioned acts of the City of Sandpoint; provided that the waiver hereby made shall not constitute a waiver of any other breach of the condition in said deed of June 27, 1922.

Dated this _____ day of _____, 196__.

NORTHERN PACIFIC RAILWAY COMPANY

By _____
Vice President

Attest: _____
Assistant Secretary

STATE OF MINNESOTA)
(ss
County of Ramsey)

On this 11th day of January in the year 1965, before me _____, a Notary Public, personally appeared _____, known to be a Vice President and Richard A. Burke, to me known to be Assistant Secretary of the Northern Pacific Railway Company, the corporation that executed the instrument and acknowledged to me that said Northern Pacific Railway Company executed the same.

_____

N

S BOYER

ERIE

Extend Walk & Rolling - AFE 2TT-B-39
Gov't. Lot 2, Sec. 13, T57N, R.2W, 5P
682-36 C.E. 9122
Rdwy Mfg. Oak
Bridge No 3.
1Sp 1B.29'-2Sp. RCT185

W End Bridge 850+96.38 PSM
E End Bridge 850+69.38 Office
853'+/- Steel Change of Width
Powder Ho
Office
Log
Guard Rail
Nose of Point
Swimming Pool
Tourist Camp (Privately Operated)
Bridge No 3
Schools @ 33' & 30'
Cabins
Dock
Boat Rental
Swimming Pool
Bath House
Concession
Pool
Diving Board
Slide
Beach
Fence
Rock
Trees
Shrubs
Lawn
Parking
Entrance
Exit
Road
Drive
Path
Walk
Curb
Gutter
Sidewalk
Fire Hydrant
Light
Sign
Flag
Bench
Table
Chair
Umbrella
Lifeguard
Boat
Canoe
Kayak
Paddle
Oar
Life Jacket
Life Ring
Rope
Buoy
Anchor
Dock
Pier
Wharf
Boathouse
Shed
Garage
Barn
Silo
Windmill
Water Tower
Well
Pump
Septic Tank
Leach Field
Power Line
Telephone Line
Cable TV
Gas Line
Water Line
Sewer Line
Storm Drain
Culvert
Bridge
Overpass
Underpass
Railroad
Train
Station
Platform
Ticket Office
Waiting Room
Restroom
Men
Women
Handicap
Accessible
Ramp
Elevator
Stairs
Escalator
Information
Emergency
Phone
Police
Fire
Ambulance
Hospital
Clinic
Pharmacy
Grocery
Store
Restaurant
Cafe
Bar
Hotel
Motel
Campground
Picnic Area
Playground
Swing
Slide
Seesaw
Merry-Go-Round
Sandbox
Basketball
Court
Tennis
Court
Baseball
Field
Soccer
Field
Golf
Course
Tee
Green
Fairway
Rough
Sand
Trap
Water
Hazard
Out of
Bounds
Boundary
Property
Line
Easement
Right of
Way
Survey
Monument
Benchmark
Control
Point
Traverse
Line
Angle
Point
Curve
Tangent
Radius
Chord
Arc
Length
Delta
Angle
Bearing
Azimuth
Distance
Coordinate
Grid
Datum
Projection
Scale
Legend
Title
Block
Lot
Subdivision
Plat
Map
Drawing
Sheet
Number
Date
Author
Revision
Note
Dimension
Tolerance
Material
Specification
Quantity
Unit
Price
Total
Cost
Budget
Schedule
Milestone
Task
Resource
Risk
Issue
Change
Request
Approval
Signature
Witness
Notary
Public
Seal
Stamp
Certificate
License
Permit
Inspection
Report
Photograph
Video
Audio
Recording
Transcript
Minutes
Agenda
Meeting
Conference
Call
Email
Letter
Memo
Fax
Mail
Courier
Package
Envelope
Postage
Return
Receipt
Certified
Registered
Insured
Express
Overnight
Priority
Standard
Bulk
Rate
Permit
No.
Postage
Paid
Indicia
Meter
Stamp
Cancellation
Mark
Postmark
Date
Time
Zone
Delivery
Confirmation
Tracking
Number
Barcode
Label
Address
Block
Recipient
Sender
Return
Address
Attention
Line
Care
Of
Suite
Apartment
Floor
Building
Street
Avenue
Boulevard
Drive
Lane
Court
Place
Circle
Terrace
Way
Parkway
Highway
Route
Box
Rural
Delivery
City
State
Province
Country
Postal
Code
ZIP
Code
Plus
Four
International
Domestic
Foreign
Air
Mail
Surface
Mail
Sea
Mail
Land
Mail
Rail
Mail
Truck
Mail
Van
Mail
Bicycle
Mail
Foot
Mail
Carrier
Route
Sorting
Machine
Facer
Canceler
Barcode
Reader
Optical
Character
Recognition
Video
Coding
System
Remote
Encoding
Center
Delivery
Point
Barcode
Intelligent
Mail
Package
Services
Priority
Mail
Express
First-Class
Mail
Parcel
Post
Media
Mail
Library
Mail
Bound
Printed
Matter
Flats
Irregulars
Machinables
Nonmachinables
Oversized
Pieces
Letters
Cards
Postcards
Envelopes
Flats
Magazines
Newspapers
Periodicals
Catalogs
Books
Manuals
Directories
Brochures
Pamphlets
Flyers
Circulars
Coupons
Samples
Merchandise
Gifts
Documents
Contracts
Agreements
Invoices
Statements
Checks
Money
Orders
Cash
Credit
Cards
Debit
Cards
Gift
Cards
Prepaid
Cards
Stored
Value
Cards
Loyalty
Cards
Membership
Cards
Identification
Cards
Badges
Keys
Locks
Combinations
Passwords
PINs
Biometrics
Fingerprints
Retinal
Scans
Facial
Recognition
Voice
Recognition
Signature
Verification
Witness
Notary
Public
Seal
Stamp
Certificate
License
Permit
Inspection
Report
Photograph
Video
Audio
Recording
Transcript
Minutes
Agenda
Meeting
Conference
Call
Email
Letter
Memo
Fax
Mail
Courier
Package
Envelope
Postage
Return
Receipt
Certified
Registered
Insured
Express
Overnight
Priority
Standard
Bulk
Rate
Permit
No.
Postage
Paid
Indicia
Meter
Stamp
Cancellation
Mark
Postmark
Date
Time
Zone
Delivery
Confirmation
Tracking
Number
Barcode
Label
Address
Block
Recipient
Sender
Return
Address
Attention
Line
Care
Of
Suite
Apartment
Floor
Building
Street
Avenue
Boulevard
Drive
Lane
Court
Place
Circle
Terrace
Way
Parkway
Highway
Route
Box
Rural
Delivery
City
State
Province
Country
Postal
Code
ZIP
Code
Plus
Four
International
Domestic
Foreign
Air
Mail
Surface
Mail
Sea
Mail
Land
Mail
Rail
Mail
Truck
Mail
Van
Mail
Bicycle
Mail
Foot
Mail
Carrier
Route
Sorting
Machine
Facer
Canceler
Barcode
Reader
Optical
Character
Recognition
Video
Coding
System
Remote
Encoding
Center
Delivery
Point
Barcode
Intelligent
Mail
Package
Services
Priority
Mail
Express
First-Class
Mail
Parcel
Post
Media
Mail
Library
Mail
Bound
Printed
Matter
Flats
Irregulars
Machinables
Nonmachinables
Oversized
Pieces
Letters
Cards
Postcards
Envelopes
Flats
Magazines
Newspapers
Periodicals
Catalogs
Books
Manuals
Directories
Brochures
Pamphlets
Flyers
Circulars
Coupons
Samples
Merchandise
Gifts
Documents
Contracts
Agreements
Invoices
Statements
Checks
Money
Orders
Cash
Credit
Cards
Debit
Cards
Gift
Cards
Prepaid
Cards
Stored
Value
Cards
Loyalty
Cards
Membership
Cards
Identification
Cards
Badges
Keys
Locks
Combinations
Passwords
PINs
Biometrics
Fingerprints
Retinal
Scans
Facial
Recognition
Voice
Recognition

7/13/84

Memo

From
MAYOR SALLY L. CUPAN

To Erica Reckow

Re: Lakeshore

I did a review of the Lakeshore agreements and Council action.

Attached are my notes plus the minutes of April 9 meeting.

While Council appears to have agreed to include amendments, it has not yet acted on the agreement.

CITY OF SANDPOINT
City Hall — 110 Main St.
SANDPOINT, ID 83864
(208) 263-3158

SE

Date Amended & Signed. They were added to agenda. Minutes office of Kathy need a memorandum. 2 week readvance.

9/18/84

Need the original letter it was sent to Council from this author.

8/30/84

Item # 12.

Resume of Agreements

Lakeshore -- Bob Cox -- Edgewater
Conditions in Agreements

Note: City received deed from N.P. Rwy. w/ restrictions on land for park purposes 6/27/22

9/10/58 Agreement between Lakeshore and City for "license and concession" to maintain and operate property in front of lodge -- term 1957 to 1967

(land just east of NP land leased to Lakeshore, except 100 ft. strip where old NP Rwy spur track was formerly)

Base of Agreement

City wants to improve area for recreational beach + water + picnic activities, and to develop a boat basin on South end of Lakeshore leased land and to acquire a road r/of/w to area + further development of beach by adding fill + a possible boat dock + sea wall. Lakeshore wants to cooperate w/ this.

Agreements:

1. City gives license + concession to maintain and operate land described. Right to control, build + construct structures + improvements (in nature of beach and recreational purposes) in Lessee under

auspices of City. Lakeshore has right to charge and rent for camping & trailer spaces as a reasonable rate for maintaining the area.

2. Lessee has right to fill, build & construct breakwaters, docks, and other facilities; provided, however, prior approval by the City, and ownership to remain in City.

Lessee may -- for upkeep, etc. -- Charge for moorage and docking.

3. Lessee to pay City $250 per yr.; but value of improvements made to property which were approved by City in any one year to be deducted from $250, w/ value of improvements to carry over from year to year to apply toward the $250.

4. Lessee leases to City (w/approval of NPRR) the "old boat basin" area and another 50 feet running E & W for road to old boat basin.

9/10/58 Consent to Sublease

N.P. Rwy. consented to Lakeshore subletting to City for boat basin and road purposes only.

3/11/63 Resolution of Council

Re: Lessee's extensive building program would benefit Sandpoint & tourist trade, extended original 9/10/58 lease to March 31, 1993.

1/11/65 Waiver of Conditions

NP Rwy:

Consented to allow construction of swimming pool on leased property

4/ /65 Addendum to Agreement

City agreed to allow construction of swimming pool. Original agreement and extension ratified.

Does a signed copy exist?

(Council minutes 11/18/64 instructed City Attorney to prepare agreement.)

8/18/80 By resolution, Council directed codification of various "leases" with Lakeshore into a single document.

10/6/80 Administrative Committee recommended that proposed extension of term of lease and proposed rental be found unacceptable to Council.

10/17/80 Workshop w/ Cox + Herndon
General discussion of problems.
City Attorney and Herndon to prepare a draft agreement for Council Consideration.

2/12/81 Workshop w/ Pietsch, Ch., Waterways Commission.
They did not want City to relinquish old boat basin.

3/ /81 Ways + Means recommended if old boat basin were relinquished that rent to Lakeshore increase to $1,200 per year.

4/9/81 Special Council -- Agreed to 9 amendments.

4/20/81 Motion passed that City not consider proposed lease until City Attorney returns (Phil out for surgery).

IDAHO DEPARTMENT of PARKS & RECREATION

Dale R. Christiansen, Director
[redacted]
Robert L. Meinen, Dep. Dir.

John V. Evans, Governor

North Region Headquarters
1838 N. Lincoln Way
Coeur d'Alene, Idaho 83814
July 1, 1981

Mrs. Sally Cupan, Mayor
City of Sandpoint
City Hall
Sandpoint, Idaho 83864

RE: SANDPOINT DOCK IMPROVEMENTS
L&WCF #16-00291

Dear Mayor Cupan:

Enclosed is the section of the Land and Water Conservation Fund manual that addresses Conversion of Use. In this text Conversion of Use refers to the changing of the facility to other than public outdoor recreation uses and would cover the example that Mr. Cox described.

You might consider using some of this language in the concession agreement with Mr. Cox if you choose to go that way.

If you have any questions please let me know. I enjoyed our visit yesterday and the opportunity to get to know you better.

Sincerely,

DALE R. CHRISTIANSEN
DIRECTOR

Jack B. Dalton
Park/Recreation Planner

JBD/slb

Enc.

EQUAL OPPORTUNITY EMPLOYER

7/2/81
copy to Phil
+ Steve Heindon

the United States for less than fair market value), but not including incidental costs relating to acquisition.

(2) DEVELOPMENT.--For development, including but not limited to site planning and the development of Federal lands under lease to States for terms of twenty-five years or more.

"(f) REQUIREMENTS FOR PROJECT APPROVAL; CONDITION.--Payments may be made to States by the Secretary only for those planning, acquisition, or development projects that are approved by him. No payment may be made by the Secretary for or on account of any project with respect to which financial assistance has been given or promised under any other Federal program or activity, and no financial assistance may be given under any other Federal program or activity for or on account of any project with respect to which such assistance has been given or promised under this Act. The Secretary may make payments from time to time in keeping with the rate of progress toward the satisfactory completion of individual projects: Provided, that the approval of all projects and all payments, or any commitments relating thereto, shall be withheld until the Secretary receives appropriate written assurance from the State that the State has the ability and intention to finance its share of the cost of the particular project, and to operate and maintain by acceptable standards, at State expense, the particular properties or facilities acquired or developed for public outdoor recreation use.

"Payments for all projects shall be made by the Secretary to the Governor of the State or to a State Official or agency designated by the Governor or by State law having authority and responsibility to accept and to administer funds paid hereunder for approved projects. If consistent with an approved project, funds may be transferred by the State to a political subdivision or other appropriate public agency.

"No property acquired or developed with assistance under this section shall, without the approval of the Secretary, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

12/14/73 (Rel. No. 125)

This release supersedes all amendments, program directives and releases issued prior to this date.

File ~~Federal~~ Edgewater Lease
109-40

SUMMARY

Re: June 30, 1981, meeting with Jack Dalton, representative of BOR; Bruce Green; Bob Cox and Steve Herndon; Phil Robinson and Mayor, regarding Cox lease and any conflict with government regulations covering land owned by the City on which federal funds were expended

Dalton's only concern is the breakwater because that is the only portion of the beach which concerns both Cox and an area on which BOR funds were expended. His other concern is that the City must retain control and tenure of any City land on which the federal funds were expended. If the City ever wanted to convert the use of the land (breakwater), it would have to replace it with a similar structure in a similar area. There would not be feasible for the breakwater.

They will not sanction a lease, per se, but they will give approval for concessions--depending on the wording. They would want to review any agreement involving the breakwater prior to the City entering into it.

The pump house at the end of the b/w is still a bone of contention; unsightly and not as originally proposed.

Cox said his and Sheckler's main concern is security for the dock area. His other main concern is some future City council might allow a commercial enterprise to be built on breakwater. DALTON STATED THIS WOULD VIOLATE GRANT REQUIREMENTS -- ANYTHING OUT THERE MUST BE OUT DOOR RECREATIONAL.

It is Dalton's feeling that any agreement as to security for the b/w area should be a separate and distinct agreement which would not involve title or any ultimate relinquishment of the City's control and management.

received: 6/30/81 at conference w/ municipals.

LEASE

LESSOR: City of Sandpoint, Idaho
A Municipal Corporation
Hereinafter referred to as "City"

LESSEE: Robert A. Cox, d/b/a
The Edgewater Lodge

DEMISED PREMISES: That certain parcel lying East of the East Sideline of Burlington Northern Railway Lease # (N.P.) 92552 bounded on the North by the North edge of "City Dock Road", on the South by a line drawn east from the intersection of the North edge of Bridge Street and the East sideline of Burlington-Northern Railway Lease No. (N.P.) 92552, and on the east by the meander line of Lake Pend Oreille at elevation 2051 feet above mean sea level.

RECITALS

WHEREAS, the City owns the above described property in fee by reason of a deed from the Northern Pacific Railway Company, subject to use for recreation purposes, and

WHEREAS, Lessee operates a Motel, a lounge and a restaurant on certain real property adjacent to and West of the above described 'demised premises', and

WHEREAS, Lessee and his predessessors have invested substantial sums of money on maintenance and improvement on the 'demised premises' pursuant to an agreement with City dated September 10, 1958 together with several modifications, suppliments, and an extension thereof, and

WHEREAS, the City is now and for sometime has been engaged in the improvement of the general area in and around the 'demised premises' for recreational purposes, and

WHEREAS, Lessee and his predessessors have aided in the development and maintenance of the civic area located in and around the 'demised premises' in the past, and

WHEREAS, Lessee wishes to continue to aid in the future development and maintenance of the civic area located in and around the 'demised premises', and

WHEREAS, said future development and maintenance is for the best interests of the public and should be of benefit of all residents of the City, and

WHEREAS, City by Resolution passed August 18, 1980 has ordered that a lease intended to clearly set forth the status of the demised premises

be prepared,

NOW THEREFORE, in consideration of the foregoing purposes and the following mutual covenants and agreements the parties agree as follows:

I. LEASE

City hereby leases the above described parcel to Lessee, subject to the rights expressly left to City herein, and sofar as the swimming beach is concerned, this is a non-exclusive Lease and said area shall remain available as a swimming beach to all persons who exercise reasonable behavior.

II. TERM

This lease shall be for a term equal to Lessee's leasehold rights in adjoining properties presently represented by Burlington Northern Railway lease # (N.P.) 92552 , i.e. the year 2011.

III. RENTAL

As rental Lessee shall pay $250.00 per year until 1993 and thereafter $1000.00 per year, increased annually from 1993 by an amount equal to the percentage change in the overall Cost of Living Index as published by the Bureau of Labor Statistics, Department of Labor, or in the event the Department of Labor ceases to publish said Index, by any other similarly compiled Index. Further, as additional consideration, by way of exchange of properties, continue to permit the City to use, possess, that part of Burlington Northern Railway lease # (N.P.) 92552, now occupied by the City as a boat basin, plus an additional 50 foot strip running East and West for road purposes for ingress and egress to said boat basin, all for non-commercial boat basin purposes.

It is mutually understood that the City has no assignable rights to this boat basin; and that the City desires to engage in certain studies relative to the necessity of continuing its use of the boat basin. To this end it is mutually agreed that the City may at any time notify Lessee of its desire to return the boat basin to Lessee and in that event Lessee's total rental hereunder shall increase to $ 1,200.00 per year. Said rental is to be increased annually from 1981 by an amount equal to the percentage change in the overall Cost of Living Index as published by the Bureau of Labor Statistics, Department of Labor, or in the event the Department of Labor ceases to publish said Index, by any other similarly compiled Index.

IV. RESERVATIONS

A. CITY FILL AND WATER PUMPING SYSTEM

City hereby reserves the right to maintain, operate and access any part of its water system and fill presently located on the 'demised premises'.

B. PUBLIC ACCESS FOR RECREATIONAL PURPOSES

City reserves the right so long as the same is reasonable and consistent with necessary security and public health and safety requirements to jointly direct and control public access to the 'demised premises'.

C. EXISTING AND PLANNED MOORAGE FACILITIES

It is mutually understood that boat moorage facilities have been and are being built on the 'demised premises' the same operated by another party, all subject to Lessee's approval, which approval has in part already been obtained. City reserves the right to continue this concession under joint control and approval of said concession's operations. Lessee shall have the option to operate or purchase this concession in the event the present concessionaire ceases to operate, maintain, care for or otherwise breach or terminate his agreement with the City. In the event of assignment Lessee shall have a right of first refusal evidenced by said concessionaires co-signature on this lease.

D. PUBLIC GRANT FUNDS

It is mutually understood that City has made improvements on the 'demised premises' with funds obtained from various governmental agencies. Lessee covenants to do all that is reasonably possible to be done to refrain from doing any act or permitting any act to be done which would violate any committment made to these agencies.

V. INDEMNIFICATION

Lessee assumes all risk of loss, damage or destruction to facilities owned by Lessee on the 'demised premises'. Lessee further assumes all risk for and agrees to insure, indemnify and hold City harmless from any claim for injury or damage arising out of any activity carried on by Lessee or condition created by Lessee on the 'demised premises'. Lessor agrees to indemnify and hold Lessee harmless from any claim for injury or damage arising out of any activity carried on by Lessor or its assigns other than Lessee or any condition created by Lessor or its assigns other than Lessee on the "demised premises'.

VI. EDGEWATER BOAT DOCK

Lessee presently maintains a boat dock on the 'demised premises' and contemplates future maintenance of the same which may require permission from the United States Army Corps of Engineers and City specifically hereby grants its approval of the same.

VII. IMPROVEMENTS

Lessor and Lessee agree that no improvements shall be constructed on the 'demised premises' by either party without the prior written permission of the other.

a. At the end of the term of this lease or any extension thereof, all permanent improvements constructed on the 'demised premises' shall inure to the benefit of and revert to the ownership of the Lessor;

b. It is mutually agreed that the Lessor has reserved the right to construct a walkway to be located by the mutual consent of the parties hereto across the 'demised premises'; and

c. It is also mutually agreed that the Lessee may, without further consent, construct a swimming pool on said 'demised premises'.

VIII. VALIDITY

In the event that any provision of this document is found to be invalid for any reason, it is mutually agreed that the remainder hereof shall remain in full force and effect.

It is further mutually agreed that in the event that all or any part of this Agreement should be found to be invalid for any reason, the parties hereto agree to renegotiate this document in good faith.

IX. RAILROAD APPROVAL

The parties hereto mutually acknowledge the restrictive covenant placed on the 'demised premises' and controlled by the Burlington-Northern Railway. The parties further acknowledge and agree with respect thereto, that nothing will be done on the 'demised premises' which might violate the restrictive covenants, to use the same for park purposes without prior written waiver and/or approval of the Burlington-Northern Railroad or it's successor in interest.

X. DEFAULT

If Lessee shall default in any covenant or agreement herein assumed, and such default shall not be remedied within a reasonable time after written notice thereof, this lease shall terminate.

LESSOR: CITY OF SANDPOINT

_____
Mayor, SALLY CUPAN

Approved:

_____
KEITH SCHECKLER

LESSEE:

_____
ROBERT A. COX

State of Idaho)
) ss.
County of Bonner)

On this ___ day of _____, 1981, before me, a Notary Public in and for said State, personally appeared SALLY CUPAN, known to me to be the Mayor of the City of Sandpoint that executed the said instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

_____
NOTARY PUBLIC-State of Idaho
Residing at: _____

State of Idaho)
) ss.
County of Bonner)

On this ____ day of _____, 1981, before me, a Notary Public in and for said State, personally appeared KEITH SCHECKLER, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

_____
NOTARY PUBLIC-State of Idaho
Residing at: _____

STATE OF IDAHO)
) ss.
County of Bonner)

On this ____ day of _____, 1981, before me, a Notary Public in and for said State, personally appeared ROBERT A. COX, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

_____
NOTARY PUBLIC-State of Idaho
Residing at:_____

5/21/81

Resolution -- What Court Opinion says Resolution not binding

Jack Dalton --
Did we ever send him all the documents?

Only question is will lease violate BOR grant agreement.

WPA Built, Corp. Dam raised lake level.

Jensen & Mills have given their proposed changes to Cox lease. Herndon concurs.

Having non-parties sit in on negotiations does not appear a good idea. The publicity is leaving false impression +

is detrimental to
Citty & Cox.

Phil will contact
Dalton and say
no meeting is
necessary -- will
delete from
description any
fund on which
fed. funds were
expended.

(1) Is there an agreement w/ Lakeshore Enterprises -- not Cox -- in effect?
(2) Is there a Lakeshore Enterprises?
(3) Did Cox become owner of " ?

CONTRACT OF SALE 226323

PARTIES: CHAUNCEY STARR and DORIS STARR, husband and wife, ALBERT S. CAHN and MARGERY S. CAHN, husband and wife, JONA GOLDRICH and DORETTA S. GOLDRICH, husband and wife, and SOL KEST and CLARA KEST, husband and wife.

BUYER: ROBERT A. COX

PROPERTY: In Bonner County, Idaho:

PARCEL I: That portion of Government Lot 2 and the Northwest Quarter of the Southwest Quarter of Section 23, Township 57 North, Range 2 West of the Boise Meridian in the City of Sandpoint, lying between lines parallel with and distant 50 feet and 250 feet Easterly, measured at right angles, from the center line of the main track of Railway Company's Main Line as now constructed, and between a line parallel with and distant 80 feet Southerly, measured at right angles, from the Southerly line of the City Dock and a line extending at right angles to said center line from the Northerly end (Engineer's Station 857+33.5 in said center line) of Railway Company's Bridge Number 3.1 as now constructed over Sand Creek; except that portion lying within 30 feet from the center line of Church Street.

PARCEL II: That portion of Government Lot 2 of Section 23, Township 57 North, Range 2 West of the Boise Meridian, Bonner County, Idaho; lying East of the present Tourist Park between the City Dock Road and the extension of the City Beach Road East, being a line drawn East from the Northeast corner of the Northern Pacific Railway Company Bridge 3 to the mean high water line of Lake Pend Oreille and West of the above described property in Parcel I.

Together with all improvements thereon, consisting of a 23-unit motel building containing restaurant and lounge, 2 portable units each containing 4 motel rooms, furniture, furnishings, equipment and fixtures.

DATE: January 21, 1972

IN CONSIDERATION of the following mutual agreements, CHAUNCEY STARR and DORIS STARR, husband and wife, ALBERT S. CAHN and MARGERY S. CAHN, husband and wife, JONA GOLDRICH and DORETTA S. GOLDRICH, husband and wife, and SOL KEST and CLARA KEST, husband and wife, hereinafter agree to sell and convey unto ROBERT A. COX, hereinafter agrees to purchase from Grantors the above

Steve Herndon: They have an assignment from Starr, et al, of any interest they have in City concession, permits, etc.

Jensen & Mills

ATTORNEYS AT LAW

CHARLTON MILLS
Attorney at Law
Tax Attorney

TERRY L. JENSEN
Attorney at Law

517 NORTH 4TH AVE. SANDPOINT, ID. 83864
(208) 263-8538

File
Agenda
Lease
-
City

April 23, 1981

Steve Herndon
Attorney at Law
204 E. Superior
Sandpoint, Idaho 83864

RE: City - Robert Cox Lease of City Beach

Dear Steve:

Keith Sheckler asked me to go over the lease between Mr. Cox and the City since it was contemplated that Keith would be signing this document.

I took the liberty to reword some of the language dealing with the moorage facilities to correctly reflect the fact that Keith had a lease agreement and a concession agreement with the City. Also, I tried to make it clear that all the parties were in agreement that the structures authorized by the Army Corps of Engineers permit were agreeable and that Keith would be controlling these structures. The language provides that any change in the permit or any substantial change in Keith's operation will be approved in advance by Mr. Cox, which, I understand, was your intention.

Enclosed please find a copy of the document with my revisions marked. The remainder of the proposed lease, I left unchanged.

If you have any other suggestions, please feel free to contact me.

Yours very truly,

Terry L. Jensen
TJ:rl
Enclosure
cc: Keith Sheckler
Phil Robinson

4/23/81 109-40

Item # 12.

Jack Dalton

Re: Cox lease

He got 6 pages from Bruce Greene.

He needs some info --

Bruce sent 9 attachments -- and he wants to get story straight before he sends info to A.C.E.

Send him a copy of Sheckler + signed agreement.

They are worr[illegible] about breakwater + docks. Also worried

388

about City beach area. Federal funds were used there.

Out of City park -- go along railroad, delete breakwater and he is O.K.

He is concerned about the provision that give ex firsts on Sheckler concession.

Send map showing ownership of each -- include railroad track right-of-way.

He wants a meeting with Herndon, Greene, Cox, Phil, Mayor, Shuckles, his attorney, Council, May 4, 5 or 8 — try to set up for a day meeting — Conference type.

MINUTES OF
REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON APRIL 20, 1981

ORDINANCE NO. 747 AND RESOLUTION NO. 5-81, SHORT PLAT PROCEDURE CONTINUED

Councilman Currie	Yes
Councilman Lines	Yes
Councilman Venishnick	Yes
Councilman Thurlow	Yes
Councilwoman Deshon	Yes
Councilwoman Cordes	Yes

By unanimous vote of the Council, Ordinance No. 747, passed its second reading.

LETTER FROM A. JAMES CADDIS OF BARRETT-FOLLEVAAG, INC. REGARDING APPRAISAL OF BURLINGTON NORTHERN PROPERTY

Mayor Cupan explained the letter the City received from A. James Caddis of Barrett-Follevaag, Inc., in regard to his estimated cost of an appraisal of the Burlington Northern property, which is the site of the new water filter plant. A question was asked regarding the possibility of hiring someone in the Sandpoint area to do this appraisal and it was answered that there is no one in this area that has an MAI title.

Councilwoman Cordes moved that Mr. Caddis of Barrett-Follevaag, Inc., be retained to make an appraisal of the land where the new water filter plant sits, as soon as possible. Councilman Venishnick seconded the motion and it passed unanimously.

AGREEMENT WITH EDGEWATER LODGE AND RESOLUTION NO. 13-81

The Mayor noted that the City did not receive a copy of the new proposed lease with Bob Cox dba Edgewater Lodge until this date and it has not been reviewed by the City Council or the City Attorney.

Councilwoman Deshon moved that the lease with the Edgewater Lodge and Resolution No. 13-81, not be considered until Mr. Robinson, City Attorney, returns to his job. Councilman Lines seconded the motion and it passed unanimously.

Mr. Steve Herndon, Attorney for Bob Cox made a brief explanation of the changes made in this latest proposed lease as previously discussed at the special Council meeting on April 9, 1981. He pointed out that several additions have been made since then which include the following:

1. That the area east of the Edgewater shall remain available as a swimming beach to the public.
2. The term of the lease will be changed to tie in directly with railroad lease in the year 2011.
3. The rental clause shall read that the fee will be $250 per year until 1993 and thereafter be $1,000 per year, to be increased annually based on the cost of living index.
4. A paragraph has been added to include the grant funds received by the City in order not to violate the terms of any grants. Mr. Herndon has spoken with Jack Dalton of the Bureau of Outdoor Recreation, and sent him a copy of the lease.

Mr. Bruce Green commented that he also talked with Mr. Dalton, who said he would request an Attorney General's opinion regarding any possible violation of the provisions of the grants made to the City for improvements to the land.

Beach lease proposal to occupy City Council

4-17-81

By FRANK BOYETT
Staff Reporter

The Sandpoint City Council will consider Monday night a proposal to lease a portion of the City Beach to Edgewater Lodge owner Robert Cox, although city officials had not seen the proposed lease as of Friday morning.

Furthermore, because of medical problems, city attorney Phil Robinson will not be able to attend Monday's meeting to advise the council on specifics of the agreement.

However, Mayor Sally Cupan said the council has already decided on the "clearcut" provisions contained in the agreement, so there may be no need for the city attorney's presence Monday night. She added she does not know if the council will approve the agreement at the meeting.

"I assumed we'd have a draft in time to look at it before the council meeting," she said.

Cox's attorney, Steve Herndon, said Friday morning that he had drawn up "my draft" of the lease and was preparing to talk it over with Cox before delivering it to the city's attorney later Friday.

A number of questions have been raised about the proposed agreement. Cupan said she has received "a number of (telephone) calls" from concerned persons. She added that most of the callers appeared to be misinformed in that they thought the city would be "selling the whole beach."

"It reached the ridiculous," she said.

However, at least two persons have made detailed objections to the proposed agreement based on documentation they obtained at the Bonner County Courthouse.

Attorney Bruce Greene and Archie Yager, head of the Sandpoint Independent Highway District, said they fear the lease will violate a provision in the deed by which the city obtained the City Beach.

A portion of the 1922 deed from the Northern Pacific Railroad to the city states that the City Beach must be used for park purposes. Violation of the provision could cause the entire City Beach to revert to the railroad's ownership.

City Attorney Phil Robinson said the reversion clause in the deed has definitely been a consideration of the City council.

"Sure we're concerned as to whether or not" the lease would trigger the reversion clause, he said. However, he said the 30-year lease to Cox would not necessarily violate the deed. Nevertheless, he added, any improvements Cox made could violate the deed. For that reason, he said, the city insisted on controlling what type of improvements Cox could make on the land.

The proposed lease, under the terms already agreed on by Cox and the council, would give Cox control of the portion of the park directly in front of the motel. Any improvements on the land would revert to city ownership at the end of the lease period. Cox would also have an option to obtain the concession to operate the city docks if the present concessionnaire terminates his agreement with the city.

Cox and his attorney claim the motel already has rights to use of the land under a concession agreement granted to Cox's predecessors by the city in 1958.

However, that claim is disputed by both Greene and Yager. They claim there is not proper documentation showing that the 1958 agreement was transferred to Cox.

Herndon, however, said he has a copy of an agreement that transfers the right to use the land to Cox.

"Mr. Greene has not found all the paperwork there is to be found," he said.

Several council members have said they are anxious to approve the lease because they fear Cox will sue the city. Robinson said the jetty and part of the boat docks were built on land Cox had control over without his permission. Consequently, he said, Cox conceivably could bring suit. Last Thursday, the council went into a session closed to the public to discuss the proposed lease. The session was closed on the grounds there was a possibility the city could be sued.

Cox said, "I hope people don't stir this until it has to be resolved in a court of law."

Yager said he feels the City Council is being stampeded.

"He (Cox) hasn't got a lease, so he hasn't got a basis for a lawsuit," he said. "That's nothing but blackmail if they acquiesce to giving away public property through threat of a lawsuit. Anybody can sue. You can't keep a man from suing you. That's what you've got liability insurance for."

Both Greene and Yager said the rental to be charged Cox---proposed at $250 per year---is not sufficient. They also said Cox would suffer no harm if a lease was not signed.

"Mr. Cox has never been denied anything that he wanted to do down there," Yager said.

Cox said he "didn't think there'd be any controversy" over the proposed lease because it would not change substantially the present use of the land.

"If this gets to be a lot of controversy, I'll forget the whole thing," he said. "I personally thought we were doing the city a favor in clearing all this up."

Cox said the lease is simply part of a project to clean up his title to the motel property.

"It's just good business to have a clear understanding with people," he said.

He also said, "We're not going to do anything to get the city in trouble. Nothing will be done to cause a reversion. All the guarantees we can give city will be in there."

PAGE 2-SANDPOINT DAILY BEE-FRI., APR. 17, 1981

OPINION

James Kilpatrick

Social Security: Toward a stable financial solution

WASHINGTON -- A House subcommittee last week took a deep breath, mumbled a prayer for political survival, and made the first intelligent move in many years toward rescuing our Social Security system from the mess it is in. The subcommittee voted gradually to increase the age at which full retirement benefits are paid from 65 to 68.

It was not a final vote. Before a bill is sent along to the full Ways and Means Committee, a dozen different formulas may be run through the computers. Tentatively, at least, the subcommittee also is thinking of removing the earnings limitation for all retirees over the age of 68. Under present law the limitation applies to persons over 72.

In any event, the hopeful signal is that such influential congressmen as J.J. Pickle of Texas, the subcommittee chairman, are prepared to think the unthinkable: They are thinking of a major change in the system by which millions of Americans enter retirement.

soft euphemisms and plain sham that have characterized Social Security. The system is known formally as Old Age and Survivors Insurance, but the system never has constituted "insurance" as the term is generally used. The delicate word is that we make "contributions" to the program. These are not contributions, they are taxes. We are soothed by talk of "trust funds." There are no trust funds. Current benefits are paid from current taxes.

The realities are worse than the make-believe. The stunning tax increases voted in 1977 were supposed to make the system "solvent" or "actuarially sound," but those easy assurances already have proved hollow. When prospective benefits under present law are ranged against prospective revenues, we find an unfunded liability approaching $1 trillion. That is for benefits to be paid to persons already born.

The factors that produce this melancholy picture contain no mysteries.

and more costly period. A complicating factor is that many workers aren't waiting for 65 to retire. They're retiring at 62 or 63. Forty-five years ago, when Social Security began, half of all males over 65 were working. Now only one-fifth of all males over 65 are working, and their retirement periods have increased by one-third.

In a study just released by the National Federation of Independent Business, Dr. Michael J. Boskin states the case bluntly. A vast part of Social Security is plainly and simply a transfer of income from the young and productive to the old and no longer productive. The implicit understanding that has kept the system from political collapse is that today's workers, who are now supporting their parents and grandparents, eventually will ride on the backs of their own children and grandchildren, and so ad infinitum.

That prospect is bound to hold diminishing appeal for new generations. At present three workers support

At some point both employees an employers may rise in politica rebellion against an intolerable burden.

In some fashion, as Pickle's subcom mittee is acknowledging, that enor mous burden will have to be relieved. Dr. Boskin's chief proposal is to separate those benefits to which a retiree is entitled by reason of his own tax payments from those benefits that are financed out of current taxes. This would shift about two-thirds of the cost to the Treasury's general fund, but this would have the virtue of honesty. We would be treating welfare for what it is, to wit, welfare. He too recomments phasing in an extended retirement age, so that by 2000 or 2010, full benefits would not be paid until age 68.

Such an extension, by Dr. Boskin's estimate, would produce an extra $170 billion in taxes, but more to the point, it would save about $620 billion in benefits. If it's necessary ve a system that means so muc nany -- and it is necessary -- it s no

Letters to the editor

4-17-81

No lease needed

Last Thursday was the time scheduled by the Sandpoint City Council for discussion of the proposed lease of city land to the Edgewater Lodge.

The land to be leased, according to the written lease presented, started at and included the City Dock Road and the property to the south and east of the Burlington-Northern-200-foot right-of-way. It was stated at the meeting that the lease description was in error, that it included too much of the city land and that it would have to be redrawn.

Presumably the new lease will include "just the Dock Road and the lawn and beach in front of the motel."

From the way the beach is designed, landscaped, etc. most people assume that the lawn and beach in front of the Edgewater is private property, which it is not. The city acquired it by deed from the Northern Pacific Railroad at the same time it acquired the rest of the city beach land.

The council did not vote to sign the lease which had been presented. A new lease is being drafted which is to be presented for council consideration at the next regular meeting Monday. Obviously it will be difficult to receive public input on such a lease on such short notice. Even the city attorney has not yet received a proposed copy as of this time (Thursday morning).

The article in Monday's paper attributed a statement to the city attorney saying that state law allows the extension of a lease by resolution.

The statute is I.C.50-1409 "Leases -- The mayor and council may, by resolution, authorize the lease of any property not needed for city purposes upon such terms as may be just and equitable..."

To begin with, a resolution is **not** a lease, it may only **authorize** one to be prepared and executed.

More importantly, however, is the mandate that the property to be leased be **not needed for city purposes.** This "detail" has been completely overlooked by the city council.

In considering whether the land is "not needed" by the city the council must in good faith consider the following:

1.) The City's water intake and pump facility is located on the Dock Road. (In the previous proposed lease the city at least reserved the right of access to these facilities!)

2.) The Dock Road extension and some of the existing boat moorage facilities were built with public money from various grants. The express terms of such grants require that these facilities remain open to the public -- not leased out on however innocuous terms.

The lease previously proposed would be a violation of the terms of the grant, triggering various penalty provisions. I know because I checked with the department in Boise -- the city had neglected to even inquire. In fairness I should add that I subsequently so informed city officials and was assured that prior to signing any lease such approval will be obtained from the grant sources. Between now and Monday that might be difficult.

3.) Does the city not need all the beach property it currently owns? Planning and zoning estimates that the city alone will have some 11,000 to 13,000 people by the year 2000, only 19 years away. The current committee for wastewater planning -- of which I am a member -- is also going on the assumption that the population will be approximately 11,000.

If the city does at least double in size will it not need all the park and beach space it can get?

The other requirement of the law previously referred to was that the terms of a lease have to be "just and equitable." If the council decides that that land somehow isn't needed by the citizens, then any lease must still be "just and equitable." To whom? The people of the city or to the lessee?

Hopefully the council is representing the interests of the city; private individuals usually represent their own interests more than adequately. In best protecting the citizens interest the council must in good faith consider many things, among them:

1.) Proposed income (rental). Is $250 per year a reasonable income for that piece of lakefront land? Would any sane private businessman rent out that property at that rate for a 30 year term? Further down the road, for example, the city is leasing land from the railroad for its water plant. It's not nice beach frontage by any means and it costs the citizens $7,000+ per year.

Now there are two additional considerations flowing back to the city, i.e., the city doesn't have to mow and maintain that piece of lawn and it also has the use of the boat basin to the south which it subleases from Mr. Cox, who in turn leases from the railroad.

The city apparently is at least considering giving up this sublease, since it was stated that the Edgewater's lease would go up if the sublease is abandoned at some future date. What is the value of the land the city proposes to lease out and what is the value of what it would receive in return?

2.) What is the term of the lease? The proposed lease would be for 30 years. Is there any city use which could arise during this time which would interfere with such long-terms lease?

Is there even any need to enter a lease, much less one for 30 years? If, as they claim, there already is a signed lease which is good until 1993 then what's the rush now? And where is that lease anyway? The city doesn't have it, nor is it recorded anywhere.

3.) What is the proposed use for the leased property? At least one of the proposed uses is to put in a swimming pool. A public pool or one closed to motel guests only? No mention is made on this or other important considerations.

4.) What are the ownership rights of the proposed lessee in the adjoining land? No one at city hall had even bothered to obtain a copy of the purchase agreement by Mr. Cox of the motel!

This would seem to be a prime factor, especially if the city is under threat of suit for breach of agreement. The agreement is recorded and does shed some light on the situation. In reading it specific mention is made that the purchase is of the motel buildings and of a railroad lease. No mention is made of any lease from the city.

5.) What harm would come to the lessee motel if no lease agreement is signed? Could its guests still use the public beach? I don't see why not. Would it go out of business (and thereby decrease local employment) if it didn't get the requested lease? I hardly think so.

Mr. Cox has been an intelligent and shrewd businessman. He has done a fine job at the Edgewater and its' services are excellent. In fact he and his family are personable and an asset to the community.

However, his interests are his alone and not necessarily those of the other city residents. Just because he is an asset to the community does not mean that a 30-year lease of city beach and park land should be granted him.

P.S. I don't own adjoining land. I've merely rented and am leaving the spot May 1. My rental far **exceeded** $250 a year too.

Bruce Greene
Sandpoint

4-17-81

Duff is director of education with Narconon, a drug abuse treatment and prevention organization. He currently is under contract with Bonner County School District 82 to conduct drug education classes. He made his comments at the second of three drug awareness forums sponsored by Community Awareness, Inc.

Channeling individuals' time and interest into work, hobbies, interpersonal relationships and other "natural highs" is the only permanent solution to drug abuse, he said. He listed his work and marriage among the highs which have allowed him to stay "clean."

"I like working, which I didn't know that I liked because I never did it" while abusing drugs, Duff said.

Although Duff said he hopes enforcement efforts continue, locking up drug abusers won't solve the problem, he asserted.

"We can arrest people until we turn blue" and the problem will remain until abusers "alter the high" by replacing the temporary drug high with the more enduring satisfaction of personal goals, he said.

While some elements of society are trying to throw the brakes on the nation's drug intake, others are spending millions of dollars to keep it rolling, Duff said.

teachers or my parents," he said.

A drug is a drug, Duff said, and should be considered as such even if its use is widely accepted.

"Don't split alcohol from drugs, don't split legal drugs from illegal drugs, don't justify your own drug use" by distinguishing it from others' he said.

"If you come home and drink a beer, it's because you want to feel different," he said.

Regardless of their classification, all drugs act in three basic ways at varying dosages, Duff said. First they stimulate the body, then they depress it and eventually will cause death. Depressant drugs may have a stimulating effect at low dosages, while conventional stimulants, such as amphetamines or caffeine, will cause depression if consumed in great enough quantity, he said.

The depressant effect of drugs causes loss of memory in varying degrees, depending on the amount used. Loss of memory people experience during extreme intoxication from alcohol is an example of such memory loss. Since much of education is the transferring of stimuli from the environment into the memory, "Education cannot happen in the presence of drug use, I

terminated as of July 1.

A "Parenting workshop" is among programs planned before the cut-off. Community group representatives will be trained in coping with problems modern parents face and can pass on those

he said.

Harry Mitchell, officer with the County Sheriff's office, the audience of the office's efforts in drug abuse prevention.

BRIEFS

Vets advice available

Sandpoint Disabled American Veterans can get quick answers to their questions about veteran benefits Saturday when the DAV van stops at the Excell Food Store on Fifth Avenue.

Experts on veterans benefits will be available for consultation from 10 a.m. to 6 p.m. Saturday. The free service is available to any disabled veteran, not just DAV members.

Those planning to visit the representatives should bring their military discharge papers, VA claim numbers or Social Security numbers.

Lions play Easter bunny

The Easter Bunny and the Lions will be out Saturday morning to help Sandpoint area youngsters celebrate the annual holiday.

The Lions Easter egg hunt will begin at 10 a.m. at the Lakeview Park. Youngsters are reminded that the "early bird gets the eggs," and a prompt arrival at the park is strongly advised.

A total of 2,400 candy eggs will be hidden at War Memorial Field, near the Bonner County Historical Society Museum and elsewhere in the park. Children ages 1 to 12 are welcome.

Some gold-foiled eggs will be hidden and can be exchanged for 25 cents with the Lions Club.

The Lions Club of Bonners Ferry is also sponsoring an egg hunt at 1 p.m. Sunday at the fairgrounds for Boundary County youngsters. Children up to age 10 will hunt for 1,152 colored Easter eggs.

Abridged oath taken

BOISE (UPI) — House Speaker Ralph Olmstead said all state representatives formally swear to uphold the U.S. and state constitutions, but he and two others didn't give an oath this year to uphold state statutes.

The Twin Falls Republican said House members take a "constitutional oath" verbally, swearing to uphold the state and national constitutions.

But the oath representatives sign — and which is filed in the secretary of State's office as required by state law -- says the legislators swear to uphold the constitutions and the "laws" of the state.

Olmstead and Reps. Rusty Barlow, R-Pocatello, and Arthur Isaac, R-Mountain Home, signed oaths this year in which the reference to supporting the statutes of Idaho was removed.

Junior Miss program ...urday



...elly Kreisher

...ious year due to the ...ity of local groups, ...als and businesses, ...a Junior Miss ...oman. The total is

...oint's new Junior ...ll participate in the ...als in Moscow Nov.

INDEX

Calendar 10
Classified 7-9
Comics 6
Horoscope 6
Obituaries 10
Opinion 2
Sports 12-13
Tempo 3

4/17/81

Memo

From MAYOR SALLY L. CUPAN

Item # 12.

To File:

Re: Bob Cox agreement
(Lakeshore Enterprises)

Called Jim Poulson, Bureau of (334-2284.) Recreation.

He asked that we call Jack Dalton.

All portions that have State and federal money invested. Water ways money

State -- cannot charge

Fed -- City must retain State Land + Water tenure & ownership so public can use it; so cannot offer lease.

CITY OF SANDP
City Hall — 110 M
SANDPOINT, ID 83864
(208) 263-3158

They want to review any document with their legal Counsel -- channel through Jack Dalton.
1-667-1511

Telephone Conversation

Date _____ Time _____ Phone No. ( ) _____

Person Calling/Ca _____

Agency Repres _____

Conversation _____

_____

_____

_

Item # 1.

Beach lease 4/13/81

Council leases land at Edgewater

By FRANK BOYETT
Staff Reporter

The Sandpoint City Council Thursday night, after going into a closed session for about 30 minutes, agreed to lease the portion of the City Beach directly in front of the Edgewater Lodge to motel owner Robert Cox for $250 per year.

The council worked out details of the lease agreement in the closed session with Cox and his attorney, Steve Herndon. Idaho law allows governmental bodies to conduct closed sessions to discuss matters involving a "general public awareness of probable litigation."

The council has been negotiating a lease with Cox for the past year. City officials have expressed fears Cox would sue the city because the city built the jetty and city water system pump house near the motel in violation of prior agreements with Cox.

"He (Cox) has all the balls in his court at this time," council member Rod Thurlow said after a council meeting last month.

In addition to the rental of $250 per year, the city also will receive use of the boat basin at the City Beach. However, the council has considered releasing its claim to the boat basin back to Cox. Under the lease terms agreed on, Cox's rent would then rise to $1,200 per year plus a proportionate increase based on the rise in the U.S. Department of Labor's cost of living index from 1981 to the time the city gave the boat basin back to Cox.

At the end of the two-hour session, Mayor Sally Cupan told Gary Peitsch, chairman of the Bonner County Waterways Advisory Committee, that the two entities should get together and discuss whether the boat basin should remain in public control.

"This is mostly a young council and if communication was poor in the past," she said, it should be improved.

Earlier in the meeting, Pietsch had rebuked the city for allowing the boat basin to deteriorate.

"Over a period of the past half-dozen years there's been no maintenance down there," he said, adding the basin has become clogged with silt and the floating dock is in "deplorable condition.

'Over the past half-dozen years there's been no maintenance down there,' says Pietsch

"The planking has rotted so badly it really represents an extreme hazard to the public," he said.

He added the waterways committee is adamantly opposed to turning the basin back over to private control since between $25,000 and $30,000 of waterways money has been invested in improvements there.

"I'm pretty much taken aback by the city's stated position that they just want to give that up," he said.

In the past, leases between Cox and the city have been proposed but none was found acceptable by both parties.

Under the conditions agreed on at the meeting, Cox may not build any permanent structure on the land without the consent of the council and any improvement could not violate a provision in the city's deed to the beach property that requires the land to be used for park and recreation purposes.

Other conditions agreed on include:

---The city will retain rights to a walkway across the leased land.

---Any improvement built on the land will revert to city ownership at the end of the lease period, which is 2011.

---Cox may build a swimming pool on the land, but only with the permission of the council and the Burlington Northern Railroad. All of Cox's properties in the area of the City Beach are leased from the railroad. His lease from the railroad also expires in 2011.

---The city may continue to operate the municipal boat docks, but in case the present concessionaire, Keith Scheckler, terminates his agreement with the city, then Cox has an option to operate the boat docks.

The agreement also provides that Cox and the city will "jointly direct and control public access" to the leased land. However, that provision did not meet the approval of Bruce Green, who owns land near the City Beach.

"That's great for lawyers," Green said, while waiting for the council to come out of executive session. "What the hell is joint control?"

Green also claimed the city is rushing into an agreement that may not be necessary.

"I just can't see tying up property the city may very well want to use," he said. He added the city is under no obligation to sign a lease with Cox.

City officials, however, disagree. In fact, they consider the lease to be drawn up as simply an adjunct to an existing lease.

In 1958, the city first made a 10-year agreement giving Cox's predecessor control of the land in front of the Edgewater. In 1963, there was an attempt to renegotiate the lease to extend it to 30 years---or 1993. The council passed a resolution to that effect, saying that a new lease should be drawn up. However, a lease was never drawn up, or if it was, it was never recorded.

Consequently, Green claimed the lease expired in 1968---10 years after the original agreement was signed.

However, City Attorney Phil Robinson said even though the 1963 lease was never recorded, state law allows the extension of a lease by resolution. The 1963 resolution simply extended the 1958 agreement, he said, especially in light of the fact that both parties have generally been complying with terms of the 1958 agreement.

Meanwhile, Cox said he was pleased with the council's decision.

"It needed to be cleared up so everybody knows what everybody is doing," he said. He added if no new lease is drawn up, he would stand to gain and the city to lose.

His customers could continue to use the public beach in front of his motel, he said, "and I wouldn't even have to mow it anymore." Furthermore, he said, he would gain "exclusive use" of the boat basin.

4-13-81

Beach lease 4/13/81

Council leases land at Edgewater

By FRANK BOYETT
Staff Reporter

The Sandpoint City Council Thursday night, after going into a closed session for about 30 minutes, agreed to lease the portion of the City Beach directly in front of the Edgewater Lodge to motel owner Robert Cox for $250 per year.

The council worked out details of the lease agreement in the closed session with Cox and his attorney, Steve Herndon. Idaho law allows governmental bodies to conduct closed sessions to discuss matters involving a "general public awareness of probable litigation."

The council has been negotiating a lease with Cox for the past year. City officials have expressed fears Cox would sue the city because the city built the jetty and city water system pump house near the motel in violation of prior agreements with Cox.

"He (Cox) has all the balls in his court at this time," council member Rod Thurlow said after a council meeting last month.

In addition to the rental of $250 per year, the city also will receive use of the boat basin at the City Beach. However, the council has considered releasing its claim to the boat basin back to Cox. Under the lease terms agreed on, Cox's rent would then rise to $1,200 per year plus a proportionate increase based on the rise in the U.S. Department of Labor's cost of living index from 1981 to the time the city gave the boat basin back to Cox.

At the end of the two-hour session, Mayor Sally Cupan told Gary Peitsch, chairman of the Bonner County Waterways Advisory Committee, that the two entities should get together and discuss whether the boat basin should remain in public con-

"This is mostly a young council and if communication was poor in the past," she said, it should be improved.

Earlier in the meeting, Pietsch had rebuked the city for allowing the boat basin to deteriorate.

"Over a period of the past half-dozen years there's been no maintenance down there," he said, adding the basin has become clogged with silt and the floating dock is in "deplorable condition.

include:

---The city will retain rights to a walkway across the leased land.

---Any improvement built on the land will revert to city ownership at the end of the lease period, which is 2011.

---Cox may build a swimming pool on the land, but only with the permission of the council and the Burlington Northern Railroad. All of Cox's properties in the area of the City Beach are leased from the railroad. His lease from the railroad also ex-

'Over the past half-dozen years there's been no maintenance down there,' says Pietsch

"The planking has rotted so badly it really represents an extreme hazard to the public," he said.

He added the waterways committee is adamantly opposed to turning the basin back over to private control since between $25,000 and $30,000 of waterways money has been invested in improvements there.

"I'm pretty much taken aback by the city's stated position that they just want to give that up," he said.

In the past, leases between Cox and the city have been proposed but none was found acceptable by both parties.

Under the conditions agreed on at the meeting, Cox may not build any permanent structure on the land without the consent of the council and any improvement could not violate a provision in the city's deed to the beach property that requires the land to be used for park and recreation purposes.

pires in 2011.

---The city may continue to operate the municipal boat docks, but in case the present concessionaire, Keith Scheckler, terminates his agreement with the city, then Cox has an option to operate the boat docks.

The agreement also provides that Cox and the city will "jointly direct and control public access" to the leased land. However, that provision did not meet the approval of Bruce Green, who owns land near the City Beach.

"That's great for lawyers," Green said, while waiting for the council to come out of executive session. "What the hell is joint control?"

Green also claimed the city is rushing into an agreement that may not be necessary.

"I just can't see tying up property the city may very well want to use," he said. He added the city is under no obligation to sign a lease with Cox.

City officials, however, disagree. In fact, they consider the lease to be drawn up as simply an adjunct to an existing lease.

In 1958, the city first made a 10-year agreement giving Cox's predecessor control of the land in front of the Edgewater. In 1963, there was an attempt to renegotiate the lease to extend it to 30 years---or 1993. The council passed a resolution to that effect, saying that a new lease should be drawn up. However, a lease was never drawn up, or if it was, it was never recorded.

Consequently, Green claimed the lease expired in 1968---10 years after the original agreement was signed.

However, City Attorney Phil Robinson said even though the 1963 lease was never recorded, state law allows the extension of a lease by resolution. The 1963 resolution simply extended the 1958 agreement, he said, especially in light of the fact that both parties have generally been complying with terms of the 1958 agreement.

Meanwhile, Cox said he was pleased with the council's decision.

"It needed to be cleared up so everybody knows what everybody is doing," he said. He added if no new lease is drawn up, he would stand to gain and the city to lose.

His customers could continue to use the public beach in front of his motel, he said, "and I wouldn't even have to mow it anymore." Furthermore, he said, he would gain "exclusive use" of the boat basin.

4-13-81

...ikely to launch atomic war during the two hours the president was under anesthesia. The contingency never arose.

Nevertheless, the grim possibility served to focus attention on Mr. Bush and to think of him in terms of presidential command. The vice president is an able, attractive, thoroughly modest man with wide experience in government. He has yet to demonstrate that body of political principles and convictions with which Mr. Reagan has long been identified. The Reagan program demands, in a word, Mr. Reagan. No

If an assassin is truly determined to try for a president, only luck will prevent a mortal wound. We cannot seal a president in a White House vault. Presidents must make public and social appearances; presidents must travel; they must take risks as part of the job. All the Secret Service can do is sensibly to minimize the risks.

No system of data retrieval yet devised could have protected Mr. Reagan against his assailant 14 days ago. No gun control law ever drafted could have prevented John W. Hinckley Jr. from

spurt in Mr. Reagan's approval ratings. Class tells. He will lose some fights on particular budget items, but he will not lose the war. To survive danger, to walk tall, to laugh in the face of death -- this is the stuff of which legend is fashioned. For a considerable time the cartoonists will have to direct their malice somewhere else, probably toward Secretary of State Alexander Haig. We are not likely to hear much talk in the future of Mr. Reagan as nothing but an ex-actor. The role he played was for real, and he played it superbly.

COPYRIGHT 1981
UNIVERSAL PRESS SYNDICATE



questions

Mother? Is the other allergic to the phrase, "Just a Housewife?"

Of course.

I suspect more women feel judged than are actually being judged. After ...women I met here complained ...appointed Scotto's ...e.

Jack Anderson

Will Mafia backers hinder drug probe?

WASHINGTON--The House Select Committee on Narcotics Abuse and Control is supposed to investigate the connection between dope smuggling and organized crime. But there is some question whether the committee's new chairman, Rep. Leo Zefferetti, D-N.Y., is the right man to crack down on the Mob.

He probably owed his re-election last year in part to the efforts of the International Longshoremen's Association in his Brooklyn district. And the ILA's connection to organized crime has been termed "a national discrace" by Justice Department crime fighters.

The ILA local in Brooklyn was headed by the notorious Tony Scotto, recently convicted of racketeering and tax fraud in New York. The local contributed $3,341.77 to Zeferetti last year through its political action committee.

According to political sources in Brooklyn, Scotto's dock workers also turned out poll watchers and campaign workers for the 53-year-old congressman. Zeferetti barely survived the Reagan landslide last November, and the longshoremen were important to his re-election.

Scotto is identified in Justice Department documents as a "capo" in the Carlo Gambino crime family; he controlled the Brooklyn and Staten Island waterfronts. Even after his conviction, the ILA did nothing to punish him. The New York Waterfront Commission finally forced his removal, but in his

-- **William Boyle,** international vice president.

-- **Cleveland Turner,** president of Local 1418 in Miami and member of the ILA's executive board.

-- **James Vanderwyde,** coordinator of the union's Atlantic Coast District.

-- **Landon Williams,** an international vice president, executive board member and president of Local 1408 in Jacksonville, Fla.

-- Though not indicated in connection with racketeering, **Douglas Rago,** vice president of Miami Local 1922, has a long felony record and has been identified as a high-ranking member of the Genovese family. He answers to Anthony "Fat Tony" Salerno.

Congressman Zeferetti, of course, cannot be held responsible for the skulduggery of officials in a union whose rank-and-file live in his district and worked to elect him. And accepting money from a union with ties to organized crime doesn't forge a link between the congressman and the underworld. But it raises a serious question of his fitness to investigate Mafia matters.

Zeferetti insists there's no problem. He told my associates Vicki Warren and Lucette Lagnado that the ILA's support will in no way obstruct his "war on drugs." Zeferetti said: "I'll go after anyone trafficking in drugs, even if they contributed to my campagin."

WHITE HOUSE PIPELINE: Doing a "second take" for the cameras is no sweat for an old Hollywood pro. A group of congressmen visited President Reagan the other day to present this

continued Mob con-

4/10/81

Memo

MAYOR SA N

Item # 12.

To File:

Bruce Green came in to say he had called BOR, talked w/ Poulson, who said to lease any portion to Cox on which BOR funds were expended would violate the grant and ~~the~~ City would have to refund grant.

~~Walt~~

CITY OF S T
City Hall — 110 Main St.
SANDPOINT, ID 83864
(208) 263-3158

He still is not happy about amount of rental.

We should write RR about purchasing reversionary interest.

MINUTES OF
SPECIAL MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON APRIL 9, 1981

OPENING

Mayor Cupan called the special meeting of the Sandpoint City Council to order at 7:30 P.M.

ROLL CALL

The following Council members were present: Lines, Thurlow, Deshon and Cordes. Councilman Currie and Venishnick arrived at a later time.

PROPOSED COUNTY ORDINANCE FOR SOLID WASTE DISPOSAL

Councilwoman Deshon moved that the City contract with the County for disposal of the City's solid waste at the approved County land fill, and the fee to be based on the City's proportion of the total County population. Councilman Thurlow seconded the motion and it passed unanimously.

The Mayor instructed the Clerk to prepare a letter to the County Commissioners to notify them of the City's intent and will be contacting them after the new Finance Officer is here to discuss how the City proposes to make payment.

PROPOSED LEASE WITH EDGEWATER LODGE

At this time the public was given the opportunity to speak regarding the lease between the City of Sandpoint and the Edgewater Lodge. Mr. Gary Pietsch of the Water Ways Commission commented on the boat basin being utilized and stated that the Commission was dissatisfied with the way the City has developed and maintained it in the past. He also pointed out that there is a dock in such poor condition that it represents an extreme hazard to the public.

Mr. Steve Herndon, Attorney for Mr. Bob Cox, owner of the Edgewater Lodge, stated that he and Mr. Phil Robinson, Attorney for the City, have worked closely for the last six months to put together a proposed lease that is agreeable to all parties. He pointed out several problems and incongruencies and stated that if this matter is not resolved soon, it could possibly lead to litigation. He also wanted to make clear that the railroad has to approve whatever happens to this property in the future.

Mr. Bruce Green inquired about the specific purpose of this meeting. Is it to define what the actual existing agreement is or to enter into a new lease agreement? He questioned the status of any agreements now in effect.

The Mayor explained the purpose of this meeting and there now appears to be the possibility of litigation.

PROPOSED EXECUTIVE SESSION

Councilwoman Deshon moved that the Council go into an Executive Session as authorized by Idaho Code 67-2345(f), to consider and advise the City's legal counsel in regard to pending or probable litigation. Councilwoman Cordes seconded the motion and a roll call vote of the Council resulted as follows:

Councilman Currie	Abstain
Councilman Lines	Yes
Councilman Venishnick	Yes
Councilman Thurlow	Yes
Councilwoman Deshon	Yes
Councilwoman Cordes	Yes

By unanimous vote of the Council, the motion passed.

EXECUTIVE SESSION

Mayor Cupan recessed the special Council meeting for the purpose of holding an Executive Session. A formal objection was made by Frank Boyett, of the Daily Bee. The City Attorney advised that the Council was within legal authority to go into an Executive Session

During the Executive Session the Council discussed the City's prior licenses, concession agreements, and leases with Lakeshore Enterprises and its predecessors, and avoiding possible litigation.

Councilman Thrulow moved that the Council reconvene the special meeting. Councilman Lines seconded the motion and it passed unanimously.

Mayor Cupan reported to the public that the Council discussed the problems that could result from litigation and they have come to a concensus on the proposed terms of the lease.

Mr. Phil Robinson, City Attorney, read the following proposed amendments to the lease:

1. A lease be entered into with the Edgewater as lessee.
2. The term of that lease will extend to the year 2011.
3. There will be no construction or permanent structures or improvements made on the leased property without the prior mutual consent of the City and the lessee.
4. That if the City surrenders the boat basin to the Edgewater, the lease price will increase to $1200 per year plus the CPI computed from 1981 to date of surrender of the boat basin back to the Edgewater.
5. Any improvement or construction on the leased property must not violate restrictive provisions of the deed from Burlington Northern.
6. All improvements or construction would revert to the City free of any claim by lessee.
7. The City will retain the walkway from the edge of the curb to the north boundary of the leased property to provide for public crossing.
8. The legal description of leased property will be amended to show only that portion in front of the Edgewater Lodge.
9. That prior permission of the Council and the railroad has been given for construction of an uncovered swimming pool will be a part of this lease.

MINUTES OF
SPECIAL MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON APRIL 9, 1981

PROPOSED LEASE WITH EDGEWATER LODGE CONTINUED

Mr. Robinson asked that if these terms are acceptable to the Council and the Mayor, that a motion be made to accept the lease at this time. He and Mr. Herndon will then prepare a final draft to be submitted with a resolution at the next Council meeting.

Councilman Lines moved that the amendments to the proposed lease be approved and that the new lease be adopted by resolution at the Council meeting on April 20. Councilman Venishnick seconded the motion and it passed unanimously.

BOAT BASIN

Mayor Cupan informed Mr. Pietsch that the City would like to discuss the boat basin and needed improvements with the Water Ways Commission, so that a mutually satisfactory agreement can be reached.

Councilman Thurlow agreed to be the Council representative with the Water Ways Commission to coordinate the resolving of the boat basin problems and the needed improvements.

ADJOURNMENT

Mayor Cupan adjourned the special meeting of the Sandpoint City Council.

SALLY L. CUPAN, MAYOR

ATTEST:

FLORENCE M. CARTER, ACTING CLERK

By Bruce Green
april 9, 1981

Considerations

1) Does the city even want to lease the land to Edgewater ?.
a) how many more people will want to use the beach in the coming yrs? Current estimates say the city alone will just over double in size w/in 20yrs. This does not even include the increase in population in the surrounding part of the county.
b) There is no other beach property there or even comparable in the city or on the whole lake for that matter. Once leased out as proposed then for practical purposes the city no longer will have use & access there.
c) The tendered rent of $250/yr. is ridiculous and of insignificant use to the city. Would not that property be better left for the use and benefit of the citizens as a whole ?. It can readily be incorporated into the existing beach use w. minimal - if any - cost. Eventually the beach proper, this parcel and the dock road itself can all be utilized and managed together as a unit. With the centralized parking one could take their children to the kiddie pool, they could

walk to the boat ramps, they could swim on the beach, picnic on the lawns or go to the sailboat concession stand, fish, etc. The place can be used to the benefit of all concerned if some reasonable planning is adopted now. If the intervening lawn & beach is leased out to Edgewater, however, then access can be greatly disrupted for integrated use. That is, parking is already insufficient on the dock road and definitely will be inadequate w. the new dock additions. A sidewalk or bike path linking the areas would be dependent on Edgewater permission, which again could be quite uncertain. For example if it felt too many people crossed the lawn, used the beach, etc. it could simply (and legally) fence its leasehold from the public. Or, major construction would certainly be quite feasible on that part of the city land with a long term lease. Many events can be foreseen which would deny the citizens use of the property altogether and not just as a "bridging" piece of land.

2) Will the Edgewater be hurt if the land is not obtained by them?
A) No, their patrons would still also have free, unencumbered use of it.
B) Financially they would not have the lease pmt. burden & they would not have the maintenance expense. However, they would not have the free and unfettered use of city property which could be used for their private gain, but such is not their entitlement anyway.
C) The dining platform built last year could either remain as is until no longer useable or it could be purchased by the city and removed if deemed necessary.

Problems w. Tendered Lease

1) Lessee — an individual whose rts. expire on his death, or a corporation which theoretically is perpetual?

2) Description. As is covers the dock road & docks, includes the entire public beach clear down to the metal RR bridge overpass. & even extends out into lake to meander line.

3 Recitals :

mentions Spk.'s deed restrictions that beach be used for recreation purposes only under penalty & forfeiture. Is lease to motel & # realistically considered "recreational" or is there chance to lose that ground entirely ?.

claimed that "substantial investments" made to leasehold for improvements / maintenance. Only "improvement on property is the wood dining platform set out last year, not on any substantial foundation, covered, etc. Only other maintenance has been mowing lawns, gen. cleanup as necessary. Do the taxpayers owe a debt to them for their use & such valuable land ?

Claim that Edgewater has aided development & maintenance in surrounding area. No reason to deny that ~~the~~ their Pine motel & dining facility & perhaps contributes (as do other businesses) to civic projects. Admirable but no reason to give away public land.

Conclusion that "in best interests & public..." to enter lease. Unsupported by reasonable analysis of what's requested and what City to get in return. Generally stated, the city gives up the ~~plaza~~ dock road, and beach unless

and until the Edgewater loses the lease w. the RR. In exchange the city gets $250/yr and the <u>perpetual</u> right to use the <u>boat basin</u> which was built w. taxpayer money to begin with!

Lease p. 2

II Term. How long is current RR - Edgewater lease? As worded this lease could run <u>forever</u>, in effect permanently alienating land.

III Rental

= 250^{00} year?! What is the FM Value of that beach property? Would <u>any</u> prudent businessman lease such land (indefinitely) for such a nominal sum? City holds the land as a <u>public trust</u> for its citizens.

- Edgewater <u>admits</u> it has <u>no assignable rts.</u> to boat basin. City not guaranteed <u>anything</u> much less of value. Lease from RR terminable on 30 days notice anyway as on charter night of May.
- city doesn't even know if <u>wants</u> to continue use of boat basin. If not then how much $ to be charged Edgewater? Annual in-

crease in rent sounds OK. but if start from nominal seem then get nowhere fast.

IV. > at least city reserves rts. to new water system (A)

(B) Public access for recreational purposes. Rt. reserved to city so long as seasonable & consistent w. necessary security and safety...
Does not give public access, and only gives city rt. so long as "reas. necessary." Joint ~~access~~ rights to direct access means what?

(C) Moorage.
Again, joint control equals what? Compensation? & liability?

(D) Public Grant Funds. $ received was specifically and unequivocally contingent upon facility being owned and operated by and for the public. Leasing all the property to a motel can hardly be considered as other than an obvious breach by the city, triggering mandatory repayment of $ + penalty and interest. City can hardly afford such a "good deal."

V. Indemnification. Inadequately

worded.

VI Dock. Granting blank permission w/o even knowing what's anticipated.

VII Default. Need more definite language.

Considerations (if even want lease)

A Leaves Edgewater completely unfettered to build on beach property as sees fit and w. no compensation to citizens of Spt. Must be covered in any lease signed. What would happen in construction & foreclosure of lien re Land liable so as to preclude rts. of citizens.

B No provision as to assignment & lease rts. What if sells out to some less benevolent outfit who does want to shut out the public re

C No provision for insurance. Fine to State who may be liable but must have ins. to guarantee pmt. / indemnity.

M E M O

TO: COUNCIL MEMBERS

FROM: MAYOR CUPAN

RE: SPECIAL COUNCIL MEETING ON APRIL 9, 1981

DATE: APRIL 3, 1981

This is a reminder of the Special Council meeting scheduled for April 9, 1981, to discuss the Edgewater Lease. It will be at 7:30 P.M.

At the County Commissioners meeting held on April 3, 1981, on Landfill costs for Solid Waste Disposal, the Commissioners presented a proposed ordinance that they intend to pass in the near future. They must have an answer from the City on our decision of how we will pay our share of disposal costs. We are therefore, scheduling this matter for April 9, 1981, at 6:30 P.M.

There are copies of the proposed ordinance available at City Hall if you would like to look it over before the meeting next week.

ITEM _____ OLD BUSINESS

?

PROPOSED ~~LEASE~~ AMENDMENTS BETWEEN CITY AND LAKESHORE ENTERPRISES.

Agreement

1. First question to be answered is whether the Council intends to discontinue leasing the old boat basin area from Cox. If question cannot be readily resolved, it will go to next workshop.

2. If the Council does vote to relinquish the old boat basin, the the question arises on an increase in the ~~lease~~ concession payment from Lakeshore Enterprises. The Ways & Means Committee has recommended increasing the rent to $1,200 per year.

3. Question of amended ~~lease~~ Agreement. Do the provisions meet with the Council's approval? Has the City Attorney compared the leases and does the proposed lease represent compilation into one instrument of terms and conditions contained in the various, previous leases?

Another question: Shall term of Cox lease go to 1993 and then be renewed by City or shall it coincide with BN lease and run to 2011?

? Default Clause, weak?

Not Dated
4/81

X City could ask the permit from BN for old boat basin instead of w/ COX

X Rental raised

X We have a voidable lease and he would have waived objections to breaches by now.

Cancel lease + make it pub. park.

which is based on unemployment rates, amounts to $2.1 million, he said.

The public service CETA program was "designed to take up the slack in the unemployment line by putting people to work" in government and

of the Senate budget committee which will soon address the President's proposal, said Andrew Schirrmeister, press secretary for the senator.

Schirrmeister said Tuesday Symms believes it is "absolutely essential" that the President's

had a noticeable effect.

As a result of the freeze, vacancies hich occur in a CETA public ser ce position may not be filled an any positions which government had planned to fill with CETA workers at the time of the freeze may not be filled, said Ken Haessly,

set. As one per major Yaryan CETA w

3/17/81

More information sought on Boyer industrial plan

By FRANK BOYETT
Staff Reporter

In wending its way through a lengthy Monday night agenda, the Sandpoint City Council postponed a decision whether to allow a recycling plant to be built on North Boyer Avenue---a fate that about a half-dozen other items also met.

The recycling plant, to be built on city land presently leased by P&E Woodworking, would create automotive fuels from wood waste, according to Michael Burt, originator of the project. Burt was asking the city to allow the plant to be built under the land's present zoning, which is light industrial. The city Planning and Zoning Commission had already heard the proposal and recommended that the project be allowed.

However, the council postponed a decision after members said they felt they didn't have enough information about the process to decide whether it would fall under light industrial zoning or heavy industrial.

Several council members asked if the process would create odors, noise or water or air pollution.

"We have nothing that could be defined as an undue contaminant of the environment," Burt said. Nevertheless, the council asked for more information--such as, are any similar plants already in operation?

Burt said no, pointing out that the process has only recently become economically feasible. However, he noted that the plant proposed here is one of about 40 that are planned nationwide.

Burt also promised cooperation with the city in supplying any requested information about the process.

Decisions were also postponed on two ordinances that have been kicking around for the past several months. One ordinance, which would de-annex Dog Beach, was postponed to make sure the legal descriptions contained in it are correct. The other ordinance, which would create a short plat procedure for subdivisions of less than five parcels, was delayed to allow the city planner to add some new material to the ordinance.

The council also declined to act on a lease agreement between the city and the Edgewater Lodge that has been in negotiations for about the past year. The lease would simply streamline the present situation, according to comments made at the meeting. Currently, the Edgewater leases lake frontage in front of the lodge from the city. In return, the city leases the old boat basin from the firm. The main details to be worked out are the length of the lease term and the amount of money the Edgewater will pay the city.

The council also sent back to the Parks, Beach and Buildings Committee a request from the Friends of the Trees and the Bonner-Boundary Arts and Crafts Guild to lease Triangle Park for art fairs and farmers' markets.

The committee will be responsible for working out a rental fee and agreement. Apparently, about half of the audience of 40 were members of the two groups since about that number left the meeting after that item was discussed.

The council also postponed consideration of an agreement between the city and the accounting firm of Jackson, Messuri and Bates. The Caldwell firm has offered to complete the city audit and help city officials set up accepted accounting procedures. A preliminary audit done by the firm, released late last year, led to the removal from office of the former city clerk-administrator.

In other matters Monday night, the council:

---**Instructed the city planner** to proceed with a proposal for the city to acquire about 6,000 feet of lake frontage just north of the City Beach. The owners of the land, Ross Hall of Sandpoint and Wells McCurdy of Seattle, have offered to donate half of the land's value to the city. Federal and state grants, if the city can obtain them, will pay for the other half of the acquisition.

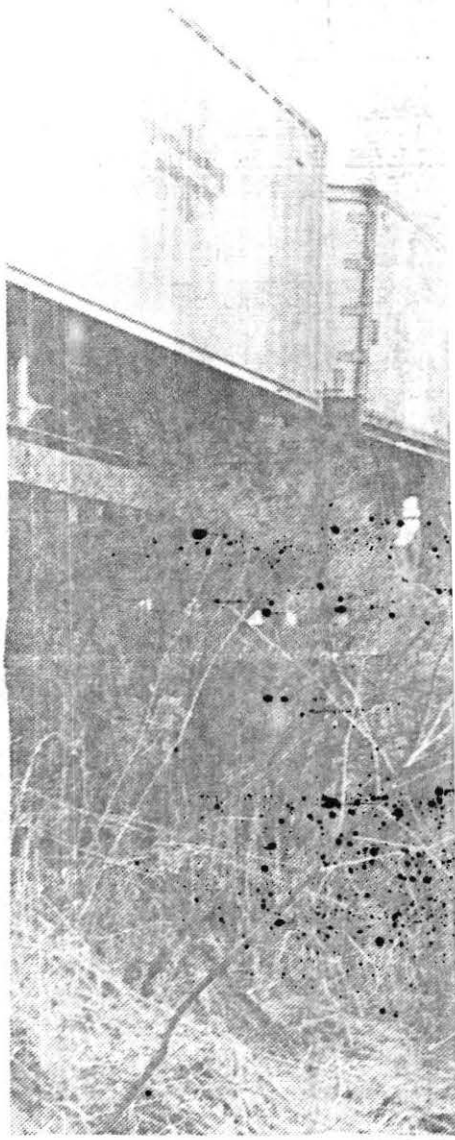
---**Waived water charges** for the summer months to Bonner County School District 82 for the irrigation of playing fields that will be used in the city outdoor recreation programs.

---**Approved a 3 percent** increase in garbage pickup rates.

Weather

SANDPOINT AND VICINITY--Fair today and Wednesday. Winds westerly 5-15 miles an hour. Chance of rain zero through Wednesday, high today 50, low tonight 26 and high Wednesday 55. Schweitzer snowpack: 33 inches at the lodge, 67 on top.

VOLUME XV,



Bee/Eddie Sue Judy

Conservation plan unveiled

PORTLAND, Ore. (UPI) — The acting chief of Bonneville Power Adminstration today announced a seven-point $400-million five-year program he said would acquire 300 average thermal resources."

He estimated cost of the energy acquired through the conservation program as two cents per kilowatt hour.

The program includes:

— A home energy efficien-

years.

— Incentives to design and build more efficient passive solar homes in six cities. He did not name the cities.

— A pilot program to offer

WRECK
near th
and se
Mont.,

McClure says

3-17-81

MINUTES OF

REGULAR MEETING OF THE SANDPOINT CITY COUNCIL

HELD ON MARCH 16, 1981

MINUTES OF THE PARKS, BEACH AND BUILDINGS COMMITTEE MEETING HELD ON MARCH 3, 1981

Mayor Cupan read several letters in support of the proposed Farmers Market in Triangle Park. Also Steve Bishop, of The Friends of the Trees, had a sign-up sheet with 150 signatures on it in favor of the Farmers Market.

Mayor Cupan referred this matter to the Parks Committee to discuss with the representatives of the Farmers Market and draw up a proposed lease using the sample on file.

Councilman Venishnick moved that the minutes of the Parks, Beach and Buildings Committee meeting held on March 3, 1981, be accepted and filed with the clerk. Councilman Currie seconded the motion and it passed unanimously.

MINUTES OF THE PUBLIC SAFETY COMMITTEE MEETING HELD ON MARCH 2, 1981

Discussion was held in regard to the application for a Detective License from Charles A. Curtis. It was noted by Mayor Cupan that a form for a license has been drawn up to be used from now on. Police Chief Wilcox noted that the three people currently holding licenses are not going to renew them so this will be the only one.

Councilman Lines moved that Charles A. Curtis DBA Northland Security, be approved for a Detective Agency License and a Detective License. Councilman Venishnick seconded the motion and it passed unanimously.

Councilman Currie moved that the minutes of the Public Safety Committee meeting held on March 2, 1981, be accepted and filed with the clerk. Councilman Venishnick seconded the motion and it passed unanimously.

BEER AND WINE LICENSE APPLICATION FROM BILL NANCE

Discussion was held in regard to the application from Bill Nance for a Beer and Wine License and the possibility of approving it upon condition that he not receive the actual license until all the necessary steps have been completed and he receives his state and county license.

Councilman Currie moved that, in this case only, Bill Nance's application for a Beer and Wine License be approved upon condition of approval of the State Liquor Department, Public Safety Commitee, and the recommendation of the Chief of Police. Councilman Venishnick seconded the motion and it passed unanimously.

MINUTES OF THE WAYS AND MEANS COMMITTEE MEETING HELD ON MARCH 10, 1981

Lengthly discussion was held in regard to the lease with the Edgewater Lodge. Mr. Steve Herndon, Attorney for Bob Cox, owner of the Edgewater Lodge, commented on the latest proposed changes and expressed a desire to have this matter resolved as soon as possible as it has been going on for some time. The main problems seem to be with the terminology in regard to the use of the land, the date of expiration of the lease, and the relinquishing of the old boat basin.

Mr. Cox, Phil Robinson, and Mr. Herndon expressed their desire to set a date as soon as possible with the Council to sit down, discuss the remaining problems and write up the final lease agreement.

MINUTES OF

REGULAR MEETING OF THE SANDPOINT CITY COUNCIL

HELD ON MARCH 16, 1981

MINUTES OF THE WAYS AND MEANS COMMITTEE MEETING HELD ON MARCH 10, 1981 CONTINUED

Councilman Currie moved that the Council accept the proposed lease concept with the questioned details to be worked out between the attorneys, with the question of the relinquishment of the old boat basin to be resolved at a later time. Councilman Venishnick seconded the motion. Councilman Currie requested a roll call vote and the results are as follows:

Councilman Currie	Yes
Councilman Lines	No
Councilman Venishnick	Yes
Councilman Thurlow	Absent
Councilwoman Deshon	No
Councilwoman Cordes	No

By majority vote of the Council present, the motion failed.

Councilman Lines moved that a workshop be scheduled as soon as possible. Councilwoman Cordes seconded the motion and by majority vote of the Council, the motion passed.

Mayor Cupan advised the Council that there is a file in the office available for them to read and review. The workshop will be set up and everyone notified.

Councilman Venishnick moved that the workshop scheduled for the preceding motion also be a special Council meeting in order to act on this matter. Councilwoman Cordes seconded the motion and it passed unanimously.

Councilman Venishnick moved to pass over the recommendation regarding the old boat basin in the minutes of the Ways and Means Committee meeting, held on March 10, 1981, and file the minutes with the clerk. Councilman Currie seconded the motion and it passed unanimously.

MINUTES OF THE FINANCE COMMITTEE MEETING HELD ON MARCH 10, 1981

Mrs. Anne Cordes, Chairman of the Finance Committee advised that she had examined the bills for February and found them to be correct and due.

Councilman Venishnick moved that the February bills be approved and paid. Councilman Currie seconded the motion and it passed unanimously.

Councilwoman Deshon moved that the Budgetary and Expense Report for the month of February be approved. Councilman Venishnick seconded the motion and it passed unanimously.

Councilwoman Deshon moved that the recommendation to investigate the trash barrel pick-up bill, find out how many barrels are missing, and decide how many to replace and where to locate them, be approved. Councilwoman Cordes seconded the motion and it passed unanimously.

Mayor Cupan noted that the recommendation regarding the trash collection at the City Pound had already been resolved.

3-13-81

Phil -

This is the new Edgewater Lease. Please review & Comment.

Mrs. C

3/16/81

1. Needs set term of lease
2. Needs amount of rent (lease) payment if surrender boat basin -
3. Lease payment increases if keep boat basin ?

V/R

PHL

We have progressed from a license + concession agreement to a lease.

LEASE

LESSOR: City of Sandpoint, Idaho
A Municipal Corporation
Hereinafter referred to as "City"

LESSEE: Robert A. Cox, d/b/a
The Edgewater Lodge

DEMISED PREMISES: That certain parcel lying East of the East Sideline of Burlington Northern Railway Lease # (N.P.) 92552 bounded on the North by the North edge of "City dock road", on the South by a line drawn east from the North and East corner of the (Northern Pacific) Burlington Northern Railway Company bridge No. 3, and on the East by the meander line of Lake Pend Oreille at elevation 2051 feet above mean sea level.

RECITALS

WHEREAS, the City owns the above described property in fee by reason of a deed from the Northern Pacific Railway Company, subject to use for recreation purposes, and

WHEREAS, Lessee operates a Motel, a lounge and a restaurant on certain real property adjacent to and West of the above described 'demised premises', and

WHEREAS, Lessee and his predessessors have invested substantial sums of money on maintenance and improvement on the 'demised premises' pursuant to an agreement with City dated September 10, 1958 together with several modifications, supplements, and an extension thereof, and

? what ?

specify?

WHEREAS, the City is now and for sometime has been engaged in the improvement of the general area in and around the 'demised premises' for recreational purposes, and

WHEREAS, Lessee and his predessessors have aided in the development and maintenance of the civic area located in and around the 'demised premises' in the past, and

WHEREAS, Lessee wishes to continue to aid in the future development and maintenance of the civic area located in and around the 'demised premises', and

WHEREAS, said future development and maintenance is for the best interests of the public and should be of benefit of all residents of the City, and

WHEREAS, City by Resolution passed August 18, 1980 has ordered that a lease intended to clearly set forth the status of the demised premises be prepared,

NOW THEREFORE, in consideration of the foregoing purposes and the following mutual covenants and agreements the parties agree as follows:

City had control of improvements proposed prior documents.

I. LEASE (?)

City hereby leases the above described parcel to Lessee, subject to the rights expressly left to City herein.

II. TERM

Amend (

This lease shall be for a term equal to Lessee's leasehold rights in adjoining properties presently represented by Burlington Northern Railway lease # (N.P.) 92552 and all subsequent extensions, supplements, amendments, renewals and novations thereof.

III. RENTAL

As rental Lessee shall pay $250.00 per year, plus as additional consideration, by way of exchange of properties, continue to permit the City to use, possess, that part of Burlington Northern Railway lease # (N.P.) 92552, now occupied by the City as a boat basin, plus an additional 50 foot strip running East and West for road purposes for ingress and egress to said boat basin, all for non-commercial boat basin purposes.

Cox has a "30 day" permit ? Permit runs for what period.

It is mutually understood that the City has no assignable rights to this boat basin; and that the City desires to engage in certain studies relative to the necessity of continuing its use of the boat basin. To this end it is mutually agreed that the City may at any time notify Lessee of its desire to return the boat basin to Lessee and in that event Lessee's total rental hereunder shall increase to $ ~~$200~~ + CPI per year. Said rental is to be increased annually by an amount equal to the percentage change in the overall Cost of Living Index published by the Bureau of Labor Statistics, Department of Labor.

What happens if Water Ways money went into it ?

IV. RESERVATIONS

A. CITY FILL AND WATER PUMPING SYSTEM

All depends on existence of a valid agreement

See Maurice + mark about this.

City hereby reserves the right to maintain, operate and access any part of its water system and fill presently located on the 'demised premises'.

B. PUBLIC ACCESS FOR RECREATIONAL PURPOSES

What does this mean -- be more specific.

City reserves the right so long as the same is reasonable and consistent with necessary security and public health and safety requirements to (?) jointly direct and control public access to the 'demised premises'.

Need to assure public access ?

C. EXISTING AND PLANNED MOORAGE FACILITIES

Must be for public use?

It is mutually understood that boat moorage facilities have been and are being built on the 'demised premises', the same operated by another party, all subject to Lessee's approval, which approval has in part already been obtained. City reserves the right to continue this concession under joint control and

Loose

Scheckler's lease + concess. agreement

approval of said concession's operations. Lessee shall have the option to operate or purchase this concession in the event the present concessionaire ceases to operate, maintain, care for or otherwise breach or terminate his agreement with the City. In the event of assignment Lessee shall have a right of first refusal evidenced by said concessionaires co-signature on this lease.

(?) Does Scheckler agree?

D. PUBLIC GRANT FUNDS

It is mutually understood that City has made improvements on the 'demised premises' with funds obtained from various governmental agencies. Lessee covenants to do all that is reasonably possible to be done to refrain from doing any act or permitting any act to be done which would violate any committment made to these agencies.

Tighten up.

V. INDEMNIFICATION

Lessee assumes all risk of loss, damage or destruction to facilities owned by Lessee on the 'demised premises'. Lessee further assumes all risk for and agrees to insure, indemnify and hold City harmless from any claim for injury or damage arising out of any activity carried on by Lessee or condition created by Lessee on the 'demised premises'. Lessor agrees to indemnify and hold Lessee harmless from any claim for injury or damage arising out of any activity carried on by Lessor or its assigns other than Lessee or any condition created by Lessor or its assigns other than Lessee on the "demised premises'.

Beef up

VI. EDGEWATER BOAT DOCK

Lessee presently maintains a boat dock on the 'demised premises' and contemplates future maintenance of the same which may require permission from the United States Army Corps of Engineers and City specifically hereby grants its approval of the same.

City needs to retain right to control

VII. DEFAULT

If Lessee shall default in any covenant or agreement herein assumed, and such default shall not be remedied within a reasonable time after written notice thereof, this lease shall terminate.

This is too loose.

LESSOR: CITY OF SANDPOINT

_____
Mayor, SALLY CUPAN

Approved:

_____
KEITH SCHECKLER

LESSEE:

_____
ROBERT A. COX

State of Idaho)
) ss.
County of Bonner)

On this ___ day of _____, 1981, before me, a Notary Public in and for said State, personally appeared SALLY CUPAN, known to me to be the Mayor of the City of Sandpoint that executed the said instrument and acknowledged to me that such City executed the same.

_____
NOTARY PUBLIC-State of Idaho
Residing at:_____

State of Idaho)
) ss.
County of Bonner)

On this ____ day of _____, 1981, before me, a Notary Public in and for said State, personally appeared ROBERT A. COX, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

_____
NOTARY PUBLIC-State of Idaho
Residing at:_____

Bruce Greene:

① Concerned about barring public
② Construction & foreclosure of lien?
③ Loss of public use w/ no adequate compensation
④ Assignment of Lease -- on what basis?
⑤ No provision for insurance + proof of

MINUTES OF

WAYS AND MEANS COMMITTEE MEETING

HELD ON MARCH 10, 1981

The regular meeting of the Ways and Means Committee was convened at 5:30 P.M. on March 10, 1981, by Joe Venishnick, Chairman. The following member was present: Anne Cordes.

The committee RECOMMENDS that if the Council votes to relinquish the old boat basin to Lakeshore Enterprises, the lease rate be increased to $1,200 per year, with the same termination date of 1993.

JOE VENISHNICK, CHAIRMAN

Mo
2
that recommendation etc
be (dis) approved.

Mot to pass 2 min.
2 Cu

TO Joe Venishnick

Ways & Means

FROM Jan

VERY IMPORTANT

SUBJECT LAKESHORE ENTERPRISE LEASE DATE 3 /10 /81

MESSAGE If the Council votes to relinquish the old boat basin and increase the rent, we MUST have a recommended figure, according to Phil Robinson. (to be considered at the next Council meeting)

Apr.

SIGNED Jan

REPLY 3-10-81

W+M Comm. recommends relinquishing the old basin to Edgewater. Suggest $1200 ~~$800~~ .00 / yr as new lease rate w/ same termination date (1993) JCW, Chrmn.

SIGNED DATE / /

SEND PARTS 1 AND 3 WITH CARBON INTACT - PART 3 WILL BE RETURNED WITH REPLY

Rediform® 4S 472

Poly Pak (50 sets) 4P472

Item # 12.

V. LAND LEASED FROM BURLINGTON NORTHERN FOR NEW FILTER PLANT

Mr. J.J. Gordon, property manager for the Burlington Northern has pointed out in his letter to the Mayor that a complete M.A.I. appraisal of the Filter Plant property must be made to accurately determine its value.

Mo Des 2 Con

RECOMMENDATION: That the Council immediately investigate the cost of hiring a qualified M.A.I. appraiser and if monies are available in this year's budget to cover the cost, then the City should proceed with this appraisal as soon as possible. If not available, the money for this purpose should be designated in next year's budget.

Edgewater

VI. CITY BEACH LEASE WITH EDGEWATER LODGE — See Lease

Before these lease problems can be resolved, the City needs to decide if it wants to retain its lease on the Old Boat Basin. The Water Ways Commission is opposed to the City relinquishing this lease.

RECOMMENDATION: Before the City makes such a decision the Council should hold a workshop to:

1. discuss what present and future (City lease expires in 12 years in 1993) value this area has for the City.
2. discuss what improvements would be required.
3. make a cost analysis of these improvements.
4. decide the source for payment of these costs.
5. discuss whether it would be of more value to the economic base of the City to let this area revert to the Edgewater Lodge for development with private funds.

VII. OWNERSHIP AND USE OF CITY SHOP LAND

In reference to a letter dated February 10, 1981 from the Sandpoint Independent Highway District, the City needs to research the history of the ownership of the City Shop Land. At the same time the City needs to research the desirability and cost of relocating the City Shop.

RECOMMENDATION: Council should hold a workshop when the information is available.

VIII. ROAD EASEMENT REQUEST FROM SYRINGA DEVELOPMENT

Jack Smith

A request has been received from Syringa Development for an easement across City property on Baldy Road in the vicinity of the City Rifle Range. Since this road would eventually become part of the County road system, the committee sought the advice of the County Engineer. The County would like to see a 60-foot width surveyed with a plan and profile of centerline, no broken back curves, maximum grade 6% and 200-foot minimum radius before an easement is granted.

RECOMMENDATION: That Syringa Development be required to submit a proper survey before the City can consider the request for an easement.

Mo. Lene 2d Carden.
Mot

Bert Lines, Chairman

3-4-81

MINUTES OF

SANDPOINT CITY COUNCIL WORKSHOP

HELD ON FEBRUARY 12, 1981

The meeting opened at 7:00 P.M. and the following people were present: Mayor Cupan, Joe Venishnick, Teresa Deshon, Bert Lines and Anne Cordes. Also present was Gary Pietsch, Chairman, Water Ways Commission.

Informal discussion was held with Mr. Pietsch regarding the proposed uses for the "old Boat basin" lying to the south of the area used by Lakeshore Enterprises as a trailer park, the money so far expended by the Water Ways Commission to improve the area, and future plans.

Mr. Pietsch pointed out that public funds have been used in the past to improve this and adjacent areas. The original concept was to provide transient moorage for overnighters and day moorage. A number of years ago there had been a contract with Sandpoint Marina to maintain and manage the area; however, he does not believe this ever came to fruition and the contract expired. The long floating dock, by the concrete pier, is virtually shot; and the Commission has no money to repair it. Fred Kennedy, a member of the Commission, believes it can be salvaged by replacing some of the logs and adding new decking. Mr. Pietsch believes an assessment should be made of what would be required to rejuvenate the dock and the cost involved. The dock does provide protection to the concrete pier, plus it can provide some additional needed moorage.

Mr. Pietsch feels there is validity in providing additional and convenient transient boat moorage, although the need has lessened some by the development of the Wind Bag. He and Mr. Dunn, Parks Director, have looked at the area and discussed agumenting the moorage with finger piers if financing can be found. If the area is developed, the problem of free-loaders must be addressed, because it was never the intention to provide free, uncontrolled boat moorage. We might look to installing parking meters for boats, as has been done in other areas, with the proceeds going into a dedicated fund for beach upkeep. Parking tickets could be sold for placement on the boat windshield; if the ticket expires, the boat owner would be given another parking ticket as is done with over-time parking of vehicles. Policing of the parking would have to be provided; perhaps it could be assigned to the meter monitor.

Mr Pietsch said he and the Water Ways Commission are opposed to relinquishing the City's lease on the old boat basin. He also believes the City and the Water Ways Commission should work together in planning for shoreline development, not only at the beach but along Sand Creek. There is a need to protect these areas and allow for appropriate development and uses. A definite plan for allowed usages in designated areas of the City Beach should be developed. These plans should also be incorporated into any proposed construction by the State Highway Department.

It was the general concensus that joint meetings with the Council and Water Ways Commission should be scheduled and work on formulating plans begun.

2-12-81

MINUTES OF
REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON JANUARY 19, 1981

ORDINANCE NO. 741- ESTABLISHING TERMS OF OFFICE FOR APPOINTED CITY OFFICIALS

Councilman Thurlow moved that proposed Ordinance No. 741 fail its second reading. Councilwoman Cordes seconded the motion and a roll call vote of the Council resulted as follows:

Councilman Currie	Absent
Councilman Lines	Yes
Councilman Venishnick	Yes
Councilman Thurlow	Yes
Councilwoman Deshon	Yes
Councilwoman Cordes	Yes

By 2/3 vote of the Council, the motion passed.

CONSIDERATION OF AMENDED LEASE WITH LOUISIANA PACIFIC ON BALD MOUNTAIN

Councilman Venishnick moved that the Louisiana Pacific Lease as presented be approved. Councilman Lines seconded the motion and a roll call vote of the Council resulted as follows:

Councilman Currie	Absent
Councilman Lines	Yes
Councilman Venishnick	Yes
Councilman Thurlow	Yes
Councilwoman Deshon	Yes
Councilwoman Cordes	Yes

By 2/3 vote of the Council, the motion passed as authorized by Resolution No. 39-80.

CONSIDERATION OF AMENDED LEASE WITH LIONS CLUB ON BALD MOUNTAIN

Councilman Venishnick moved that the Lions Club Lease on Bald Mountain be approved. Councilman Lines seconded the motion and a roll call vote of the Council resulted as follows:

Councilman Currie	Absent
Councilman Lines	Yes
Councilman Venishnick	Yes
Councilman Thurlow	Yes
Councilwoman Deshon	Yes
Councilwoman Cordes	Yes

By 2/3 vote of the Council, the motion passed. The City Attorney was asked to forward both leases to the respective lessees for approval.

WEST SIDE LOCATION STUDY

Joe Haynes, J-U-B Engineering, gave a progress report on the West Side Location Study. A preliminary report will be presented to the Council and there will be one more public hearing. A report will then be made to the State Transportation Board, who will then take final action.

LAKESHORE ENTERPRISES

Discussion was held regarding the Lakeshore leases with the City especially the amount of adjustment of the rental rate in the event the City does not retain the use of the old boat basin. The Council requested a workshop with the Waterway Committee, Lakeshore Enterprises, their attorney, and the City Attorney in the near future to discuss it.

Lakeshore Enterprises

ROBERT A. COX

401 South First Avenue
Phone: 263-2582, Home
263-7613, Business
Sandpoint, Idaho 83864

The attached map includes a general description of the portion of Edgewater lease #92552 from Burlington Northern subleased to the City of Sandpoint for a boat Marina.

The area includes portion excavated plus a 50 ft. access.

Bob Cox

SANDPOINT CITY PARK

MT STATES POWER CO

Sand Spur

100

100

S57-22

T.57

Bear

Bear

L1277-E

Boden

FENCE

2062.5

CITY BEACH

PARCEL 2

Lakeshore Ent.

ROAD

67444

60'

30'

60'

50'

50'

City of SPT

PARCEL 1

Lakeshore Enterprise

67444

INDICATES GENERAL AREA

968+858

NW+SW

Sand Creek

L1274-E

842+65

850+193

851+00

0 1500 -3E

0-1100 3E

2062.5

Indicate area of old boat basin City may consider relinquishing under Lakeshore Enterprise lease.

L1274-E

PUD

Creek

858+896

NW-SW

887+335

851+00

850+193

842+65

60'

20'

ROAD

PARCEL 2

PARCEL 1

67444

CITY BEACH

849+90

FENCE

2062.5

0 1500 -3E

0-1100 3E

SANDPOINT CITY PARK

Mt. States Power Co.

Road

L1277-E

Lot 2

Sand Spit

101

101

2245'

Road

Law Offices of
STEVEN L. HERNDON
Riverside Building, Suite 5
204 E. Superior – P.O. Box 1326
Sandpoint, Idaho 83864
Telephone: (208) 263-2108

December 16, 1980

Mr. Phillip Robinson
Bonner County Deputy Prosecutor
Bonner County Courthouse
Sandpoint, ID 83864

RE: City of Sandpoint - Cox Lease

Dear Phil:

Enclosed herewith is a map showing outlined in red basically the area that is intended to be covered by the Cox Lease. Because lease description has traditionally been tied to old boundary lines, I would recommend including reference to this map in the legal description and attaching a copy of the map to the lease itself as controlling the legal description. If I can be of any further help, please let me know.

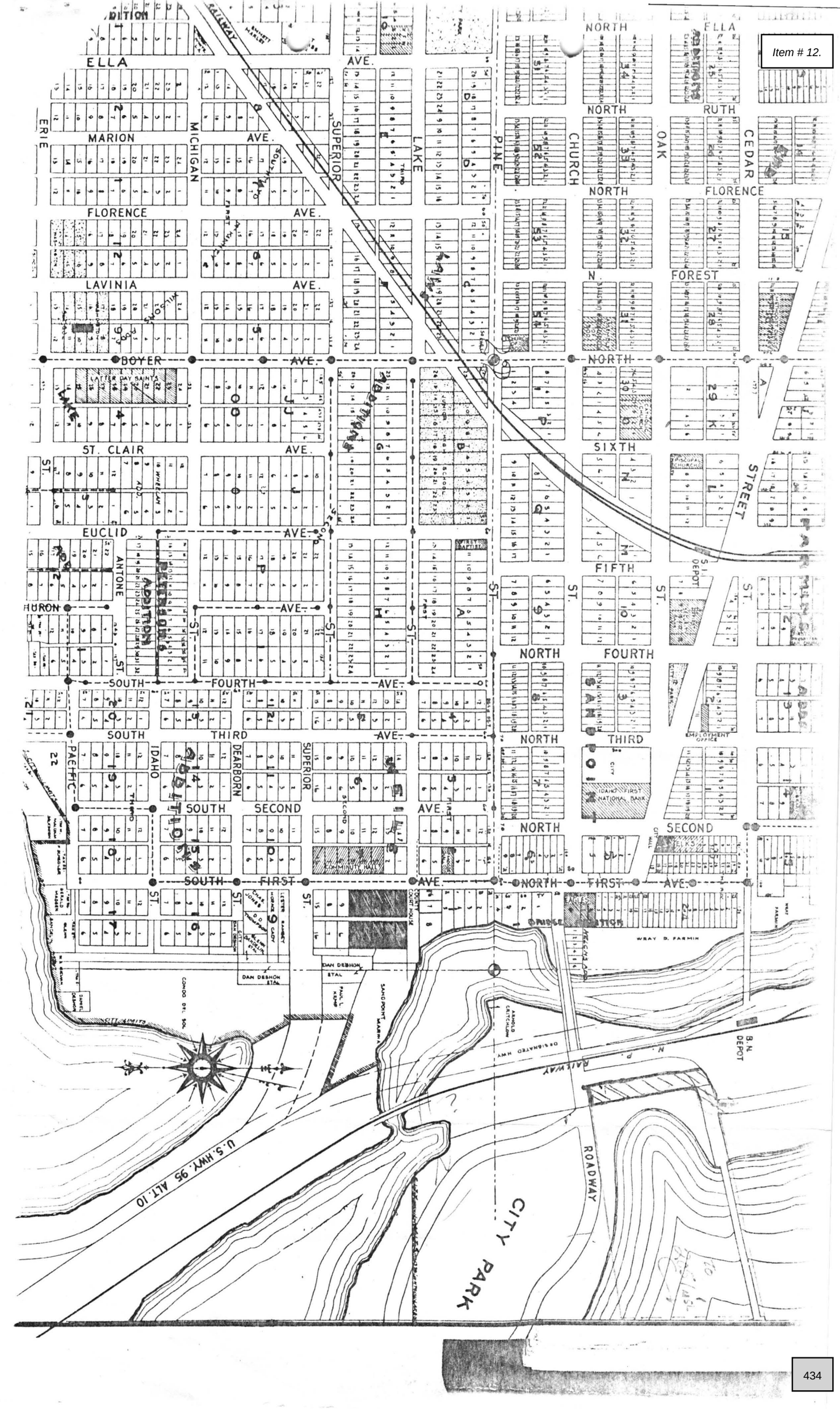
Sincerely,

Steven L. Herndon

STEVEN L. HERNDON

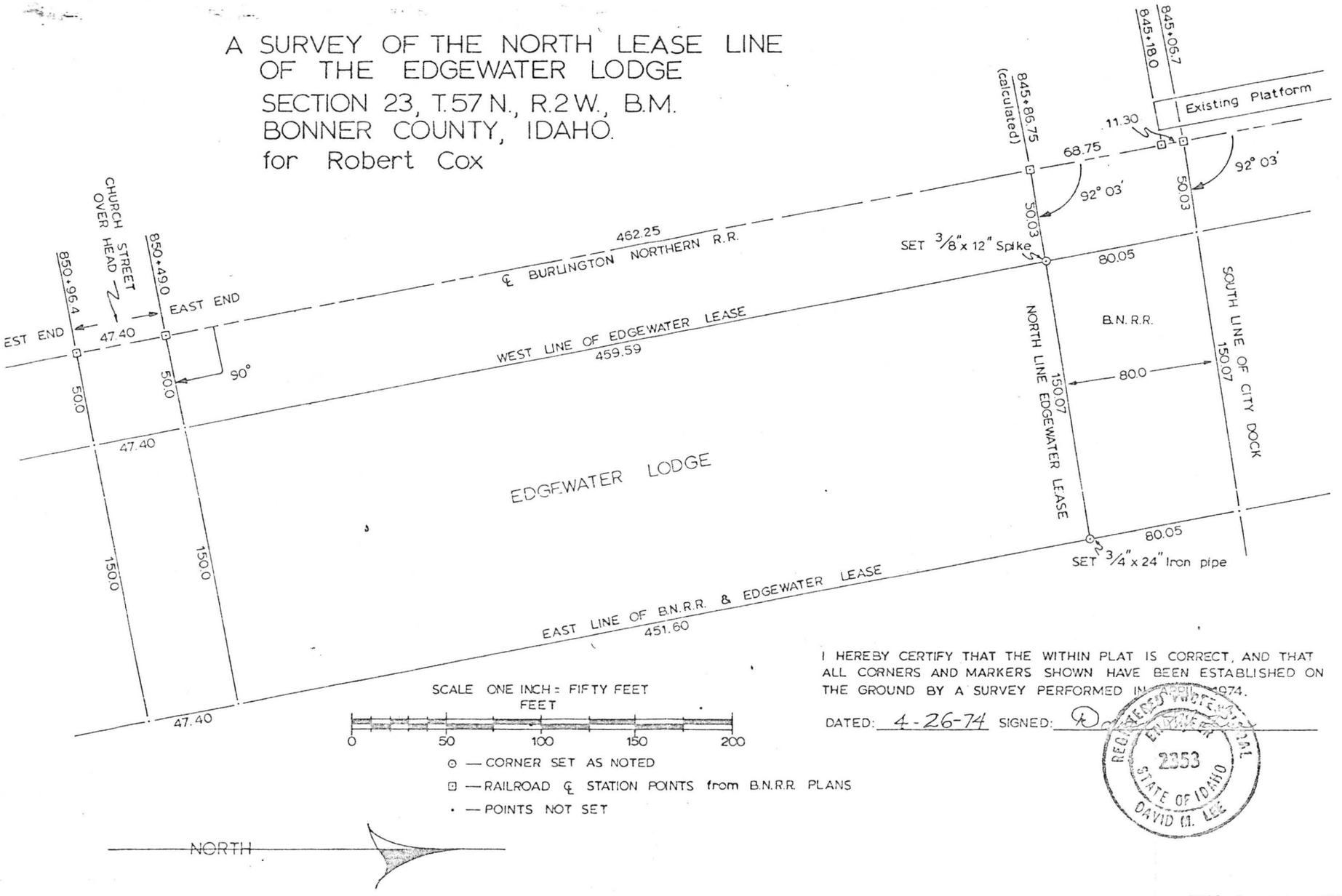
SLH/b

Encl.


ELLA
AVE.
MARION
FLORENCE
LAVINIA
BOYER
ST. CLAIR
EUCLID
HURON
SOUTH
FOURTH
THIRD
SECOND
FIRST
PACIFIC
IDAHO
DEARBORN
SUPERIOR
MICHIGAN
ERIE
LAKE
PINE
CHURCH
OAK
CEDAR
RUTH
FOREST
SIXTH
FIFTH
NORTH
ANTONE
PETTIBONE'S ADDITION
LATTER DAY SAINTS
CITY PARK
ROADWAY
U.S. HWY. 95 ALT. 10
N. P. RAILWAY
B.N. DEPOT
CITY HALL
IDAHO FIRST NATIONAL BANK
ELKS
EMPLOYMENT OFFICE
COUNTY COURT HOUSE
DAN DEBHON ETAL
SANDPOINT MARINA
CITY LIMITS

A SURVEY OF THE NORTH LEASE LINE OF THE EDGEWATER LODGE

SECTION 23, T.57 N., R.2 W., B.M.
BONNER COUNTY, IDAHO.
for Robert Cox



SCALE ONE INCH = FIFTY FEET

FEET

0 50 100 150 200

⊙ — CORNER SET AS NOTED

⊡ — RAILROAD ℄ STATION POINTS from B.N.R.R. PLANS

• — POINTS NOT SET

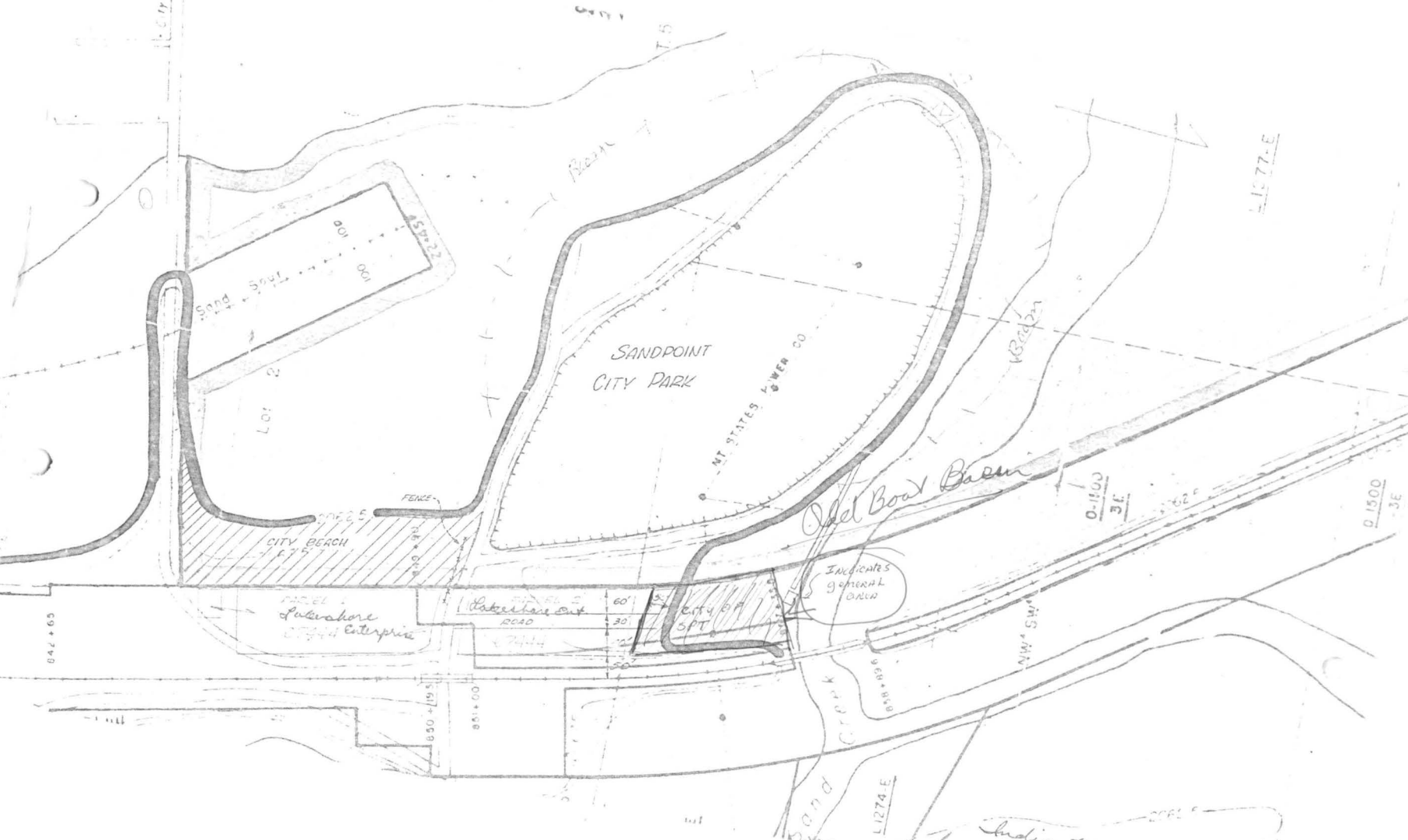
NORTH

I HEREBY CERTIFY THAT THE WITHIN PLAT IS CORRECT, AND THAT ALL CORNERS AND MARKERS SHOWN HAVE BEEN ESTABLISHED ON THE GROUND BY A SURVEY PERFORMED IN APRIL, 1974.

DATED: 4-26-74 SIGNED: [signature]

REGISTERED PROFESSIONAL ENGINEER
2353
STATE OF IDAHO
DAVID M. LEE

WKS Associates – 1974


SANDPOINT
CITY PARK
CITY BEACH
FENCE
Lakeshore
Enterprise
Lakeshore Ave
ROAD
60'
30'
20'
CITY OF SPT
INDICATES
GENERAL
ONLY
Old Boat Basin
MT. STATES POWER CO.
Sand Creek
NW 4 SW 4
LOT 2
Beach
Bulkhead
Sand + Gravel
100'
100'
22.4 AC
1277 FT
1274 FT
0-1100
3E
0-1500
3E
642+65
650+19
651+00
858+69

123.03.F

M E M O

TO: FILE

FROM: MAYOR CUPAN

RE: LAKESHORE ENTERPRISES
FILE NO. 123.03F

DATE: NOVEMBER 21, 1980

On November 17, 1980, at 6:00 P.M., the full Council met with Robert Cox and Steve Herndon. The City passed a Resolution on August 18, 1980, to consolidate the various Lakeshore Inc., leases with the City into one clear, concise instrument.

The Administration Committee had expressed concern about the term of the lease being tied to the term of the lease with Burlington Northern. The City's current lease with Cox goes to 1993; the Cox lease with Burlington Northern goes to 2011.

Philosophy behind having the two leases coincide was that without the Burlington Northern lease the Edgewater would cease to exist, so need for a lease from the City would die at any termination of the Burlington Northern lease. Also, as long as the Edgewater exists, they have to be concerned about what happens on the strip of land in front of the Edgewater.

This led to the second concern of the Administration Committee - the consideration paid for the lease. The Committee felt provision should be made to allow for an increase in lease payment at the end of 1993. Is $250 a month a reasonable sum for the leased property?

Cox felt something in the way of an escalation clause could be included, but they do not want placed in a position where some future Council could charge an outrageous rental in 1993.

Further, the $250 rental is tied to Cox giving the City use, free of charge, of the old boat basin. If the City relinquishes the old boat basin, the new agreement should provide for increase in rate. It was observed that the City has made little use of this property so far, so a question to be answered is, does the City want to retain the right to use the old boat basin? At one time the City had the area excavated but apparently no further activity has occurred. The Edgewater would be more than willing to resume control of the property.

Another question to be answered is how any changes will affect the area where the trailer park is located.

Cox also pointed out that they have assumed all maintenance of the area in front of the Edgewater; the public does have access and use it; they keep it free of litter and although they could, by terms of the lease, charge the City, they never have. They also have the option to install a swimming pool on the land.

11-21-80

MEMO CONTINUED

Another concern that Cox has is avoiding any further encroachments by the City. For one instance, Cox was told by the City when Eitzman was Mayor that the new City water line and pump house would not be more than 3 feet above the water level. The agreement was never kept and the City constructed the existing breakwater and pump house. (It lacks esthetics and obstructs the view.) What could be done about improving the appearance?

The City entered into the grant for docks and a lease with Sheckler which led to further encroachments. Therefore, they feel if Sheckler terminates, they must have first right to assume his lease.

They do not want to get into a lawsuit situation, but neither do they want to be subjected to further encroachments.

Discussion was also had in regard to the City installing and maintaining the road to the old boat basin as a loading and unloading area. We would need to decide on feasibility.

In summary Robinson and Herndon will confer and draft the following proposals:

1. Rental clause, taking into consideration adjustment of the rate in the event the City does not retain use of the old boat basin.

2. Causing Burlington Northern and the City leases with Edgewater to coincide with an escalation in 1993.

3. Any other provisions indicated by workshop discussions.

As soon as the draft is prepared, the Council will meet in another workshop with the attorneys.

The Council would also like copies of the map showing areas leased.

Sally L. Cupan, Mayor

SC:jj

cc: Phil Robinson

Sally

M E M O

TO: Council Members

FROM: Mayor Cupan

RE: Council Workshop

DATE: November 13, 1980

This memo is to remind you of the Council workshop scheduled for 6:00 P.M., Monday, November 17, 1980. The first item on the agenda is to meet with Mr. Bob Cox and Mr. Steve Herndon in reference to the lease with Lakeshore Enterprises, Inc. This proposed lease was previously provided to you.

The second item on the agenda is discussion of the recommended changes to the Employee's Policy. Please refer to the memo I sent you dated October 17, 1980.

Please be prepared for this workshop as the Council meeting will start promptly at 7:30 P.M.

cc: Phil Robinson, City Attorney
Richard Brower, City Administrator/Clerk

11-13-80

MINUTES OF
REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON OCTOBER 20, 1980

MINUTES OF PUBLIC SAFETY COMMITTEE MEETING HELD ON SEPTEMBER 29, 1980 (CONTINUED)

Councilwoman Deshon moved that Louise Tucker, Scandinavian Yarn and Embroidery Shop, 107 Church Street, be sent a letter that she will have to comply with the present sign ordinance. Councilman Lines seconded the motion and it passed unanimously.

Councilwoman Deshon moved that the minutes of the Public Safety Committee meeting held on September 29, 1980, be accepted as filed with the Clerk and that the recommendations be approved. Those recommendations are as follows: 1) Approval for Transamerica to install a 6 foot by 6 foot sign at 326 North First Avenue. 2) That a resolution be drawn up establishing a charge for each beer, wine and liquor license transfer. 3) That the State Highway Department be contacted in reference to providing a place for pedestrians to cross Highway 200 at Michigan and Boyer. Councilman Currie seconded the motion and it passed unanimously.

MINUTES OF PUBLIC WORKS COMMITTEE MEETING HELD ON OCTOBER 7, 1980

Councilman Venishnick moved that the Superintendent of Public Works be given permission to trade-in the 1970 Ford 4500 Autodig Backhoe on a new backhoe. Councilman Thurlow seconded the motion and it passed with the majority of the Council voting in the affirmative. Councilman Lines voted in opposition.

Councilman Venishnick moved that the minutes of the Public Works Committee meeting held on October 7, 1980, be accepted as filed with the Clerk. Councilman Thurlow seconded the motion and it passed unanimously.

MINUTES OF ADMINISTRATIVE COMMITTEE MEETING HELD ON OCTOBER 1, 1980

Richard Brower, City Clerk, was instructed to write a letter to Mrs. Grace Parsons, 710 Ruth Street, and inform her that her application for the S.C.R.U.B. program could be resubmitted to the Administrative Committee with the current information if she wants to reapply.

The Council will hold a workshop to discuss the lease with Lakeshore Enterprises for the property located in front of Edgewater Lodge.

Councilman Venishnick moved that the Council instruct the Police Department to document all hazardous corners and that the City follow-up immediately with letters to the property owners. After a set period of time, if the owner does not cooperate, the City should eliminate the hazard at the owner's expense. Councilwoman Deshon seconded the motion and it passed unanimously.

Councilman Venishnick moved that the minutes of the October 1, 1980, and the October 6, 1980, Administrative Committee meetings be accepted as filed with the Clerk. Councilwoman Deshon seconded the motion and it passed unanimously.

RESOLUTION NO. 34 - 80 RELOCATION OF SPOKANE INTERNATIONAL RAILROAD TRACKS

Resolution No. 34 - 80 Relocation of Spokane International Railroad Tracks was read at length in its entirety.

Councilman Venishnick moved that Resolution No. 34 - 80 be adopted as filed in the Resolution Book. Councilwoman Deshon seconded the motion. A roll call vote of the Council was taken. By majority vote of the Council, Resolution No. 34 - 80 was adopted. Councilman Lines and Councilman Thurlow voted in opposition.

ADMINISTRATIVE COMMITTEE MEETING

October 1, 1980

Those attending: Bert Lines, Chairman
Anne Cordes, member

I. REVIEW OF S.C.R.U.B. APPLICATIONS

A review was made of all applications that had been submitted since the Committee met in September with the following results:

Approved: 4

Rejected: 8

II. LEASE OF CITY LAND IN FRONT OF EDGEWATER LODGE

Committee requests a meeting with the City Attorney for background information.

ADMINISTRATIVE COMMITTEE SPECIAL MEETING

October 6, 1980

Those attending: Bert Lines, Chairman
Anne Cordes, member
Phil Robinson, city attorney
Ken Finney

I. BALDY GRAVEL PIT SITE ROAD IMPROVEMENT

Bill Moody requested, via Ken Finney, permission to improve the section of road that runs across the southeast corner of city-owned property at the Baldy Gravel Pit site. This road runs from Baldy Road past the rifle range to private property beyond.

Since Mr. Finney was not certain of the location or nature of the proposed work, the committee asked that Bill Moody stake out where he intends to do the work. Then Bert Lines will inspect and report back.

II. LEASE OF CITY LAND IN FRONT OF EDGEWATER LODGE

The Committee finds items II (Term) and III (Rental) unacceptable and recommends that the lease be returned to the City Attorney for reworking.

III. BLIND INTERSECTIONS

A recent Texas Supreme Court ruling increases the need for cities to eleiminate hazardous corners at intersections. The Committee recommends that the Council instruct the Police Department to document all hazardous corners and that the City follow up immediately with letters to the property owners. After a set period of time, if the owner does not cooperate, the city should eliminate the hazard at the owner's expense, as is already accomplished through the weed removal procedure.

***

Bert Lines Chairman

TO ADMINISTRATIVE COMMITTEE

FROM Mayor's Office

Item # 12.

109.40

SUBJECT Proposed Lease with The Edgewater Lodge DATE 9 / 9 / 80

MESSAGE

Please consider the attached proposed lease with The Edgewater Lodge at the next Administrative Committee meeting.

SIGNED Sally L. Cupan

REPLY

SIGNED DATE / /

Rediform® 4S 472
Poly Pak (50 sets) 4P472

SEND PARTS 1 AND 3 WITH CARBON INTACT - PART 3 WILL BE RETURNED WITH REPLY.

DETACH AND FILE FOR FOLLOW-UP

Item # 12.

LEASE

LESSOR: City of Sandpoint, Idaho
A Municipal Corporation
Hereinafter referred to as "City"

LESSEE: Robert A. Cox, d/b/a
The Edgewater Lodge

DEMISED PREMISES: That certain parcel lying East of the East Sideline of Burlington Northern Railway Lease # (N.P.) 92552 bounded on the North by the North edge of "City dock road", on the South by a line drawn east from the North and East corner of the (Northern Pacific) Burlington Northern Railway Company bridge No. 3, and on the East by the meander line of Lake Pend Oreille at elevation 2051 feet above mean sea level.

RECITALS

WHEREAS, the City owns the above described property in fee by reason of a deed from the Northern Pacific Railway Company, subject to use for recreation purposes, and

WHEREAS, Lessee operates a Motel, a lounge and a restaurant on certain real property adjacent to and West of the above described 'demised premises', and

WHEREAS, Lessee and his predessessors have invested substantial sums of money on maintenance and improvement on the 'demised premises' pursuant to an agreement with City dated September 10, 1958 together with several modifications, suppliments, and an extension thereof, and

WHEREAS, the City is now and for sometime has been engaged in the improvement of the general area in and around the 'demised premises' for recreational purposes, and

WHEREAS, Lessee and his predessessors have aided in the development and maintenance of the civic area located in and around the 'demised premises' in the past, and

WHEREAS, Lessee wishes to continue to aid in the future development and maintenance of the civic area located in and around the 'demised premises', and

WHEREAS, said future development and maintenance is for the best interests of the public and should be of benefit of all residents of the City, and

WHEREAS, City by Resolution passed August 18, 1980 has ordered that a lease intended to clearly set forth the status of the demised premises be prepared,

NOW THEREFORE, in consideration of the foregoing purposes and the following mutual covenants and agreements the parties agree as follows:

I. LEASE

City hereby leases the above described parcel to Lessee, subject to the rights expressly left to City herein.

II. TERM

This lease shall be for a term equal to Lessee's leasehold rights in adjoining properties presently represented by Burlington Northern Railway lease # (N.P.) 92552 and all subsequent extensions, suppliments, amendments, renewals and novations thereof.

III. RENTAL

As rental Lessee shall pay $250.00 per year, plus as additional consideration, by way of exchange of properties, continue to permit the City to use, possess, and sublease that part of Burlington Northern Railway lease # (N.P.) 92552, now occupied by the City as a boat basin, plus an additional 50 foot strip running East and West for road purposes for ingress and egress to said boat basin, all for non-commercial boat basin purposes.

IV. RESERVATIONS

A. CITY FILL AND WATER PUMPING SYSTEM

City hereby reserves the right to maintain, operate and access any part of its water system and fill presently located on the 'demised premises'.

B. PUBLIC ACCESS FOR RECREATIONAL PURPOSES

City reserves the right so long as the same is reasonable and consistent with necessary security and public health and safety requirements to jointly direct and control public access to the 'demised premises'.

C. EXISTING AND PLANNED MOORAGE FACILITIES

It is mutually understood that boat moorage facilities have been and are being built on the 'demised premises' the same operated by another party, all subject to Lessee's approval, which approval has in part already been obtained. City reserves the right to continue this concession under joint control and approval of said concession's operations. Lessee shall have the option to operate or purchase this concession in the event the present concessionaire ceases to operate, maintain, care for or otherwise breach or terminate his agreement with the City. In the event of assignment Lessee shall have a right of first refusal evidenced by said concessionaire's co-signature on this lease.

D. PUBLIC GRANT FUNDS

It is mutually understood that City has made improvements on the 'demised premises' with funds obtained from various governmental agencies. Lessee covenants to do all that is reasonably possible to be done to refrain from doing any act or permitting any act to be done which would violate any committment made to these agencies.

V. INDEMNIFICATION

Lessee assumes all risk of loss, damage or destruction to facilities owned by Lessee on the 'demised premises'. Lessee further assumes all risk for and agrees to insure, indemnify and hold City harmless from any claim for injury or damage arising out of any activity carried on by Lessee or condition created by Lessee on the 'demised premises'. Lessor

agrees to indemnify and hold Lessee harmless from any claim for injury or damage arising out of any activity carried on by Lessor or its assigns other than Lessee or any condition created by Lessor or its assigns other than Lessee on the "demised premises'.

VI. EDGEWATER BOAT DOCK

Lessee presently maintains a boat dock on the 'demised premises' and contemplates future maintenance of the same which may require permission from the United States Army Corps of Engineers and City specifically hereby grants its approval of the same.

VII. DEFAULT

If Lessee shall default in any covenant or agreement herein assumed, and such default shall not be remedied within a reasonable time after written notice thereof, this lease shall terminate.

LESSOR: CITY OF SANDPOINT

_____
SALLY CUPAN, MAYOR

Approved:

_____
Keith Scheckler

LESSEE:

_____
ROBERT A. COX

STATE OF IDAHO)
) ss.
County of Bonner)

On this ____ day of _____, 1980, before me personally appeared SALLY CUPAN, known to me to be the Mayor of the City of Sandpoint that executed the said instrument, and acknowledged to me that such City executed the same.

_____
NOTARY PUBLIC-State of Idaho
Residing at:_____

STATE OF IDAHO)
) ss.
County of Bonner)

On this ____ day of _____, 1980, before me, a Notary Public in and for said State, personally appeared ROBERT A. COX, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

_____
NOTARY PUBLIC-State of Idaho
Residing at:_____

NO.: 28 - 80

DATE: August 18, 1980

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDPOINT AS FOLLOWS:

That on the 10th day of September, 1958, the CITY entered into an agreement with LAKESHORE ENTERPRISES, INC., concerning the development and maintenance of certain property belonging to the City of Sandpoint described as follows, to-wit:

> That certain parcel described in previous agreements as follows--The properties east of the present Lakeshore Tourist Park between the City dock road and the extension of the City Beach road east, being a line drawn east from the North and East corner of the Northern Pacific Railway Company bridge No. 3, to the mean high water line of Lake Pend Oreille.

That as a consideration for said agreement LAKESHORE ENTERPRISES, INC., leased and demised to the City of Sandpoint that portion of the South end of a lease owned by LAKESHORE ENTERPRISES, INC., from the Northern Pacific Railway Company, now occupied by the City of Sandpoint as a boat basin, plus an additional 50 foot strip running East and West for road purposes for ingress and egress to said boat basin.

That said LAKESHORE ENTERPRISES, INC., and its present successor in interest, Robert A. Cox, d/b/a The Edgewater Lodge, has engaged in an extensive building program and plans additional development in the future, all of which has and would further enhance the City's waterfront recreation, aid in the advancement of tourist trade and civic amenities

and benefit the monetary business economy in the City of Sandpoint.

That the passage of time and incomplete documentation has created a great deal of ambiguity concerning the correct interpretation of the AGREEMENT and the modifications, extensions and assignments thereof.

NOW THEREFORE, BE IT RESOLVED that the City Attorney draft a lease intended to codify and clearly set forth the status of the demised premises. Which lease shall clearly reserve unto CITY the rights as follows:

I

To locate the fill for the new City water system as it is already built;

II

Operate and maintain the water pumping station;

III

Provide proper public access to said fill for recreation purposes;

IV

Provide for proper public access from the City Beach, fill and waterward to the existing and planned moorage facilities;

V

Provide for and protect the CITY concerning agreements already entered into with respect to the operation and/or maintenance of said moorage facilities;

VI

Provide for and protect the CITY concerning committments and responsibilities to the public contained in the governmental grants used to construct the fill; and

VII

Provide for and protect the CITY and its' committments to the previous owner of the property to use it for recreational purposes.

DATED this 3rd day of SEPT, 1980.

Sally L. Cupan
SALLY CUPAN, Mayor

ATTEST: R H Brower
City Clerk

STATE OF IDAHO)
) ss.
County of Bonner)
~~City of Sandpoint~~)

I, RICHARD BROWER, City Clerk of the City of Sandpoint, Idaho, do hereby certify that the foregoing RESOLUTION was passed and adopted by the Sandpoint City Council at a regular meeting held on 18 AUG 1980, and appears of record in the Minutes of said meeting, Volume 20, Page 249, Clerk's Book of Minutes.

IN WITNESS WHEREOF, I set my hand and the Corporate Seal of the City of Sandpoint this 3rd day of SEPT, 1980.

R H Brower
RICHARD BROWER
Sandpoint City Clerk

RESOLUTION NO. 28 - 80

COUNCIL MEMBERS	YES	NO	ABSENT	ABSTAIN
(1) Currie			X	
(2) Lines - Second	X			
(3) Venishnick	X			
(4) Thurlow	X			
(5) Deshon	X			
(6) Cordes - Motion	X			

MINUTES OF

REGULAR MEETING OF THE SANDPOINT CITY COUNCIL

HELD ON AUGUST 18, 1980

TES OF
UNITY HALL
ITTEE
TING HELD
UGUST 7, 1980

Councilman Thurlow moved that the minutes of the August 7, 1980, Community Hall Committee meeting be accepted and the recommendations approved. The recommendations contained in those minutes are as follows:

1) That the rates charged for use of the Hall by commercial companies be changed to $100/per day for all of or any part of one day. Equipment and materials may not be left in the Hall overnight unless the user wishes to pay for an extra day. "Commercial" shall not be interpreted to include local civic groups selling items for profit (i.e.: church group fund raisers, fund-raising dinners, family rummage sales, local arts and crafts sales).

2) That the Fire Department check on the fire extinguisher in the Hall and that signs be placed to show where the fire extinguishers are located.

Councilwoman Deshon seconded the motion and it passed unanimously.

TES OF THE
IC WORKS
ITTEE
TING HELD ON
IST 5, 1980

Discussion was held on the minutes of the Public Works Committee meeting held on August 5, 1980.

Councilwoman Cordes moved that the recommendation to cost share in the placing of a 6" water line on Erie Street extended from Olive Avenue to Division Avenue be denied. Councilman Lines seconded the motion and it passed unanimously.

Councilman Venishnick moved for approval of the recommendation of the expenditure of $3,300 from the Sewer Treatment Plant Uncommitted funds for the purchase of a new lawnmower. Councilman Thurlow seconded the motion and it passed unanimously.

UTES OF THE
NCE COMMITTEE
TING HELD ON
IST 11, 1980

Councilman Thurlow moved that the minutes of the August 11, 1980, Finance Committee meeting be accepted and the recommendations approved. The recommendations contained in those minutes include the following:

1) Approval to pay monthly bills from the additional bills from Coeur d'Alene Tractor and Phil Robinson, City Attorney.

2) Approval of financial report for July.

3) Approval of recommendation that a charge of 10% of the lot owner's weed-cutting bill be added to the bill plus the cost of the certified-return receipt postage is also added to each weed-cutting bill.

4) Approval of recommendation that Richard Brower, Administrator/ Clerk, be sent to the 12th annual City Clerks and Finance Officers Workshop to be held at the Shore Lodge in McCall, Idaho, on September 15 to 17, 1980.

Councilman Venishnick seconded the motion and it passed unanimously.

OLUTION NO.
- 80
PTION OF
LDING PERMIT
SCHEDULE AS
EDULE FOR
FORM SIGN

Resolution No. 27 - 80 Adoption of Building Permit Fee Schedule as Schedule for Uniform Sign Code was read at length in its entirety.

Councilman Venishnick moved that Resolution No. 27 - 80 be adopted as filed in the Resolution Book. Councilwoman Cordes seconded the motion and a roll call vote of the Council was taken. By unanimous vote of the Council, Resolution No. 27 - 80 was adopted.

RAGS

Mayor Cupan instructed the City Clerk to check with Sam Wentz, Enforcement Officer, on the status of the "Rare Rags" sign.

OLUTION NO.
- 80 DIRECTING
IFICATION OF
IOUS LEASES
H LAKESHORE
ERPRISES, INC.
O A SINGLE
MENT

Moved by Councilwoman Cordes, seconded by Councilman Lines, that the rules requiring a proposed Resolution be read be waived and that proposed Resolution No. 28 - 80 be considered read, passed and adopted. Councilman Lines seconded the motion and a roll call vote of the Council was taken. By unanimous vote of the Council, Resolution No. 28 - 80 Directing Codification of Various Leases with Lakeshore Enterprises, Inc. into a Single Document was adopted.

MINUTES OF

SPECIAL MEETING OF THE SANDPOINT CITY COUNCIL

HELD ON JUNE 12, 1979

PENING

Mayor Cecil Holt called the special meeting of the Sandpoint City Council to order at 5:10 P.M.

OLL CALL

The following Council members were present: Councilwoman Hook, Councilwoman Deshon, Councilman Lines, and Councilman Venishnick.

EVIEW OF UILDING ERMIT FOR ENE LOUVIERS

As required by Ordinance No. 430, the application for a building permit to Gene Louviers, representing Orlin Donhowe, for a proposed office building located at 126 North Third Avenue was brought before the Council.

Councilman Venishnick moved that the building permit be issued. Councilwoman Deshon seconded the motion and it passed with the majority of the Council voting in the affirmative. Councilwoman Hook abstained.

EVIEW OF UILDING PERMIT R SCOTT YERS

As required by Ordinance No. 430, the application for a building permit to Scott Wyers for a restaurant located on Frontage Road South of the Auto Haus.

Councilwoman Hook moved that the building permit be issued. Councilman Lines seconded the motion and it passed unanimously.

EQUEST BY END D' REILLE ARTS OUNCIL

Councilwoman Deshon moved that the Council grant the Pend O'Oreille Arts Council permission to sell food at their Arts and Craft Fair to be held on August 11th and 12th at the City Beach with stipulations that are stated in their request letter dated June 8, 1979. Councilman Venishnick seconded the motion and it passed unanimously. A Memorandum Agreement will be drawn up.

NNOUNCEMENT F BREAKFAST R HAROLD FF

On Tuesday, June 19, 1979, at 6:30 A.M. a no-host breakfast will be held for Harold Huff.

ORK SESSION

A work session has been scheduled for Tuesday, June 19, 1979, for the Council to meet with Hugh Hedges, J-U-B Engineers to go over the water study.

IRING OF 4 ETA EMPLOYEES

Mayor Holt announced that he has authorized the hiring of 4 CETA employees.

EQUEST BY AN LEWIS Y REFERENCE SEAPLANE CITY BEACH

Mr. Alan Lewis addressed the Council on the problems arising from the landing of his seaplane in front of the Edgewater.

This matter was referred to the Parks, Beach and Buildings Committee.

RANTING VOLLEY- L ASSOCIATION ERMISSION TO ART EXCAVATING

Councilwoman Hook moved that the Volleyball Association be allowed to go ahead with their excavation under the supervision of Jack Leckner, Supt. of Public Works. Councilman Venishnick seconded the motion and it passed unanimously.

XECUTIVE ESSION

Councilman Venishnick moved that the Council go into Executive Session for the purpose of evaluating Wade Brown, Fire Chief. Councilman Lines seconded the motion and it passed unanimously.

ECONVENING OF OUNCIL MEETING

Mayor Holt called the special meeting of the Sandpoint City Council back to order.

DJOURNMENT

Mayor Cecil Holt adjourned the special meeting of the Sanpdoint City Council to order at 7:00 P.M.

Cecil E Holt

CECIL E. HOLT, MAYOR

TTEST:

R H Brower

CHARD T. BROWER, CITY CLERK

* * *

file - leases -

Law Offices of
STEVEN L. HERNDON
Riverside Building, Suite 5
204 E. Superior – P.O. Box 1326
Sandpoint, Idaho 83864
Telephone: (208) 263-2108

May 18, 1979

Richard T. Brower
City Clerk
Sandpoint City Hall
Sandpoint, Idaho 83864

RE: Lease of Lakeshore Enterprises, Inc., an Idaho Corporation

Gentlemen:

In reviewing our files we find that $2,500.00 is now due to the City pursuant to the terms of the Extension Agreement of the above-referenced lease.

My understanding is that the City has been unable to find its copy of the Extension Agreement. Therefore, I have included herewith a copy of the same for your records along with a check on my trust account for $2,500.00. (Calculated as follows)

14 years at $250.00 per year =	$3,500.00
Less payment made 6/28/77	-1,000.00
Leaving a balance of:	$2,500.00

If you have any questions, please feel free to contact me.

Sincerely,

STEVEN L. HERNDON

SLH:bd

Encl.

212

STEVEN L. HERNDON
TRUST ACCOUNT
P. O. BOX 1326 263-2108
SANDPOINT, IDAHO 83864

92-325
1231

May 18 1979

PAY TO THE ORDER OF City of Sandpoint $2,500.00

Two Thousand Five Hundred and no/100 DOLLARS

SANDPOINT OFFICE
BANK of IDAHO
SANDPOINT, IDAHO

Barbara Drake

⑆123103251⑆ 014691⑈

DELUXE CHECK PRINTERS 88

EDGEWATER LODGE
CITY BEACH · P. O. BOX 128 · SANDPOINT, IDAHO 83864 · (208) 263-3194

May 17, 1979

Sandpoint City Council
Parks & Recreation Committee
City Hall
Sandpoint, Idaho 83864

Dear Committee Members;

Regarding the property under lease to the Edgewater Lodge at the Sandpoint Public Beach.

Having received a request from the Multi Hull Sailing Association to obtain our permission to dock and store boats on the beach area, some of which may come under our control. It is our intent to cooperate with the city and the community, as we have in the past, and it is our wish to make all of the desirable beach area available to swimmers.

A limited number of boats may not be harmful, but someone will need to determine how many and to who this privilage should be extended, and also if a fee should be charged.

Sincerely yours,

Robert A. Cox

RAC:rg

MINUTES OF

REGULAR MEETING OF THE SANDPOINT CITY COUNCIL

HELD ON JULY 10, 1978

RECOMMENDATION TO WATERWAYS COMMISSION X

Councilman Venishnick moved that a recommendation be sent to the Waterways Commission to create a "no wake" area in the vicinity of the bay in the front of the Edgewater Lodge. Councilman Johnson seconded the motion and it passed unanimously.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:30 P.M.

Harold Huff

MAYOR

ATTEST:

David L Eastan

CITY CLERK

* * *

7-10-78

MINUTES OF

REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON JULY 11, 1977

ING

Mayor Eitzman called the meeting to order at 7:35 P.M.

CALL

All members of the City Council were present.

ATION

Councilman Huff gave the invocation.

E OF
IANCE

The Pledge of Allegiance was led by Councilman Ward.

WLEDGMENT
FT

Mayor Eitzman acknowledged a gift to the City of Sandpoint of $1000.00 from Mr. Bob Cox, Edgewater Motel, to be used in any manner which the Mayor and City Council may determine. The Mayor expressed the gratitude of the City on behalf of the citizens.

NITION
RITORIOUS
CE

Mayor Eitzman, upon the recommendation of Chief of Police Sterling and the unanimous concurrence of the City Council, presented an award to Assistant Chief of Police Robert A. Geenen for meritorious service and activities beyond the call of duty in attempts to rescue a victim of drowning at the City Beach on June 14, 1977.

S FOR
NT

Councilman Ward moved that the June claims, previously approved by the Finance Committee be authorized for payment. The motion was seconded by Councilman Huff and approved unanimously by the Council.

L
TS

Councilman Ward moved that the reports as submitted by the City Clerk and the City Treasurer be approved. The motion was seconded by Councilman Huff and affirmed unanimously by the Council.

C HEARING-
PAULSEN

Councilman Ward moved that the City Clerk be instructed to call for Public Hearings for the Planning & Zoning Commission on July 26 and the City Council on August 8 to consider the granting of a Conditional Use Permit to James Paulsen for operation of a professional office in his home at 110 South Third Avenue. The motion was seconded by Councilman Huff and approved unanimously by the Council.

C HEARING-
TATE TITLE

Councilman Ward moved that the City Clerk be instructed to call for Public Hearings for the Planning & Zoning Commission on July 26 and the City Council on August 8 to consider the granting of a Conditional Use Permit to Gem State Title for operation of a business at the corner of Fourth Avenue and Church Street. The motion was seconded by Councilman Huff and passed unanimously by the Council.

HOOK-UP
R HILDRETH

Councilman Ward moved that the request by Chester Hildreth for a 3/4" water hook-up on Filter Plant Road be granted. The motion was seconded by Councilman Huff and approved unanimously by the Council.

PERMIT-
ASSOCIATION

Councilman Ward moved that the request by the Rodeo Association to have a parade on September 10, 1977, be granted. The motion was seconded by Councilman Huff and approved unanimously by the Council.

TED TO
Y BOARD -
M AUSTIN

Mayor Eitzman recommended that Mr. Jim Austin be appointed to the Library Board. Councilman Venishnick moved that the recommendation be approved. The motion was seconded by Councilman Benoit and affirmed unanimously by the Council.

S

Councilman Holt requested that the minutes of June 13, 1977 as presented be amended to show the following correction:

"STUDY OF COMMITTEE STRUCTURE - Councilman Holt moved that the Mayor be invited to meet with the Administrative Committee to sudy the possible re-structuring of the Council Committees. The motion was seconded by Councilman Ward. ~~All members of the Council supported the motion with the exception of Councilman Huff who voted in opposition.~~ All members of the Council supposrted the motion with the exception of Councilman Huff and Councilman Benoit who voted in opposition.

Councilwoman Hook requested that the minutes of June 13, 1977, as presented, be amended to show the following correction:

M I N U T E S

of the
SPECIAL MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON MAY 3, 1976

Mayor Brown called the meeting to order at 8:00 P. M.

All Members of the City Council were present.

Councilman Vallieres moved that the "Loop" at the City Beach remain closed and that the Parks, Beach & Building Committee make recommendations for development utilizing input from all groups and citizens and these recommendations, when approved, to be implemented as funds are available. The motion was seconded by Councilman Eitzman and a roll call vote was as follows:

Councilman Benoit	Yes
Councilman Eitzman	Yes
Councilwoman Hook	No
Councilman Holt	Yes
Councilman Klatt	Yes
Councilman Vallieres	Yes

A majority having voted in the affirmative, the motion passed.

Councilman Klatt moved that the City Clerk be instructed to advertise for a Publis Hearing at 8:00 P. M., May 19, 1976, in the City Hall at which time a proposal to sub-lease an area adjacent to Edgewater Motel to Mr. Keith Sheckler for the purpose of constructing and operating sail boat dock facilities will be considered. Councilman Holt seconded the motion and it was passed unanimously.

The meeting adjourned at 9:30 P. M.

MAYOR

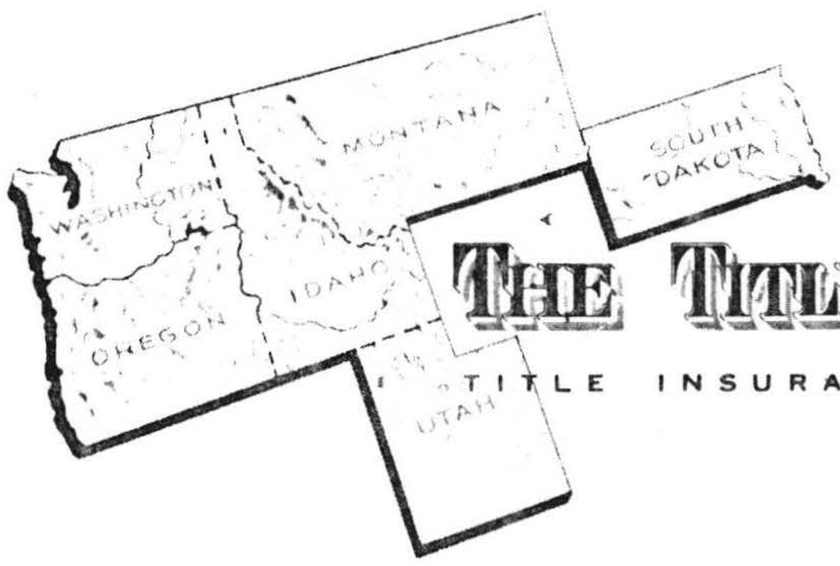
CITY CLERK

* * *

5-3-76.

Policy of Title Insurance

Issued By



THE TITLE INSURANCE COMPANY

TITLE INSURANCE BUILDING • BOISE, IDAHO

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, THE TITLE INSURANCE COMPANY, a corporation (incorporated under the laws of the State of Idaho), herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or,
4. Unmarketability of such title;

and in addition, if a mortgage is referred to in Schedule A as the insured mortgage, by reason of:

5. The invalidity or unenforceability of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity or unenforceability, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
   a. usury, or
   b. any consumer credit protection or truth in lending law;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of the insured mortgage, except any such lien arising from an improvement on the land contracted for and commenced subsequent to Date of Policy not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance; or
8. Any assessments for street improvements under construction or completed at Date of Policy which now have gained or hereafter may gain priority over the insured mortgage.
9. The invalidity of unenforceability of any assignment, shown in Schedule A, of the insured mortgage or the failure of said assignment to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

IN WITNESS WHEREOF, THE TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

This policy not valid unless countersigned by
Bonner Land Title Co.
By G. Wesley Peris V. Lee Budell
BONNER LAND TITLE CO.

By
V. Lee Budell

THE TITLE INSURANCE COMPANY

By *George Russell* President

Attest *J. M. Epeneter* Secretary

I have examined the title to the within described real property. In my opinion I find good and sufficient upon which to issue Title Insurance.

VLB
Examiner

Policy No. 44-18847
Amount of Policy $ 1,500.00
Rate No. or Reissue $ No.
Prior Issue with No.
Contracted $ 35.00
Co. $ 7.00 m.

9-13-71

Copyright 1970 American Land Title Association
ALTA Single Form Policy-1970 with
ALTA Endorsement-Form 1 coverage

FORM 300

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any Law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.

3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimants; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy. The provisions of this sub-paragraph (e) shall not apply if this policy is issued to the owner of the indebtedness secured by the insured mortgage.

4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

Copyright 1970 American Land Title Association
ALTA Single Form Policy-1970 with
ALTA Endorsement-Form 1 coverage

Policy No. 44-18847

Order No. 24165

SCHEDULE A (Owners-Purchasers-Lessee)

Date of Policy: **September 13, 1971 at 5:00 P. M.** Amount of Insurance: $**1,500.00**

1. Name of Insured: **CITY OF SANDPOINT**

2. The estate or interest in the land described herein and which is covered by this policy is

FEE SIMPLE ESTATE

3. The estate or interest referred to herein is at Date of Policy vested in:

CITY OF SANDPOINT, A Municipal Corporation

4. The land referred to in this policy is described as follows:

IN THE COUNTY OF BONNER, STATE OF IDAHO

All those parts of Lots 2, 3, 4, and the $NW\frac{1}{4}SW\frac{1}{4}$ of Section 23, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, lying South of the Southerly line of the City Dock and approach thereto, and Easterly of a line drawn parallel with and distant 200 feet Easterly measured at right angles from the center line of the main track of the Northern Pacific Railway as the same is now constructed and operated; excepting, however, a right of way 200 feet wide, being 100 feet wide on each side of the center line of the sand spur tract of the grantor as now constructed in Lot 2 aforesaid.

Copyright 1970 American Land Title Association
ALTA Single Form Policy-1970 with
ALTA Endorsement-Form 1 coverage
FORM 302

SCHEDULE B (Standard)

This policy does not insure against loss or damage by reason of the following:

1. Rights or claims of persons in possession or claiming to be in possession, easements, liens or encumbrances including material or labor liens, which are not shown by the public records; reservations in patents or state grants; or in acts authorizing the issuance thereof; mineral rights, water rights, claims or title to minerals or water.

2. Questions of location, boundary and areas; overlaps and encroachments by improvements belonging to these or adjoining premises; all dependent upon actual survey for determination.

3. Assessments which are not shown as existing liens by the public records; taxes not yet payable; pending proceedings for vacating, opening or changing streets or highways preceding entry of the final ordinance or order therefor.

4. Taxes - Not assessed.

5. Special assessments - Not assessed.

6. Any claims arising from the difference in the mean high water line of Pend Oreille Lake and the meander line as shown by Government Survey.

7. Reservations set forth in Deed dated June 27, 1922, executed by the Northern Pacific Railway Company to the City of Sandpoint, a municipal corporation, filed August 2, 1922 and recorded in Book 38 of Deeds, Page 257, as follows, to-wit:

a. Permit No. 35193 dated September 1, 1919, to the City of Sandpoint to construct and maintain a water pipe.
b. Permit No. 22715 dated February 7, 1910 to the City of Sandpoint to open and maintain a public road.
c. Permit No. 35306 dated October 1, 1919, to the Mountain States Power Company and the Interstate Utilities Company to construct and maintain an electric power line on the land.
d. Premises are not to be extended into Pend Oreille Lake by filling without the written consent of the Northern Pacific Railway Company.
e. Premises are to revert to the Northern Pacific Railway Company should they ever cease to be used as a park. (Copy enclosed)

8. Easement granted to the United States of America, granting the right to overflow, flood and submerge so much of said land lying above 2062.5 feet above mean sea level, U. S. C. & G. Survey Datum, with water of Lake Pend Oreille, the Pend Oreille River and their tributaries, recorded January 5, 1953 in Book 84 of Deeds, Page 312, records of Bonner County, Idaho. (Tract L-1277E)

-continued-

Copyright 1970 American Land Title Association
ALTA Single Form Policy-1970 with
ALTA Endorsement-Form 1 coverage
FORM 304

POLICY INSTRUCTIONS

9. Consent to Easement dated June 16, 1953, granted by Northern Pacific Railway Company; filed July 27, 1953 under Document No. 46506 in Book 20 of Miscellaneous, Page 249, records of Bonner County, Idaho. (Tract L-1277E)

10. Easement of the Mountain States Power Co. (now Pacific Power & Light Company), as evidenced by Subordination Agreement dated October 22, 1953; filed October 30, 1953 under Document No. 47387 in Book 20 of Miscellaneous, Page 397, records of Bonner County, Idaho.

End of Schedule B.

EXCEPTIONS

1. Taxes

2. City Specials

3. G. I. Run.

4. Exception No. 4 of report
5
6
7
8
9
10

AMENDMENT TO AGREEMENT

WHEREAS, LAKESHORE ENTERPRISES, INC., an Idaho corporation, and THE CITY OF SANDPOINT, IDAHO, entered into a certain agreement dated September 10th, 1956, whereby Lakeshore Enterprises, Inc., together with other considerations, was given a license and concession to maintain and operate certain property belonging to The City of Sandpoint, which property is described as follows, to-wit:-

> That certain property lying East of the present Lakeshore Tourist Park between the City Dock Road and the extension of the City Beach Road East, being a line drawn East from the North and East corner of the Northern Pacific Railway Company bridge no. 3 to the mean high water line of Lake Pend Oreille.

That the term of said agreement was extended by resolution passed by the mayor and City Council of the City of Sandpoint on March 11th, 1963.

WHEREAS, The said agreement provided that Lakeshore Enterprises, Inc. could build and construct thereon structures and improvements which are of a nature usually found in conjunction with beach and recreational purposes, provided said construction be approved by The City of Sandpoint and that ownership of said structures be in The City of Sandpoint; and

WHEREAS, The agreement further provided that The City was to receive Two Hundred Fifty ($250.00) Dollars per year for the license and concession agreement, but the cost of any improvements was to be deducted from the Two Hundred Fifty ($250.00) Dollar sum and the cost of said improvements was to carry over from year to year; and

4/65

WHEREAS, Lakeshore Enterprises, Inc., and/or its successors, desires to construct a swimming pool on the above-described tract; and

WHEREAS, The Northern Pacific Railway Company has waived any objections to said construction which it may have had by reason of the restrictions in that certain deed to The City of Sandpoint from the Northern Pacific Railway Company, dated June 27th, 1922; now, therefore,

IT IS AGREED AS FOLLOWS:

I

That Lakeshore Enterprises, Inc., or its successor, may construct a swimming pool on the above-described property.

II

That title to the said swimming pool shall vest in Lakeshore Enterprises, Inc., or its successor , in order that taxes may be assessed against the same.

III

That Lakeshore Enterprises, Inc., or its successor, shall pay to The City for the license and concession agreement under the original contract the sum of Two Hundred Fifty ($250.00) Dollars per annum, payable on the last day of each year, without any allowance made for improvements on the above-described tract.

IV

That insofar as the original agreement between Lakeshore Enterprises, Inc., and The City dated September 10th, 1953, is concerned and so far as the same is affected by this instrument, said agreement is hereby considered as amended.

V

That in all other particulars not otherwise specified herein the original agreement above referred to and the extension agreement shall remain in full force and effect.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals this ___ day of April, 1965.

LAKESHORE ENTERPRISES, INC.

By: _____
President

ATTEST:

_____
Secretary

THE CITY OF SANDPOINT, IDAHO

By: _____
Mayor

ATTEST:

_____
City Clerk

STATE OF IDAHO,)
) ss.
County of Bonner,)

On this day before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, known to me to be the President, and _____, known to me to be the Secretary of Lakeshore Enterprises, Inc., an Idaho corporation; and FLOYD L. GRAY, known to me to be the Mayor, and KENNETH HACKWORTH, known to me to be the Clerk, of the City of Sandpoint, a municipal corporation;

and acknowledged to me that they executed the foregoing for and on behalf of said respective corporations.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of April, 1965.

Notary Public in and for the State of Idaho, residing at Sandpoint.
My commission expires:

MINUTES OF THE REGULAR SANDPOINT CITY COUNCIL MEETING HELD ON FEB. 8, 1965

Mayor Floyd L. Gray called the meeting to order at 8:00P.M.
All the City Councilmen were present and answered the roll call, to-wit:

Councilman Kalb	Councilman Brown
Councilman Lines	Councilman McDonnell
Councilman Mott	Councilman Abromeit

Also present were Mrs. Stan Maxwell, Mrs. Rosana Peterson and Mrs. Nora McInaney, representing the Library Board
Ward Tifft was also present.

The minutes of the last regular City Council meeting and the intervening Special City Council meeting were read and approved.

The following "Waiver of Conditions" from the Northern Pacific Railroad was read.

WAIVER OF CONDITIONS

THIS AGREEMENT, entered into between the CITY OF SANDPOINT, a municipal corporation, hereafter referred to as the City, and NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereafter referred to as the Railway Company, WITNESSETH:

WHEREAS, the Railway Company has heretofore deeded to the City certain property as set forth in that certain deed dated June 27, 1922, and recorded August 2, 1922, in Book 38 of Deeds, page 257, records of Bonner County, Idaho; and

WHEREAS, the deed specified that the property to be conveyed would be used for park purposes; and

WHEREAS, said deed provided that if the premises ceased to be used for park purposes said property would revert to the Railway Company; and

WHEREAS, on the 10th day of September, 1958, the City of Sandpoint granted a Concession Agreement to Lakeshore Enterprises, Inc., allowing Lakeshore Enterprises, Inc., the license and privilege to maintain and operate the following described properties lying Easterly of Lakeshore Tourist Park between the City Dock Road and the extension of the City Beach Road East, being a line drawn East from the North and East corner of the Railway Company's Bridge No. 3 to the mean high water line of Lake Pend Oreille, with the right and privilege of the City to control said properties and to approve any construction thereon; and

WHEREAS, said Agreement has been extended by resolution of the City Council to the 31st day of March, 1993; and

WHEREAS, Lakeshore Enterprises and/or its successor desires to construct a swimming pool facility upon the above-mentioned land set forth in the Concession Agreement;

NOW THEREFORE, in consideration of One Dollar and other valuable considerations, the Railway Company hereby waives any objection to the Concession Agreement and/or the Construction of a swimming pool on the above-described property, and further waives any right the Railway Company may have to declare the deed of June 27, 1922, above referred to, forfeited or void by reason of the above-mentioned acts of the City of Sandpoint; provided that the waiver hereby made shall not constitute a waiver of any other breach of the condition in said deed of June 27, 1922.

Dated this 11th day of January, 1965.

On a motion by Councilman Abromeit, seconded by Councilman Kalb and passed, the bills audited and approved by the Finance Committee were ordered paid.

The verified claim of Long Construction Co. for Estimate No. 7, certified by Walter Woodward, project engineer, in the amount of 12,663.90 was presented to the Council; whereupon Councilman Abromeit moved that said claim be approved for payment and the Clerk issue a warrant on the Water Dept. Fund in payment of said claim. The motion was seconded by Councilman Kalb and passed unanimously on a roll call vote.

The claim of Walter L. Woodward for on the job inspection at the Water Treatment Plant from Aug. to Dec. in the amount of $1000.00 was submitted to the Council. Afterwhich Councilman Kalb made a motion that said claim be approved for payment and the Clerk instructed to issue a warrant on the Water Dept. Construction Fund in payment of said claim. The motion was seconded by Councilman Abromeit and passed unanimously on a roll call vote.

Councilman Brown made a motion authorizing the purchase of lumber to cover the hub rails of both Sand Creek bridges, and that the work of covering and painting them, and painting of the guard rails be done by the Dept. of Public Works prior to the tourist season. The motion was seconded by Councilman Abromeit and passed unanimously.

2-8-65

100139
W-15183

471

WAIVER OF CONDITIONS

THIS AGREEMENT, entered into between the CITY OF SANDPOINT, a municipal corporation, hereafter referred to as the City, and NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereafter referred to as the Railway Company, WITNESSETH:

WHEREAS, the Railway Company has heretofore deeded to the City certain property as set forth in that certain deed dated June 27, 1922, and recorded August 2, 1922, in Book 38 of Deeds, page 257, records of Bonner County, Idaho; and

WHEREAS, the deed specified that the property to be conveyed would be used for park purposes; and

WHEREAS, said deed provided that if the premises ceased to be used for park purposes said property would revert to the Railway Company; and

WHEREAS, on the 10th day of September, 1958, the City of Sandpoint granted a Concession Agreement to Lakeshore Enterprises, Inc., allowing Lakeshore Enterprises, Inc., the license and privilege to maintain and operate the following described properties lying Easterly of Lakeshore Tourist Park between the City Dock Road and the extension of the City Beach Road East, being a line drawn East from the North and East corner of the Railway Company's Bridge No. 3 to the mean high water line of Lake Pend Oreille, with the right and privilege of the City to control said properties and to approve any construction thereon; and

WHEREAS, said Agreement has been extended by resolution of the City Council to the 31st day of March, 1993; and

WHEREAS, Lakeshore Enterprises and/or its successor desires to construct a swimming pool facility upon the above-mentioned land set forth in the Concession Agreement;

NOW THEREFORE, in consideration of One Dollar and other valuable considerations, the Railway Company hereby waives any objection to the Concession Agreement and/or the construction of a swimming pool on the above-described property, and further waives any right the Railway Company may have to declare the deed of June 27, 1922, above referred to, forfeited or void by reason of the above-mentioned acts of the City of Sandpoint; provided that the waiver hereby made shall not constitute a waiver of any other breach of the condition in said deed of June 27, 1922.

Dated this 11th day of January, 1965.

NORTHERN PACIFIC RAILWAY COMPANY

By _____
Vice President

Attest: Richard A. Baulke
Assistant Secretary

STATE OF MINNESOTA)
(ss
County of Ramsey)

On this 11th day of January in the year 1965, before me J. W. THAYER, a Notary Public, personally appeared E. B. STANTON, to me known to be a Vice President and Richard A. Baulke, to me known to be Assistant Secretary of the Northern Pacific Railway Company, the corporation that executed the instrument and acknowledged to me that said Northern Pacific Railway Company executed the same.

J. W. Thayer

J. W. THAYER,
Notary Public, Ramsey County, Minn.
My Commission Expires Nov. 17, 1972

11/Jan/1965

This is dictated May 27, 1969, from the official records of the County of Bonner, State of Idaho, at Book 33 of Miscellaneous Records, Page 471, bearing Bonner County Auditor's No. 100139 and filed for record April 12, 1965, at 11:50 A.M. at the request of John Cogswell by Doris L. Kenny, Bonner County Recorder, by Helen Hem, deputy, is the following document quoted in full.

WAIVER OF CONDITIONS

THIS AGREEMENT, entered into between the CITY OF SANDPOINT, a municipal corporation, hereafter referred to as CITY, and NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereafter referred to as the RAILWAY COMPANY, WITNESSETH:

WHEREAS, the RAILWAY COMPANY has heretofore deeded to the CITY certain property as set forth in that certain deed dated June 27, 1922, and recorded August 2, 1922, in Book 38 of Deeds, page 257, Records of Bonner County, Idaho; and

WHEREAS, the deed specified that the property to be conveyed would be used for purposes; and

WHEREAS, said deed provided that if the premises ceased to be used for park purposes said property would revert to the RAILWAY COMPANY; and

WHEREAS, on the 10th day of September, 1958, the CITY of SANDPOINT granted a Concession Agreement to Lakeshore Enterprises, Inc., allowing Lakeshore Enterprises, Inc., the license and privilege to maintain and operate the following described properties lying Easterly of Lakeshore Tourist Park between the

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDPOINT AS FOLLOWS :

That on the 10th day of September, 1958, the City entered into an agreement with Lakeshore Enterprises, Inc., an Idaho corporation, whereby Lakeshore Enterprises, Inc. along and together with other considerations was granted a license and concession to maintain and operate certain property belonging to the City of Sandpoint, described as follows, to-wit :-

> That certain property lying East of the present Lakeshore Tourist Park between the city dock road and the extension of the city beach road East, being a line drawn East from the North and East corner of the Northern Pacific Railway Company bridge #3 to the mean high water line of Lake Pend Oreille

That as a consideration of said agreement Lakeshore Enterprises, Inc. leased and demised to the City of Sandpoint that portion of the South end of a lease owned by Lakeshore Enterprises, Inc. from the Northern Pacific Railway Company, now occupied by the City of Sandpoint as a boat basin, plus an additional 50-foot strip running East and West for road purposes for ingress and egress to said boat basin.

That the term of said agreement was for a period of ten years from the 1st day of December, 1957.

That the said Lakeshore Enterprises, Inc. has planned an extensive building program on the property it has leased from the Northern Pacific Railway Company, and it would be an aid in the advancement of the tourist trade and civic improvement to Sandpoint that said construction be completed, and it would be a benefit to the monetary business economy in Sandpoint.

NOW THEREFORE, BE IT RESOLVED That the City enter into an

agreement to extend the term of the agreement dated the 10th day of September, 1958, above referred to, to the 31st day of March, 1993, in order to ensure the adequate development of said area including the boat basin now occupied by the City of Sandpoint.

BE IT FURTHER RESOLVED That the extension of this agreement is conditioned upon Lease #92552 from the Northern Pacific Railway Company to Lakeshore Enterprises, Inc. remaining in full force and effect for this period of time, and in the event that said railroad lease is terminated for any reason this a greement shall also terminate and cease, and be of no further force and effect, except, however, that the original ten-year term shall remain in full force and effect in the event that the extension is terminated.

BE IT FURTHER RESOLVED That all terms and conditions of the original agreement, except as above mentioned, shall remain in full force and effect.

Dated this 11 day of March, 1963.

Floyd L. Gray

Floyd L. Gray, Mayor:

ATTEST:

Kenneth Hackworth

Kenneth Hackworth, City Clerk:

13/May/1963

At Book 31 Miscellaneous Records in the office of said County Recorder, commencing at Page 91, map shows filed for record May 13, 1963 at 2:42 P.M. request of Harold Young by Doris L. Kenny, Bonner County Recorder, by Helen Ham, deputy Book 31 of Miscellaneous Records, Page 91, Auditor's No. File Stamp 90297.

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDPOINT AS FOLLOWS:

That on the 10th day of September, 1958, the City entered into an agreement with Lakeshore Enterprises, Inc., an Idaho corporation, whereby Lakeshore Enterprises, Inc. along and togehter with other considerations was granted a license and concession to maintain and operate certain property belonging to the City of Sandpoint described as follows, to wit:

> That certain property lying East of the present Lakeshore Tourist Park between the City Dock Road and the extension of the City Beach Road East, being a line drawn East from the North and East corner of the Northern Pacific Railway Company Bridge #3 to the main high water line of Lake Pend Oreille.

That as a consideration of said agreement Lakeshore Enterprises, Inc. leased and demised to the City of Sandpoint that portion of the South end of a lease owned by Lakeshore Enterprises, Inc. from the Northern Pacific Railway Company, now occupied by the City of Sandpoint as a boat basin, plus an additional 50-foot strip running East and West for road purposes for ingress and egress to said boat basin.

That the term of said agreement was for a period of 10 years from the first day of December, 1957.

That the said Lakeshore Enterprises, Inc. planned an extensive building program on the property it has leased from the Northern Pacific Railway Company, and it would be an aid in the advancement of the trouist trade and civic improvement to Sandpoint that said construction be completed, and it would be a benefit to the monetary business economy in Sandpoint.

NOW THEREFORE, BE IT RESOLVED that the City enter into an agreement to extend the term of the agreement dated the 10th day of September, 1958, above referred to, to the 31st day of March, 1993, in order to ensure the adequate development of said area including the boat basin now occupied by the City of Sandpoint.

BE IT FURTHER RESOLVED that the extension of this agreement is conditioned upon lease #92552 from the Northern Pacific Railway Company to Lakeshore Enterprises, Inc. remaining in full force and effect for this period of time, and in the event that said railroad lease is terminated for any reason this agreement shall also terminate and cease, and be of no further force and effect, except however that the original 10-year term shall remain in full force and effect in the event that the extension is terminated.

BE IT FURTHER RESOLVED that all terms and conditions of the original agreement, except as above mentioned, shall remain in full force and effect.

Dated this 11 day of March, 1963.

Attest:

/s/ Kenneth Hackworth
KENNETH HACKWORTH
City Clerk

/s/ Floyd L. Gray
FLOYD L. GRAY, Mayor

2134

MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD ON DECEMBER 14, 1964,

Mayor Floyd L. Gray called the meeting to order at 8:00P.M. All the City Councilmen were present and answered the roll call, to-wit:

Councilman Lines	Councilman Abromeit
Councilman Kalb	Councilman Brown
Councilman Mott	Councilman McDonnell

The minutes of the last regular Council meeting and the intervening special Council meeting of November 18, 1964 were read and approved.

The Mayor announced that this is the time and place as advertised to hear anyone objecting to changing Block 8 of Weil's Second Addition to Sandpoint from Residential Zone "A" to Commercial Zone "D". There being no objections presented, the Mayor read the following ordinance the first time by title.

ORDINANCE NO. 373

AN ORDINANCE CHANGING AND AMENDING RESIDENCE ZONE "A" OF THE CITY OF SANDPOINT BY DELETING AND REMOVING THEREFROM BLOCK 8 OF WEILS SECOND ADDITION TO THE CITY OF SANDPOINT, IDAHO, AND INCLUDING SAID PROPERTY IN COMMERCIAL ZONE "D".

The Clerk then read Ordinance #373 the second time in full, section by section, whereupon Councilman Kalb moved that the Idaho Code requiring Ordinances be read at three separate meetings be suspended. The motion was seconded by Councilman Abromeit and passed unanimously on a roll call vote. Ordianance #373 was read the third time by title. The Question then being "Shall the Ordiance ~~be~~ passed?" All the Councilmen having voted in the affirmative, Ordinance #373 passed and was enacted as an Ordinance of the City of Sandpoint under suspension of the Statutory Rules this 14 day of December, 1964.

The following letter from Northern Pacific Railway Co., dated December 9, 1964, was read:

Mr. Dar Cogswell
Bandelin & Cogswell
Riverside Building
P. O. Box 230
Sandpoint, Idaho 83864

Dear Mr. Cogswell:

I have your letter of November 23 about the proposed construction of a swimming pool by Mr. Harold G. Young on the land in front of the premises at Sandpoint now under Lease No. 92552 from this company to Pend Oreille Resorts, Inc. (assignee of Lakeshore Enterprises, Inc.).

Interested western officers of our company have discussed this matter but have not definitely decided what recommendation will be made to our management in St. Paul. I am inclined toward a favorable recommendation, and our law department would probably approve your waiver draft from the legal standpoint if the following were added:

> "; provided that the waiver hereby made shall not constitute a waiver of any other breach of the condition in said deed of June 27, 1922".

Would the addition of the above provision be objectionable to the city?

Yours very truly,

M. H. NIXON
Western Manager
Industrial Development

By: L. M. Jenner
Industrial Agent

IMJ/ncj

12-14-64

On a motion by Councilman Abromeit, seconded by Councilman Kalb and passed, the

#212

'Block 8 of Weil's Second Addition to the City of Sandpoint."

All persons interested in the foregoing matter may be heard at the said time & Place.

Dated this 10th day of November, 1964.

Kenneth Hackworth
City Clerk

The following applications for 1965 City Beer Lincenses having been received by the Clerk were submitted to the Council:

Elks Club	Fee	$100.00
Fraternal Order of Eagles	"	100.00
Gerald D. Hollenbach, dba Tamarack Bar	"	100.00
William Beyer, dba City Club	"	100.00
Rose Buchert, dba Anchorage Bar	"	100.00
J. A. Walker, dba Kaniksu Lounge	"	50.00
Helen Hiatt (formerly Helen Hannah) & A. H. Engert & B.T. Blasko, dba 219 Lounge	"	50.00
Lloyd E. Chappell, dba Kamloops Klub	"	50.00
Pearl E. Mayer dba Cabinet Gorge	"	50.00
Clyde & Robert Cox, dba Travlers	"	50.00
Edwin Mikesell, dba Ed's Motel & Grocery	"	~~50.00~~ 25.00

On a motion by Councilman Brown, seconded by Counilman McDonnell and passed, the Clerk was instructed to issue 1965 City Beer Licenses to the above applicants.

The meeting adjourned at 10:40 P.M.

Floyd L. Gray
Mayor

ATTEST:

Kenneth Hackworth
Clerk

'64

MINUTES OF A SPECIAL MEETING OF THE SANDPOINT CITY COUNCIL HELD ON NOV. 18, 19

The meeting was called to order by Mayor Floyd L. Gray at 8:00P.M. The following City Councilmen, constituting a quorum, answered the roll call:

Councilman Lines — Councilman Brown
Couhcilman Kalb — Councilman McDonnell
Councilman Mott

After a discussion about the Lakeshore Enterprise Concession agreement and about their request for permission to construct a swimming pool on City owned property, Councilman McDonnell made the following motion, to-wit:

"The City Attorney be instructed to draft an agreement between the City and Lakeshore Enterprises, Inc. allowing Lakeshore Enterprises, Inc. to construct a swimming pool on City owned property described in a Concession agreement dated Sept. 10, 1958. Council approval of said agreement is contingent on the Northern Pacific RR Co. waiving any objections to the Concession agreement and the construction of the swimming pool." The motion was seconded by Councilman Lines and passed by a majority vote.

Councilman Mott made a motion instructing the City Engineer to examine the Bridge St. Bridge and report to the Council what repairs he recommends be made and his estimate of cost of materials needed. The motion was seconded by Councilman Brown and unanimously passed.

The meeting adjourned at 9:50 P.M.

Floyd L. Gray
Mayor

ATTEST:

11-18-64

Item # 12.

The Resolution was adopted on a roll call vote wherein all the City Councilmen present voted yes for the adoption.

~~The meeting having been call to order by~~ The Mayor ~~it was~~ announced ~~by him~~ that a matter for consideration at this time was the canvass of the results of the Special Election held within said City ~~of~~ February 26, 1963, Thereupon the following Resolution was filed by Councilman Baugh and at the direction of the Mayor was read in full by the Clerk, viz:

RESOLUTION

WHEREAS, the election officials who conducted the Special Bond Election ordered by Ordinance No. 358, and held on February 26, 1963, have made due return to this Council of the results of said election, viz:

VOTING PLACE	TOTAL VOTES CAST	IN FAVOR OF	AGAINST
FIRST WARD	133	115	18
SECOND WARD	91	76	15
THIRD WARD	137	130	7
	361	321	40

and that 0 votes were cast which could not be counted.

AND, WHEREAS, of the total vote cast upon the Proposition of the incurring of said indebtedness of $250,000.00 and the issuance of Water Revenue Bonds in said amount, more than two-thirds of the votes cast upon said Proposition by the qualified electors of said City were IN FAVOR OF said bond issue, and the Proposition for the issuance of said bonds has been duly ratified and approved by the electors qualified and entitled to vote at said election;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND DECLARED by the City Council of Sandpoint, Idaho, that the foregoing Proposition for the issuance of Water Revenue Bonds in the principal amount of not more than $250,000.00 for the purpose stated in Ordinance No. 358 of said City, has been adopted, approved and ratified by the qualified electors of said City, as required by the Constitution and Laws of the State of Idaho, and the Ordinances of said City.

AND IT IS FURTHER RESOLVED and ordered that in the event the Federal Grant is Received, the said bonds shall be issued in accordance with the provisions of Ordinance No. 358 of Said City.

The Resolution was adopted on a roll call vote wherein all the City Councilmen present Voted yes for its adoption.

On a motion by Councilman Baugh seconded by Councilman and passed, the Mayor and Clerk were authorized to execute, in the name of the City, an agreement between the City and Walter L. Woodward, Engineer, of Spokane, Wash. to complete Engineering on the City's water system improvements and expansions in the event the City receives a grant from the U. S. Govt. and proceeds with construction as set forth in Ordinance 358.

The following Resolution was presented by Councilman Nelson and at the instruction of the Mayor was read in full by the Clerk.

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDPOINT AS FOLLOWS:

That on the 10th. day of September, 1958, the City entered into an agreement with Lakeshore Enterprises, Inc., an Idaho corporation, whereby Lakeshore Enterprises, Inc. along and together with other considerations was granted a license and concession to maintain and operate certain property belonging to the C[ity] of Sandpoint, described as follows, to-wit:-

Item # 12.

That certain property lying East of the present Lakeshore Tourist Park between the city dock road and the extension of the city beach road East, being a line drawn East from the North and East corner of the Northern Pacific Railway Company bridge #3 to the mean high water line of Lake Pend Oreille

That as a consideration of said agreement Lakeshore Enterprises, Inc. leased and demised to the City of Sandpoint that portion of the South end of a lease owned by Lakeshore Enterprises, Inc. from the Northern Pacific Railway Company, now occupied by the City of Sandpoint as a boat basin, an additional 50-foot strip running East and West for road purposes for ingress and egress to said boat basin.

That the term of said agreement was for a period of ten years from the 1st day of December, 1957.

That the said Lakeshore Enterprises, Inc. has planned an extensive building program on the property it has leased from the Northern Pacific Railway Company, and it would be an aid in the advancement of the tourist trade and civic improvement to Sandpoint that said construction be completed and it would be a benefit to the monetary business economy in Sandpoint.

NOW THEREFORE, BE IT RESOLVED That the City enter into an agreement to extend the term of the agreement dated the 10th. day of September, 1958, above referred to, to the 31st day of March, 1993, in order to ensure the adequate development of said area including the boat basin now occupied by the City of Sandpoint.

BE IT FURTHER RESOLVED That the extension of this agreement is conditioned upon Lease #92552 from the Northern Pacific Railway Company to Lakeshore Enterprises, Inc. remaining in full force and effect for this period of time and in the event that said railroad lease is terminated for any reason this agreement shall also terminate and cease, and be of no further force and effect, except, however, that the original ten-year term shall remain in full force and effect in the event that the extension is terminated.

BE IT FURTHER RESOLVED That all terms and conditions of the original agreement, except as above mentioned, shall remain in full force and effect.

Dated this 11 day of March, 1963.

Floyd L. Gray, Mayor:

ATTEST:

Kenneth Hackworth, City Clerk:

The question before the Council ----- "Shall the Resolution be adopted?" Roll call vote resulted as follows: Yes - Councilman Lines, Nelson and Baugh. Councilman O'Donnell declined to vote. Since a majority of the Councilmen present voted in the affirmative, the Mayor declared the Resolution adopted.

The Mayor appointed Mrs. Mary Parker to the Library Board for another 5 years.

On a motion by Councilman Lines, seconded by Councilman Baugh and unanimously passed this appointment was approved by the Council.

The meeting adjourned at 11:20 P.M. on motion duly made, seconded and passed.

Floyd L. Gray
MAYOR

ATTEST:

Kenneth Hackworth
CLERK

3-11-63

Bk. 31 Page 91

Grantor-Lakeshore Enterprises Inc.

Grantee-City

Term exp.- March 31st, 1993

Agreement made- Dec. 1957

Instrument number-90298

Legal- On Sept. 10, 1958, the City entered into an agreement with Lakeshore Enterprises, Inc. an Idaho corporation, whereby, Lakeshore Enterprises along and together with other considerations was granted a license and concession to maintain and operate certain property belonging to the City Of Sandpoint, described as follows: That certain property lying E. of the present Lakeshore Tourist Park between the City Dock Road and the extension of the City Beach Road E., being a line drawn E. from the N. and E. corner of the Northern Pacific Railway Co. Bridge No. 3 to the mean high water of Lake Pend Oreille. That as a consideration of said agreement Lakeshore Enterprises, Inc. leased and demised to the City of Sandpoint that portion of the S. end of a lease owned by Lakeshore Enterprises, from the

Northern Pacific Railway Co., now occupied by the City of Sandpoint as a boat basin plus an additional 50' strip running E. and W. for road purposes for ingress and egress to said boat basin. That said agreement was for a term of 10 yrs. from the first day of Dec. 1957 That the said Lakeshore Enterprises has planned an extensive building program on the property it has leased from the Northern Pacific Railway, and it would be an aid in the advancement of the tourist trade and civic improvement to Sandpoint that said construction be completed and it would be a benefit to the monetary business in Sandpoint. Now therefore, let it be resolved that the City enter into an agreement to extend the term of agreement dated the 10th day of Sept. 1958 above referred to, to the 31st day of March 1993, in order to ensure adequate development of said area including the boat basin now occupied by the City of Sandpoint.

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDPOINT AS FOLLOWS :

That on the 10th day of September, 1958, the City entered into an agreement with Lakeshore Enterprises, Inc., an Idaho corporation, whereby Lakeshore Enterprises, Inc. along and together with other considerations was granted a license and concession to maintain and operate certain property belonging to the City of Sandpoint, described as follows, to-wit :-

> That certain property lying East of the present Lakeshore Tourist Park between the city dock road and the extension of the city beach road East, being a line drawn East from the North and East corner of the Northern Pacific Railway Company bridge #3 to the mean high water line of Lake Pend Oreille

That as a consideration of said agreement Lakeshore Enterprises, Inc. leased and demised to the City of Sandpoint that portion of the South end of a lease owned by Lakeshore Enterprises, Inc. from the Northern Pacific Railway Company, now occupied by the City of Sandpoint as a boat basin, plus an additional 50-foot strip running East and West for road purposes for ingress and egress to said boat basin.

That the term of said agreement was for a period of ten years from the 1st day of December, 1957.

That the said Lakeshore Enterprises, Inc. has planned an extensive building program on the property it has leased from the Northern Pacific Railway Company, and it would be an aid in the advancement of the tourist trade and civic improvement to Sandpoint that said construction be completed, and it would be a benefit to the monetary business economy in Sandpoint.

NOW THEREFORE, BE IT RESOLVED That the City enter into an

3-11-63

agreement to extend the term of the agreement dated the 10th day of September, 1958, above referred to, to the 31st day of March, 1993, in order to ensure the adequate development of said area including the boat basin now occupied by the City of Sandpoint.

BE IT FURTHER RESOLVED That the extension of this agreement is conditioned upon Lease #92552 from the Northern Pacific Railway Company to Lakeshore Enterprises, Inc. remaining in full force and effect for this period of time, and in the event that said railroad lease is terminated for any reason this a greement shall also terminate and cease, and be of no further force and effect, except, however, that the original ten-year term shall remain in full force and effect in the event that the extension is terminated.

BE IT FURTHER RESOLVED That all terms and conditions of the original agreement, except as above mentioned, shall remain in full force and effect.

Dated this 11 day of March, 1963.

Floyd L. Gray, Mayor:

ATTEST:

Kenneth Hackworth, City Clerk:

3-11-63

copy in Lakeshore enterp

City of Sandpoint

SANDPOINT, IDAHO

November 21, 1962

Copy for Planning Board

Mr. L. M. Jenner
Industrial Agent
Northern Pacific Railway Co.
919 Smith Tower
Seattle 4, Washington

Dear Mr. Jenner:

In answer to your letter of November 6, regarding the suggested lease covering the Lakeshore Enterprises, I wish to advise that this is not the trade as discussed at our meeting of September 11th, in my office and is not acceptable.

We emphasized the importance of making a deal that would justify the City giving up the Lakeshore area in front of the Lakeshore Enterprises property North of Church Street.

We advised you on your visit here that we would be willing to relinquish our rights on the property in front of the Lakeshore Enterprises and north of Church Street in exchange for either a straight trade or a long term lease for all of the Lakeshore Enterprises leased property south of Church Street. We have discussed with Mr. Young, and he understands, that we will allow him sufficient time to recover his investment in the improvements made on the property south of Church.

Relative to your inquiry regarding the deed of June 27, 1922, this was recorded on August 2, 1922, Book 38 of Deeds, Page 257.

Regarding the Easement of October 21, 1936, to which you referred, we are unable to find a recording record and there is nothing in the City files covering this.

A recording entry of July 12, 1922, in Book #1 of leases, Page 375, states that Northern Pacific leased to the City a 100 foot strip from the old dock road all the way to the south section line of section #23.

We trust this information will be helpful to you in arriving at some satisfactory conclusion for all parties concerned.

Very truly yours,

Floyd L. Gray
Mayor, Sandpoint, Idaho

FLG/jas

11-21-62

109-40

Item # 12

16. Highway Motel, bottled and canned beer, to be consumed off premises, Fee $25.00
17. Elk's Club, Bottled and Canned Beer, Fee $50.00
18. Low-Price Market, Bottled and Canned Beer, to be consumed off premises, Fee $25.00

Two liquor license applications were submitted and examined. On a motion by Harold Gee, seconded by Tom O'Donnell, and carried the following applicants were granted City retail liquor licenses:

File in Lakeshore

1. D. Bopp, J. Bopp, and D. Kotschevar, dba Kamloops Club, Fee $562.50
2. A. Engert, B. Blasko, and Helen Hannah, dba 219 Lounge, Fee $562.50

On a motion by Harold Gee, seconded by Bud Palmer and carried, the recommendations of the Building Committee on the City's Insurance was accepted.

On a motion by Louie Johnson, seconded by Harold Gee and carried, the Clerk was instructed to draw a warrant on the Current Expense Fund in favor of the City Treasurer for $29.92 reemburse the Treasurer's Imprest Fund for a $29.92 shortage for the Fiscal year 1958-1959 as determined by the auditor.

The meeting adjourned at 10:30 P.M. on motion duly made, seconded and carried.

Floyd A Perks
MAYOR

ATTEST:
Kenneth Hackwood
CITY CLERK

The Motion further stated that all those granted 1960 Beer Licenses who subsequently apply for 1960 City Liquor Licenses and present their 1960 State & County Liquor Licenses to the Clerk along with completed application and license fee be granted 1960 Retail Liquor License.

MINUTES OF A SPECIAL MEETING OF THE CITY COUNCIL HELD ON JANUARY 8, 1960

Mayor Floyd Perks called the meeting to order at 7:15 P. M.

The following Councilmen, constituting a majority and quorum, answered the roll call:

Archie Yager
Louie Johnson
Harold Gee
Tom O'Donnell
Bud Palmer

Also present were Mr. Young, Mr. Earl of Lakeshore Enterprises Inc. and their attorney, James Hunt. Also present were A. T. Peterson and Don Block of the Pacific Power & Light.

James Hunt explained plans of the Lakeshore Enterprises, Inc. for construction of a 50 unit motel, Restaurant, Bar and boat docks on beach property now owned by the City. Mr. Hunt and Mr. Young asked the Council to consider selling said property to Lakeshore Enterprises, for purpose of above described construction and conduct a special election of Sandpoint residents to clear the way for said sale. The Council agreed to take the matter under advisement.

Mr. Don Block of Pacific Power & Light presented the Mayor and Councilmen with a brochure describing various plans for modernizing the City's street lighting. Mr. Block reviewed the brochure with the Council and the Councilmen agreed to study it further.

On a motion by Tom O'Donnell, seconded by Bud Palmer and duly passed, the Police Chief was ordered to have the following traffic lights removed: the traffic light at 5th and Pine, the blinker light at 1st and Cedar.

The meeting adjourned at 10:10 P. M. on a motion duly made and carried.

Floyd A Perks
MAYOR

ATTEST:
Kenneth Hackwood
CITY CLERK

1-8-60

93

90298

AGREEMENT

WHEREAS, LAKESHORE ENTERPRISES, INC., an Idaho corporation, hereinafter referred to as the Corporation, leases certain properties from the Northern Pacific Railway Company upon which it operates the Lakeshore Tourist Park, which is within the 200 foot Northern Pacific Railway Company right of way and extends generally from the old City dock road on the North to the Railway bridge over Sand Creek on the South, and

WHEREAS, the CITY OF SANDPOINT, IDAHO, a Municipal corporation, hereinafter referred to as the City, owns in fee by reason of a deed from the Northern Pacific Railway Company properties directly adjoining to the East thereof, subject to recreational purposes and except a 100 foot strip situate where the old Northern Pacific Railway Company spur track was formerly, and

WHEREAS, the City now is and for some time last past has been engaged in the improvement of said general area for recreational purposes for beach and other water activities and picnic area, and pursuant to its long range plans wishes further beneficial development of said area in that said City desires to develop a boat basin on the South end of the Corporation's lease from the Northern Pacific Railway Company and in conjunction therewith needs a right of way for road purposes for ingress and egress thereto and further desires development of the physical beach to include fill and possible boat dock and sea wall in the area just to the East of the present Lakeshore Tourist Park, and

WHEREAS, the said Corporation wishes to aid in the development of said beach and civic area and also realizing that the development thereof is for the best interests of the public and should be of benefit monetarily to busin ess ventures in Sandpoint,

NOW THEREFORE, in consideration thereof and to accomplish the foregoing purposes, the City does hereby give and grant unto the Corporation a license and concession to maintain and operate the said properties to the East of the present Lakeshore Tourist Park between the said City dock road and the extension of the City beach road East, being a line drawn East from the North and East corner of Northern Pacific Railway Company Bridge No. 3 to the mean high water line of Lake Pend Oreille, for a period of ten years from December 1, 1957, with the full right and privilege under the auspices of the said City to control said properties, to build and construct thereon structures and improvements which are of a nature usually found in conjunction with beach and recreational purposes; with the right and privilege of making such charges and rentals for camping and trailer spaces thereon as the Corporation may wish as a reasonable rate for maintaining said area. The Corporation is authorized to fill on the said properties and to build and construct breakwaters, docks, and other facilities thereon as it may wish, provided, however, that the same be approved by the City prior to the construction thereof, and that the ownership be in the City; provided, further, that the Corporation may also for upkeep and maintenance thereof make reasonable charges for any moorage and dockage for said facilities. The Corporation shall pay to the City for said license and concession the sum of $250.00 annually, payable on the last day of the year, and provided further, however, the improvements in any one year made to the said City properties to the East of said Lakeshore Tourist Park shall be approved by the Council and after such approval be deducted from the $250.00 sum and said improvements shall carry over from year to year to apply upon further fees due from year to year.

The Corporation does hereby lease and demise to the City subject to the attached consent by Northern Pacific Railway Co. during the term of

95

its primary lease that portion of said lease on the South end thereof to be occupied by the City's proposed boat basin , plus an additional 50 foot strip running East and West for road purposes for ingress and egress to said boat basin, described as follows, to-wit:

(See Attached Schedule "A").

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 10th day of September, 1958.

LAKESHORE ENTERPRISES, INC.

By: Wallace P. Earle
President

Attest: Peggy L. Earle
Secretary

LAKESHORE ENTERPRISES, INC. CORPORATE SEAL SANDPOINT, IDAHO

THE CITY OF SANDPOINT, IDAHO

By: Floyd B. Pelton
Mayor

Attest: Kenneth Hackworth
Clerk

CITY OF SANDPOINT SEAL STATE OF IDAHO

96

STATE OF IDAHO,)
:ss.
County of Bonner,)

On this 19th day of September, 1958, before me, the undersigned, a Notary Public for said State, personally appeared WALLACE P. EARLE and PEGGY L. EARLE, known to me to be the President and Secretary respectively of LAKESHORE ENTERPRISES, INC., the corporation whose name is subscribed to the above instrument, and acknowledged to me that they executed the above and foregoing instrument for and upon behalf of said Corporation and that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date last above written.

Raymond T. Greene Jr.
Notary Public in and for the State of Idaho,
Residing at Sandpoint therein.

RAYMOND T. GREENE JR. NOTARY PUBLIC STATE OF IDAHO

STATE OF IDAHO,)
:ss.
County of Bonner,)

On this 10th day of September, 1958, before me, the undersigned, a Notary Public for said State, personally appeared FLOYD A. PERKS and KENNETH HACKWORTH, known to me to be the Mayor and City Clerk respectively of the CITY OF SANDPOINT, IDAHO, the City whose name is subscribed to the above instrument, and acknowledged to me that they executed said instrument for and upon behalf of said City and that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date last above written.

Dale A. Lee
Notary Public in and for the State of Id
Residing at Sandpoint therein.

DALE A. LEE NOTARY PUBLIC STATE OF IDAHO

97

CONSENT TO SUBLEASE UNDER LEASE NO. 67444

AGREEMENT, made this 10th day of September, 1958, between NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called "Railway Company", LAKESHORE ENTERPRISES, INC., an Idaho corporation, hereinafter called "Lessee" and the CITY OF SANDPOINT, a municipal corporation of the State of Idaho, hereinafter called "Sublessee",

By lease numbered 67444 and dated October 2, 1947, the Railway Company leased to HARRY E. NESBITT, who assigned his interest in said lease to the Lessee, certain premises at Sandpoint, Bonner County, State of Idaho.

Lessee and Sublessee desire the Railway Company's consent to a sublease of a portion of said premises from Lessee to Sublessee.

NOW THEREFORE, the parties hereto, in consideration of their mutually-dependent promises, hereby agree as follows:

1. Lessee and Sublessee shall jointly and severally perform and be bound by all of the terms, conditions and provisions of said lease as hereby modified during the term of the sublease from Lessee to said Sublessee.

2. Sublessee shall occupy and use a portion of said premises for the purpose of a boat basin and roadway and for no other purpose.

3. The Railway Company consents to the sublease from Lessee to Sublessee, provided that such consent shall not be construed to any further sublease of said premises.

IN WITNESS WHEREOF, the parties hereto have executed these presents in triplicate the day and year first above written.

NORTHERN PACIFIC RAILWAY COMPANY

By E B Stanton
Vice President

Attest: W J Archibald
Secretary

LAKESHORE ENTERPRISES, INC.

By Wallace P. Earle
President

Attest: Peggy L. Earle
Secretary

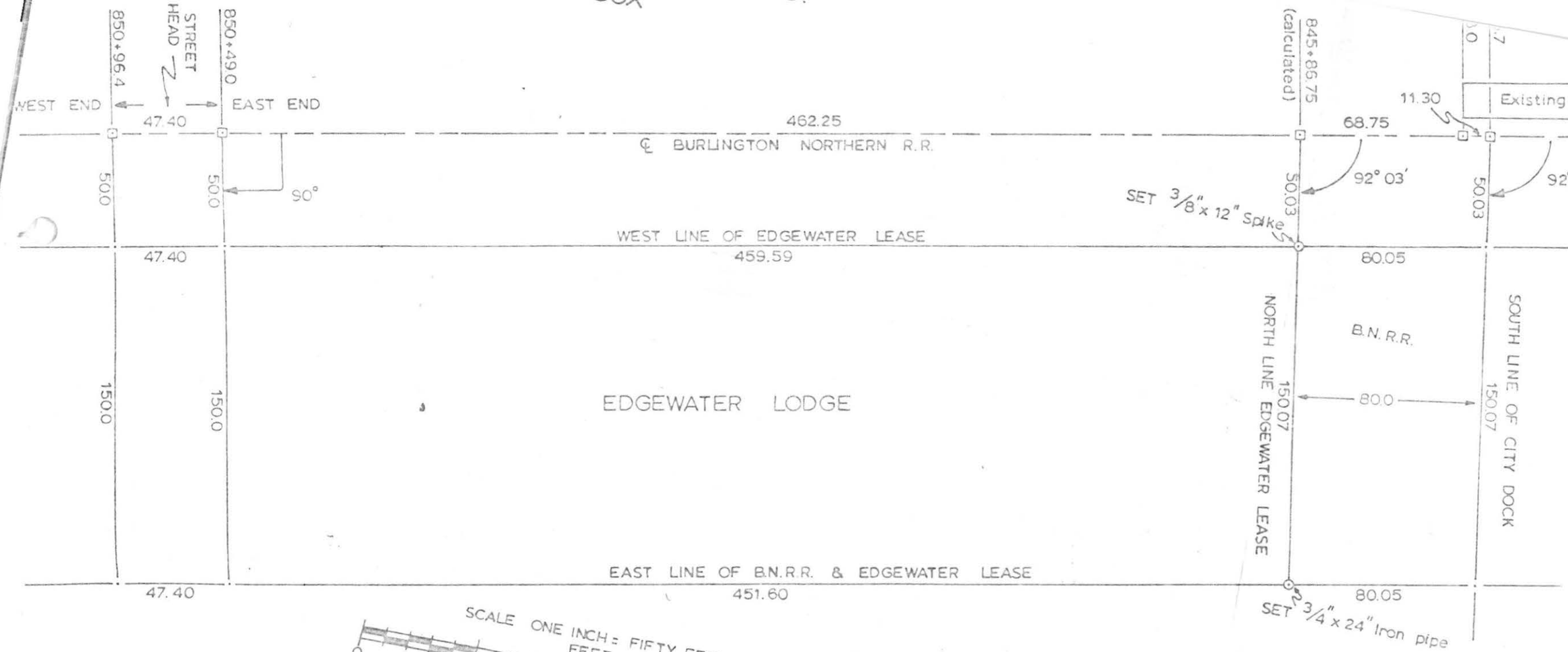
THE CITY OF SANDPOINT, IDAHO

By Floyd A Peterson
Mayor

Attest: Kenneth Hardwood
Clerk

Box 787

EDGEWATER LODGE
SECTION 23, T.57 N., R.2 W., B.M.
BONNER COUNTY, IDAHO.
for Robert Cox



SCALE ONE INCH = FIFTY FEET

0 50 100 150 200 FEET

⊙ — CORNER SET AS NOTED

⊡ — RAILROAD ℄ STATION POINTS from B.N.R.R. PLANS

• — POINTS NOT SET

I HEREBY CERTIFY THAT THE WITHIN PLAT IS CORRECT, AND THAT ALL CORNERS AND MARKERS SHOWN HAVE BEEN ESTABLISHED O THE GROUND BY A SURVEY PERFORMED IN APRIL, 1974.

DATED: 4-26-74 SIGNED: [signature]

REGISTERED PROFESSIONAL ENGINEER 2353

Item # 12.

Three-fourths of the members of the Council having affirmative, the Mayor declared the statutory provisions

The Ordinance was read the first time by title, the second time by title and the third time at length, section by section, and placed before the Council for final consideration, the question being, "Shall the Ordinance pass?"

ROll call vote resulted as follows:

AYES - Bert Lines, Louis Johnson, Archie Yager, Charlie Funkhouser, and Harold Gee.

NAYES - NONE

Absent and not voting - Ross Hall.

A majority having voted in favor of the ordinance, the Mayor declared the Ordinance passed.

On motion by Archie Yager, seconded by Bert Lines and carried unanimously an audit of the Water Department Books was authorized and the bid of Stone and Holiday to perform the audit was accepted.

On motion by Louis Johnson, seconded by Bert Lines and carried unanimously, the terms of the proposal of Lakeshore Enterprises, Inc, was accepted and deemed to constitute a tentative agreement between Lakeshore Enterprises, Inc., and the City of Sandpoint, subject to the approval of the Northern Pacific R.R. and after receipt of such approval there is to be a formal agreement negotiated by Lakeshore Enterprises, Inc., and the City of Sandpoint. Copy of Proposal on next page

Joe Gibbons proposed to rent the City owned property known as the Poundmaster residence.

On motion by Archie Yager, seconded by Louis Johnson and carried unanimously the Pound Committee, consisting of Chairman Harold Gee, Ross Hall and Charlie Funkhouser were appointed to negotiate a rental agreement with Joe Gibbons, which agreement should be executed without further Council approval.

On motion by Archie Yager, seconded by Harold Gee and carried unanimously the liability insurance limitations for the City was set to be $100,000.00 aand $300,000.00 Personal Liability and $25,00.00 property damage liability.

City Attorney, Hardy Lyons, administered the Oath of Office of City Clerk and Police Judge to Kenneth Hackworth, and he therefore is duly appointed to said offices.

The following verified claims relating to the construction of the Sewage Disposal Plant of the City of Sandpoint, having been approved by the Finance Committee, were referred to the City Council, to-wit:

Dan Deshon, claim dated June 10, 1958 $8,588.00
Arthur Tiggelbeck claim dated June 10, 1958 $1,007.37.

It was moved by Charlie Funkhouser, seconded by Ross Hall and duly passed unanimously by the Council that said claims be paid and the City Clerk was instructed to draw and issue Interim Warrants, bearing interest at (4%) four percent per annum, in payment of said claims.

Meeting adjourned on motion at 10:52 P.M.

Floyd A. Baker
MAYOR

ATTEST:

Kenneth Hackworth
CITY CLERK

6-25-5

Item # 12.

ADDITION TO MINUTES OF A SPECIAL MEETING
OF THE CITY COUNCIL HELD OF JUNE 25,1958

WHEREAS, LAKESHORE ENTERPRISES, INC., an Idaho corporation, hereinafter referred to as the Corporation, leases certain properties from the Northern Pacific Railway Company upon which it operates the Lakeshore Tourist Park, which is within the 200 foot Northern Pacific right of way and extends generally from the old City dock road on the North to the Railway bridge over Sand Creek on the South, and

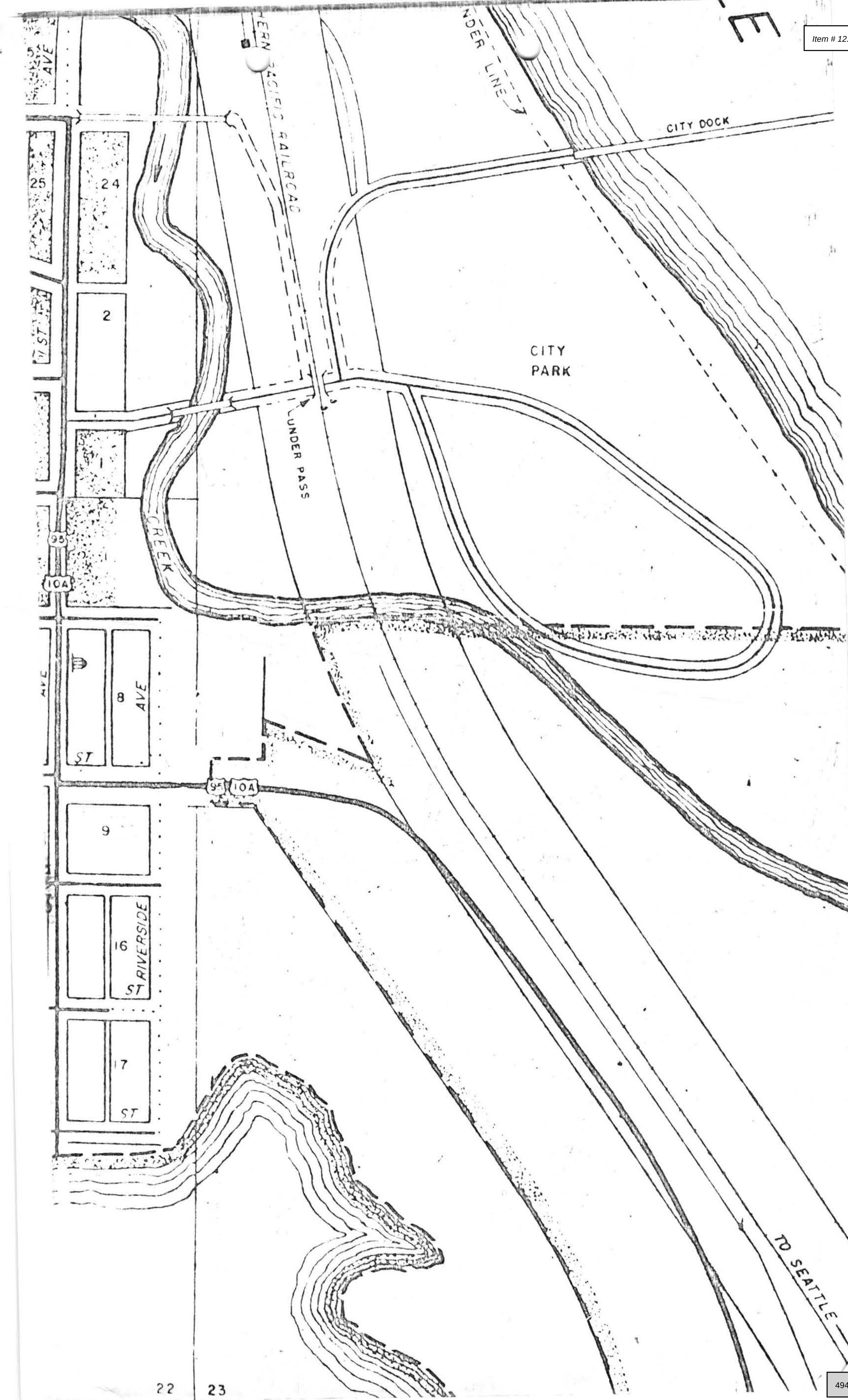
WHEREAS, THE CITY OF SANDPOINT, IDAHO, a Municipal corporation, hereinafter referred to as the City, owns in fee by reason of a deed from the Northern Pacific Railway Company properties directly adjoining to the East thereof, subject to recreational purposes and except a 100 foot strip situate where the old Northern Pacific spur track was formerly, and

WHEREAS, the City now is and for some time last past has been engaged in the improvement of said general area for recreational purposes for beach and other water activities and picnic area, and pursuant to its long range plans wishes further beneficial development of said area in that said City desires to develop a boat basin on the south end of the Corporation's lease from the Northern Pacific and in conjunction therewith needs a right of way for road purposes for ingress and egress thereto and further desires development of the physical beach to include fill and possible boat dock and sea wall in the area just to the East of the present Lakeshore Tourist Park, and

WHEREAS, the said Corporation wishes to aid in the development of said beach and civic area and also realizing that the development thereof is for the best interests of the public and should be of benefit monetarily to business ventures in Sandpoint,

NOW THEREFORE, in consideration thereof and to accomplish the foregoing purposes, the City shall give and grant unto the Corporation a license and concession to maintain and operate the said properties to the East of the Present LakeShore Tourist Park between the said City dock road and the extension of the City beach road East (describe further) for a period of ten years from (length of the Corporation lease from the Northern Pacific Railway Company, beginning December 1, 1958 being approximately ten years) with the full right and privilege under the auspices of the said City to control said properties, to build and construct thereon structures and improvements which are of a nature usually found in conjunction with beach and recreational purposes; with the right and privilege of making such charges and rentals for camping and trailer spaces thereon as the Corporation may wish as a reasonable rate for maintaining said area. The Corporation is authorized to fill on the said properties and to build and construct breakwaters, docks and other facilities thereon as it may wish, provided, however, that the same be approved by the City prior to the construction thereof, and that the ownership be in the City; provided, further that the Corporation may also for upkeep and maintenance thereof make reasonable charges for any moorage and dockage for said facilites. The Corporation shall pay to the City for said license and concession the sum of $250.00 annually, payable on the last day of the year; and provided further, however, the improvements in any one year made to the City properties to the East of said Lakeshore Tourist Park shall be approved by the Council and after such approved be deducted from the $250.00 sum and said improvement shall carry over from year to year to apply upon further fees due from year to year.

The Corporation shall sub-lease or assign to the City as may be approved by the Northern Pacific Railway Company during the term of its primary lease that portion of said lease on the South end thereof to be occupied by the City's proposed boat basin, plus an addition 50 foot strip running East and West for road purposes for ingress and egress to said boat basin. (describe)


AVE
ERN PACIFIC RAILROAD
NDER LINE
CITY DOCK
25
24
2
ST
CITY
PARK
LUNDER PASS
1
95
10A
CREEK
AVE
8
AVE
ST
95
10A
9
16
ST RIVERSIDE
17
ST
TO SEATTLE
22
23

Item # 12.

Minutes 9/5/29

A. Montgomery	3.00	J. Gatzkiewicz	3.00	Frank Sargent	3.00
A. Chubb	5.00	W. Brittain	5.00	L. Ricard	5.00
A. Nelson	5.00	R. Dunn	5.00	Sandpoint Drug	2.15
Panada News S	.60	Coffer Auto W	3.25	Fred Chaney	97.00
Fred Chaney	4.00	Fred Chaney Asst	12.00	Frazier Groc Asst	61.75
Mt. States Pow	257.00	Robt Ellersick	20.00	Elsie Johnson	12.50
Lewis Fogel	4.00	C. A. Reece	45.36	R. Gatzkiewicz	106.00
A. H. Asher	110.00	Patricks Cafe	2.30	Frazier Groc Asst	40.00
Crescent Phar	2.80	Spt Auto Frt	1.00	Cranston Hdwe	25.38
Cady & Pier	54.53	Frazier Groc	4.05	F. M. Mitchell	1.35
Western Union	.78	Patrick Cafe	5.00	L. G. Thomason	16.38
Spt. Ice & Fuel	.75	M. W. Foster Hdwe	33.54	H. L. Mountjoy	12.35
City Water Asst	9.00	J. I. & Co Asst	35.00	Crane Co	140.67
Humbird L Co	2.04				

Councilman Adam recommended that a lease as previously outlined be given Mr. Krebs for a period of 20 years on the Tourist park. This recommendation being the recommendation of the Chamber of Commerce Committee. Attorney Asher seconded the recommendation and urged prompt action in the matter.
Councilman Cranston moved that the Council grant such lease for a period of 20 years and authorize the proper city officials to execute the insturment on behalf of the city. Seconded by Councilman Stebbins. Carried. With reference to an inquiry Mayor Brown inquired about the Tourist Park signs in the city streets.

Beach Tourist Park

Chief of Police Peters made inquiry as to ownership of the old Tourist Park. The matter was discussed it being apparent that ownership was still vested in the city, or through the Chamber of commerce.

Petitions for the formation of and Independent Highway district within the approximate boundary limits of the City of Sandpoint were presented. Attorney Asher stated that in his opinion future improvement in streets would be seriously impaired if the 10 mill general expense levy law was so interpreted by court action. Councilman Stebbins stated that the paving petitions were out but had received slow action. At this time the discussion of city street improvement and possible financial angles thereto with the present injunction suit coming up was general covering all phases of the question. Opinion was to the effect that the formation of a highway district would be good business.

Councilman Stebbins moved that the City Attorney be authorized to employ two men to circulate and obtain the reguired signatures on the petitions for the Highway district, and to direct the work as authorized by the Mayor and street and Alley Committee. Seconded by Councilman Cady. Carried.

Complaints were presented to the Council with reference to certain haulers of mill wood spilling same on the city streets to the serious danger of autos. Commissioner Nelson asked for some authority in handling the Problem. Councilman Cady stated that many cars were being injured. Councilman Cady moved that the Chief of Police be instructed to take action in the matter and require the wood haulers to keep same off the streets or be prosecuted. Seconded by Councilman Frazier. Carried.

Councilman Frazier stated that his attention had been dalled to certain parties having dumped trees in the lower city park. The Clerk was instructed to write to these parties concerning same advising that action would be taken if condition was not remedied.

Councilman Cranston made inquiry as to permitting the Mountain States Power company to break the curbing when setting new poles. Councilman Stebbins also brought up the matter of new lights especially with reference to in front of Phinney Hospital and other petitions already before the councils attention. The Street and Alley Committee was asked to get in touch with the Power Company and settle these problems as best could be done without any formal action.

Councilman Cady asked the City Attorney for advise in getting an alley opened up. Motion to adjourn. Carried.

9-5-29

REGULAR MEETING MAYOR AND COUNCIL
July 18, 1929

Mayor Brown called for roll call at 8:30P.M. but only three Councilmen responded present, and it appearing that the counter attraction of the show or other reasons had detained the balance of the Councilmen, a quorum was declared as not present and the Mayor adjourned the meeting until 9:00 A. M. July 19, 1929.

F. H. Strong, Clerk. H. E. Brown, Mayor.

ADJOURNED MEETING MAYOR AND COUNCIL
July 19, 1929.

Roll Call: Councilman Stebbins absent.

Minutes of previous meeting read and approved.

No reports of officers or committees submitted.

At this time Mayor Brown announced that he had appointed WM. Cady as Councilman for the third Ward to take the place of C. J. Jacobson, resigned.

Councilman Adam moved, seconded by Councilman Frazier, that the appointment of Wm. Cady as councilman from the third Ward be Confirmed. Carried.

Councilman Adam moved, seconded by Councilman Cranston, that the Pend d'Oreille Review be designated as official paper in the publication of Ordinance 270. Carried

Councilman Adam, Chairman of the Finance Committee, presented ordinance 270, the annual appropriation ordinance, and moved that same be given its first reading. Seconded by Councilman Cranston. Carried. The Ordinance was read by the Clerk.

Councilman Frazier, seconded by councilman Cranston, moved that the rules be suspended and that ordinance No 270 be given its second reading. Carried. The ordinance was read by the Clerk.

Councilman Cranston, seconded by Councilman Frazier, moved that the rules be suspended and that Ordinance No. 270 be given its third and final reading. Carried. The ordinance was read by the Clerk.

Councilman Cranston, seconded by Councilman Adam, moved that the ordinance No. 270 as read be passed. Carried.

Beach Tourist Park

Councilman Adam suggested that some action be taken in the matter of defining the length the lease which the city was executing with Mr. Krebs on the Tourist Park was to run. The Matter was discussed. Some thought ten years was too short a time considering the contemplated improvements. No time was set.

Mayor Brown referred this matter to the Council Committee working on same to consult with the Chamber of Commerce committee and arrive at an equitable solution, and gave them power to act upon advise of the City attorney.

Motion to adjourn. Carried.

F H Strong Clerk H. E. Brown, Mayor.

7-18-29

H. A. Sewell	1100.24	Stevens & Koon	283.69	SI Ry Co	303.57
Fraz Groc Asst	15.00	Economy Groc/A/C		Frank Sefviss	29.00
R. Gatzkeiwicz	90.00	F. Groc Asst	100.00	Claud Moody	44.00
Spt. Drug	3.55	Arnett & Son	22.70	Hughes & Co	111.94
Crane Co	73.94	Panida N Stand	4.35	L. G. Tomason	27.53
L. A. Snow Co	27.56	Economy Fuel Co	6.50	Sandpoint A Frt	3.30
Cady & Pier	79.56	W. Ellbson	9.00	MWFoster	40.03
National Meter Co	82.42	Als Dray Line	7.59	Lyons Print	6.00
H. L. Mountjoy	1.00	J. L. & Co Asst	5.00	Int. Utilities	1.50
Daily Bulletin	4.60	Daily Panidan	4.60	J. L & Co Asst	35.00
Frazier Groc	35.00	Mer. Del.	3.50	Lincoln Garage	26.37
P. M. Mitchell	9.00	Chas H. Pike	38.65	Cranston Bros	11.12
Economy Fuel	3.50				

A letter was read from Attorney Myrvin Davis, representing Mrs. Susan Kern, alleged to have been injured while crossing city streets, and requesting That the City recompense her to the amount of $400.00. Mayor Brown requested the City Attorney for an opinion on same and Mr. Asher stated that in his opinion no evidence of liability for negligence on the part of the city had been shown, same being a condition of weather. Councilman Stebbins moved that the matter be laid on the table. Seconded by Councilman Frazier. Carried.

A Letter from the Pend d'Oreille Creamery Co requesting that Oak from Fifth/Ave./ff Fourth to the SI Tracks be resurfaced was read. Mayor Brown referred this to the Street and Alley Comm.

At this time the imperative need for better street conditions in Sandpoint and necessity of finance to cover same was discussed. The Independent Road District movement of same time ago was revived and the Council was of the opinion that this was the only possible solution of attaining the desired situation.

Councilman Stebbins moved that the City Attorney draw up the necessary petition for presentment to the County Commissioners as initial step in the formation of an Independent Highway district. Seconded by Councilman Leisming. Carried.

A letter was read from the Northern Pacific with reference to the sub-lease of the Tourist park, advising that this had been OKed and asking that the original lease be returned so that this be incorporated therein. Referred to Attorney Asher. } Beach & Tourist park

A letter from Mr. Asher advising the City to make an accurate examination of the defective sidewalk in Dist. No. 13, to have a report filed and information given to the contracting and bonding company. He enclosed a letter from Mr. Kiely who stated that he wanted information and was glad to do what was right in the matter.

The Resignation of Councilman Jacobson was brought up. Councilman Frazier moved, seconded by Councilman Adam that the resignation of Councilman Jacobson be accepted. Carried.

Mayor Brown stated that he was not read to present the name of anyone to fill the vacancy but that by the next council meeting he would try and have and appointee.

Meeting adjourned.

H Strong Clerk

H. E. Brown, Mayor

7-4-29

Minutes 5/2/29

Item # 12.

The Clerk reported that he had taken up the matter of the sidewalk on Main and that it would probably be laid without further action from the city.

Mayor Brown asked for Council action on Mr. Sullivans recommendations on the Pine Street paving. Councilman Adma seconded by Councilman Stebbins moved that the matter be referred to the S & A Comm. with power to act. Carried.

Councilman Frazier informed the Council that in his opinion existing ordinances covering the dumping of rubbish etc be strictly enforced henceforth, expecially that the town was all cleaned up for a good starter. Mayor Brown stated that He had looked up the Law on this and believed the ordinances fully covered the matter and he would instruct the Police department to see that it was followed. The matter was referred to the Health and Sanitation Comm to work out a program and with powr to act.

Mr. R. S. McCrea Addressed the council stating that the tourist park which was on ground leased to the City by the NP Ry co and which had been handled in the past by the Chamber of Commerce, now required more fixing up to compete with the present demand of motorists, that the expense so required was greater than the Chamber could expend, however that they were in receipt of an application to sub-lease and he felt that if the required lease could be obtained from the NP for the prospective leasor, Mr. H. E. Krebs, that a fine park could be maintained. Attorney Asher recommended that the city try and obtain such lease for Mr. Krebs. Councilman Frazier moved that the City take measures to get a proper lease for Mr. Krebs to carry out the suggestions of the Chamber of Commerce. Seconded by Councilman Cranston. Carried.

Mayor Brown Appointed Councilman Cranston chairman, and Councilmen Stebbins and Frazier additional members of a canvassing board to canvass the returns of the Municipal election of April 23, 1929.

The judges reports and books were examined and checked and the following vote was reported to the Clerk.

For Mayor	H. E. Brown	225 votes	
	Peter Johnson	1 vote	
	H. E. Thomason	2 votes	
	J. B. Gardner	1 vote	
	M. L. Bruce	1 vote	
For Clerk	F H Strong	230 votes	
For Treasurer	AK Bowden	226 votes	
For Councilman 1st Ward	A. M. Stebbins	227 votes	
	J. C. Cranston	229 votes	
For Councilmen 2nd Ward	O. S. Frazier	229 votes	
	Jos Leising	228 votes	
For Councilmen 3rd Ward	J. R. Adam	226 votes	
	C. J. Jacobson	226 votes	
	A. H. Allen	1 vote	
	Earl Greef	1 vote	
	C. F. Ewing	1 vote	
	Chris Larson	1 vote	
To raise a Band fund not exceeding 1 mill levy	Yes	147 votes	
	No	63 votes	

Thereupon ~~the~~ Mayor Brown declared as having received a majority vote and thereby having been duly elected for the next administration, the following as indicated: Mayor H. E. Brown, Clerk F. H. Strong, Treasurer A. K. Bowden, Councilmen A. M. Stebbins, J. C. Cranston, O. S. Frazier, Jos. Leising, J. R. Adam, C. J. Jacobson. He further declared that the vote for Yes on the Band Levy had carried.

There being no further business to transact, motion to adjourn was in order and wherefore and by which there passed into the realm of history, (if not the handsomest one of the busiest administrations presided.)

F. H. Strong, Clerk

H. E. Brown Mayor

5-2-29

498

prepare recommendations for amendment of the present ordinance covering and report back at the next meeting.

Attorney Asher stated that the negotiations with the Chicago Bonding house offering the best proposition were progressing satisfactorily and that the terms as outlined in the City's proposition were acceptable. Mr. Asher further stated that he had done considerable work in getting the preliminary work completed and that he expected the matter to be shortly in hand so that Council Ratification could be made.

The request of the Street Commissioner in his report relative to opening of two alleys was referred to the S. & Alley Committee.

Councilman Cranston stated that a short sidewalk across the alley on the Post office building block was needed. This was referred to the Street and Alley Committee with power to act.

Councilman Cranston introduced a petition carrying certified signatures of more than 60% of the resident property owners in a proposed improvement district, requesting the Council to create an improvement district for the purpose of paving Euclid Ave south to Lakeside Blvd. East to Huron and up Huron to the south line of Antone Street. Short discussion was made as to costs and estimates etc. Approximate costs for the 20 ft [illegible] paving were $ 5.00 for paving, 2.50 for excavating and drainage and 50 for misc, a total of approximately 8.00 per lineal foot. The proposed ordinance of intention, No. 286 was read by the Clerk. It was moved by Councilman Cranston that the rules be suspended and the proposed ordinance be given its second reading. Seconded by Councilman Adam. Carried. Moved by Councilman Cranston that the rules be suspended and the proposed ordinance be given its third and final reading. Seconded by Councilman Adam. Carried. Moved by Councilman Cranston seconded by Councilman Adam that the ordinance be passed. Carried.

The Clerk stated that he had been given several petitions from districts in the west part of town calling for sidewalk improvements. Some of the petitions calling for cement sidewalks carried without doubt the requisite number of signatures while others were doubtful. The was also a question relative to certain parties putting in their own walks in the proposed districts. This latter questions was ruled OK if the work was done previous to the forming of an improvement district. Mr. E. J. Elliott at this time rose and requested that the council hurry up the sidewalk proposition as summer would soon find winter coming. Councilman Adam suggested that the Mayor employ some competent party to immediately go over the district and ascertain the resident and non resident property owners, to check the signatures on the petitions and in general create a definite map of the district so that definite action could be taken shortly. Mr. Brown thought it best to include estimates for four and five foot walks and find out what size was wanted. After discussion Mayor Brown referred the matter to the S. & A. Committee authorizing them to hire the party to make this survey and if the data was assembled in time to call for a special meeting of the council to pass on same. Councilman Adam put this in the form of a motion which was seconded by Councilman Cranston and upon vote was carried.

Mr. Elliott reported that press of business had curtailed his investigations on the light and power propositions but that he made a trip into Montana and give the council some interesting figures in comparison of Havre, Mont lighting and Sandpoint lighting. Councilman Cranston did some figuring and informed the Council that if Sandpoint were to get "lit up" on the same scale at our present rates it would take $15000 a year to pay the bill.

A representative of a steel pipe concern addressed the council shortly on the merits of his product but no action was taken.

Councilman Adam brought up the matter of the yearly park fund and the clerk was authorized to go into the matter with Treasurer Howden and work out a legal method to have this fund applied [illegible] purpose for which it was appropriated.

4-19-28

BONNER COUNTY
ABSTRACT
CO.
SANDPOINT, IDAHO

56215

NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called the Railway Company, in consideration of the rents to be paid and covenants to be performed by the City of Sandpoint, hereinafter called the lessee, leases to the lessee the following premises at Sandpoint, Idaho, to-wit:

All that portion of Lot 2 and the SW¼ of Sec 23 Tp 57 NR2 WBM, Bonner County, Idaho, lying between two lines drawn parallel with and distant respectively 100 feet and 200 feet Easterly, when measured at right angles, from the center line of the main track of the N.P. Ry Co. as the same is now constructed and operated, said strip lying between the South line of said Sec 23 and the Southerly line of the City Dock produced West.

To have and to hold, subject to the provisions following, and until this lease is terminated as hereinafter provided;

1. As rental the lessee shall pay the sum of $1.00, receipt of which is hereby acknowledged, for the full term hereof, together with all taxes and assessments levied against the premises during the term.

2. The lessee will occupy the premises for park purposes and will, during the term continue to use the premises for that purpose and for no other. Without the written consent of the Ry. Co. the Lessee will not assign the lease or any interest therein, or sublet.

3. The railway Company may terminate this lease at any time upon written notice of not less than ninety days, with or without assigning any reason therefor, and the lessee agrees to surrender and vacate the premises immediately upon the termination of this lease.

4. The Railway Company shall not be held liable or be assessed for any of the expense for the construction or maintenance of said park.

5. The Railway Company maintains its railroad bridge over Lake Pend d'Oreille, in the vicinity of the premises, and regards it important to the safety of the bridge that the water way shall not be narrowed unduly. It is therefore made a condition of this lease that the lessee shall not extend the premises into the waters of Lake Pend d'Oreille by filling beyond the East abutment of said bridge, without the written consent of the Railway Company.

6. The rights herein granted are subject to the rights granted City of Sandpoint, under highway easement No. 22715, dated February 7, 1910, and water pipe line permit No. 35193, dated September 1, 1919, and to the rights granted to Mountain States Power Company and the Interstate Utilities Company, under Under Electric Line Crossing Permit No. 35306, dated October 1, 1919.

7. This lease is effective as of April 30, 1922.

IN WITNESS WHEREOF, the parties have executed these presents this 12th day of July, 1922.

7-12-2

Instrument # 927848
Bonner County, Sandpoint, Idaho
09/14/2018 01:13:02 PM No. of Pages: 2
Recorded for: SANDPOINT TITLE INSURANCE
Michael W. Rosedale Fee: $15.00
Ex-Officio Recorder Deputy cbrannon
Index to: WARRANTY DEED

STI
SANDPOINT TITLE INSURANCE
LOCAL ROOTS, SUPERIOR SERVICE

After recording mail to: Grantee

WARRANTY DEED

Escrow No. **67058-JEN**

FOR VALUE RECEIVED

Allen G. Cox Family, LLC, an Idaho Limited Liability Company, as successor to Allen G. Cox Estate and Jacquita D. Cox, a Widow

the Grantor do(es) hereby grant, bargain, sell and convey unto

Allen G. Cox Family, LLC, an Idaho Limited Liability Company

the Grantee whose current address is: **Po Box 128**
Sandpoint, ID 83864

the following described premises in **Bonner** County, **Idaho**, to-wit:

A tract of land located in a portion of Section 23, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 23; thence N 89° 55' 47" E along the North line of said Section 23 a distance of 130.95 feet (record=N 89° 54' 00" E, 130.58 feet) to an intersection with the East right-of-way of the Burlington Northern-Santa Fe Railroad; thence S 10° 45' 10" E (record=S 10° 47' 08" E) along said right-of-way a distance of 171.53 feet to a point, said point being the TRUE POINT OF BEGINNING; thence continuing Southerly along said right-of-way a distance of 2880.00 feet, more or less, to an intersection with the North bank of the Original Channel of Sand Creek; thence Westerly along said North bank to a point that is 50.00 feet Easterly of, as measured at right angles to, the centerline of said Burlington Northern-Santa Fe Railroad right-of-way; thence Northerly parallel to and 50.00 feet Easterly of said centerline a distance of 2880 feet, more or less, to a point that is S 79° 14' 50" W (record=S 79°12' 52" W) a distance of 150.00 feet from the True Point of Beginning; thence N 79° 14' 50" E (record= N 79° 12' 52" E) a distance of 150.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM

A tract of land located in a portion of Section 23, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 23; thence N 89° 55' 47" E along North line of said Section 23 a distance of 130.95 feet (record=N 89°54' 00" E, 130.58 feet) to an intersection with the East right-of-way of the Burlington Northern-Santa Fe Railroad; thence 10° 45' 10" E (record=S 10° 47' 08" E) along said right-of-way a distance of 171.53 feet to a point, said point being the TRUE POINT OF BEGINNING; thence continuing along said right-of-way S 10° 45' 10" E a distance of 1613.21 feet; thence leaving said right-of-way S 79° 14' 50" W a distance of 30.00 feet; thence S 74° 21' 17" W a distance of 70.00 feet; thence N 84° 17' 09" W a distance of 43.00 feet; thence N 34° 16' 36" W a distance of 22.64 feet to a point that is 50.00 feet Easterly of, as measured at right angles to, the centerline of said Burlington Northern-Santa Fe Railroad right-of-way; thence N 10° 45' 10" W parallel to and 50.00 feet Easterly of said centerline a distance of

Unofficial Document

1586.41 feet; thence N 79° 14' 50" E (record=N 79° 12' 52" E) a distance of 150.00 feet to the TRUE POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , their heirs and assigns forever. And the Grantor does hereby covenant to and with the Grantee , that it is the owner in fee simple determinable of said premises; that they are free from all encumbrances EXCEPT all easements, right of ways, covenants, restrictions, reservations of record and taxes and assessments, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: Sept 14, 2018

Jacquita D Cox by Peter N Ferrick

Allen G. Cox Family, LLC, an Idaho Limited Liability Company

Jacquita D. Cox by Peter N. Ferrick as her Attorney in Fact

By: Adrian Cox, Manager

STATE OF **IDAHO** }
}SS.
COUNTY OF **BONNER** }

On this 14th day of SEPTEMBER, 2018, before me, a Notary Public in and for said state, personally appeared **ADRIAN COX** known or identified to me to be the Managing Member in the Limited Liability Company known as **ALLEN G. COX FAMILY, LLC** who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

THOMAS E WILLIAMS
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for the State of **Idaho**
Residing at: **SANDPOINT**
Commission Expires: 8/17/24

STATE OF **IDAHO** }
}SS.
COUNTY OF **BONNER** }

On this 14th day of **SEPTEMBER, 2018**, before me, a Notary Public in and for said state, personally appeared known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact by **PETER N. FERRICK**, and acknowledged to me that **HE** subscribed the name of **JACQUITA D. COX** as principal and his own name as Attorney-in-fact.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

THOMAS E WILLIAMS
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for the State of **IDAHO**
Residing at: **SANDPOINT**
Commission Expires: 8/17/24

Unofficial Document

Instrument # 999361
Bonner County, Sandpoint, Idaho
01/21/2022 08:31:32 AM No. of Pages: 13
Recorded for: CITY OF SANDPOINT
Michael W. Rosedale Fee: $0.00
Ex-Officio Recorder Deputy CB
Index to: CONDITIONS COVENANTS & RESTRICTIONS

City of Sandpoint, Bonner County, Idaho

AGREEMENT FOR TRANSFER OF RESTRICTIVE COVENANT

Between:
BNSF Railway Company
City of Sandpoint
Allen G. Cox Family, LLC

Property Reference:
A parcel of land being a portion of Government Lot 2, Section 23, Township 57 North, Range 2 West, B.M., City of Sandpoint, Bonner County, Idaho,
more particularly described within the document that is the subject of this recording.

January 21, 2022

Unofficial Document

Recording requested by:
City of Sandpoint, Idaho
1123 Lake Street
Sandpoint, Idaho 83864

AGREEMENT FOR TRANSFER OF RESTRICTIVE COVENANT

This Agreement is made and entered into this 16th day of December, 2021, by and between the following: BNSF RAILWAY COMPANY, a Delaware corporation, of 2500 Lou Menk Drive, Fort Worth, Texas, 86131 (BNSF); THE CITY OF SANDPOINT, a political subdivision of the State of Idaho, of 1123 Lake Street, Sandpoint, Idaho 83864 (the CITY); and the ALLEN G. COX FAMILY, LLC, an Idaho Limited Liability Company, of 210 East Superior Street, Sandpoint, Idaho 83864. BNSF, the CITY and COX are sometimes referred to herein as a "party", or "parties."

WHEREAS, on or about June 27, 1922, Northern Pacific Railway Company, predecessor to BNSF, conveyed certain real property to the CITY, which included the following described parcel, located in Sandpoint, Bonner County, Idaho, more particularly described as follows:

> A parcel of land being a portion of Government Lot 2, Section 23, Township 57 North, Range 2 West, B.M., City of Sandpoint, Bonner County, Idaho, and being more particularly described as follows:
>
> **COMMENCING** at the northwest corner of said Section 23, which falls in a building per CP&F filed September 25, 1984;
>
> Thence along the North line of said Section 23, North 89°30'59"

Unofficial Document

East, 130.95 feet to an intersection with the original East right-of-way of the Burlington Northern-Santa Fe Railroad;

Thence along said original right-of-way, South 10°11'59" East, 1813.24 feet to an intersection with the southerly edge of an existing sidewalk and the **TRUE POINT OF BEGINNING;**

Thence along the East line of that parcel described in Warranty Deed, Instrument No. 927848, records of Bonner County, Idaho, South 10°11'51" East, 523.65 feet to an intersection with the northerly edge of an existing sidewalk;

Thence along said northerly edge, the following two (2) courses:

1. South 82°00'54" East, 29.35 feet;

2. South 83°00'47" East, 104.59 feet to the westerly edge of an existing sidewalk;

Thence along said westerly edge, the following three (3) courses:

1. North 10°33'50" West, 491.72 feet;

2. Thence along a non-tangent curve to the right, having a delta angle of 38°42'41", a radius of 45.28 feet, an arc length of 30.59 feet, and a chord bearing of North 10°28'20" East, 30.01 feet;

3. Thence with a reverse curve to the left, having a delta angle of 126°54'43", a radius of 1.91 feet, an arc length of 4.23 feet, and a chord bearing of North 23°34'09" West, 3.42 feet to said southerly edge of an existing sidewalk;

Thence along said southerly edge, the following six (6) courses:

1. North 80°28'31" West, 21.78 feet;

2. Thence North 81°57'44" West, 39.62 feet;

3. Thence North 84°03'18" West, 29.25 feet;

4. Thence along a non-tangent curve to the right, having a delta angle of 35°43'09", a radius of 29.43 feet, an arc length of 18.35 feet, and a chord bearing of North 73°36'18" West, 18.05 feet;

Unofficial Document

5. Thence with a reverse curve to the left having a delta angle of 64°09'14", a radius of 7.58 feet, an arc length of 8.49 feet, and a chord bearing of North 76°04'58" West, 8.05 feet;

6. Thence South 69°03'09" West, 5.76 feet;

7. Thence along a non-tangent curve to the right having a delta angle of 40°08'13", a radius of 28.06 feet, an arc length of 19.66 feet, and a chord bearing of South 87°02'58" West, 19.26 feet to said parcel described in Warranty Deed, Instrument No. 927848, and the **TRUE POINT OF BEGINNING,** encompassing an area of 1.53 acres.

(the "City Beach Property"); said conveyance was made by Grant Deed, recorded in Book 38 of Deeds, Page 257, records of Bonner County, Idaho: and

WHEREAS, on or about June 12, 1975, Burlington Northern, Inc., successor to Northern Pacific Railway Company, and predecessor to BNSF; recorded a Correction and Confirmation Deed, which corrected the legal description of the real property previously conveyed to the CITY by Northern Pacific Railway Company, recorded as Instrument No. 166663, records of Bonner County, Idaho; and

WHEREAS, both the Grant Deed memorializing the conveyance from Northern Pacific Railway Company, and the Correction and Confirmation Deed memorializing the conveyance from Burlington Northern, Inc., contain a covenant, which provides:

> TO HAVE AND TO HOLD, unto the grantee (City of Sandpoint) only so long as the premises are used for park purposes, and upon the express condition that there shall be no grade crossings now or hereafter opened across the grantor's tracks, and the grantor shall be exempt from any assessment for the improvement or maintenance of the park and also from any expense for opening, constructing or maintaining undercrossings on the grantor's railroad right of way. Should the premises cease to be used for park purposes, or should the grantee fail to observe any of the conditions of this grant, this instrument shall become null and void, and the premises immediately revert to the grantor, who may forthwith resume possession.

Unofficial Document

(the "Restrictive Covenant"); and

WHEREAS, on or about November 18, 2020, the CITY and COX agreed to exchange real property pursuant to Idaho Code Section 50-1401 and 1402, said exchange confirmed by Resolution of the Sandpoint City Council, December 16, 2021, with COX to receive the City Beach Property, and the CITY to receive the following described real property, located in Sandpoint, Bonner County, Idaho, more particularly described as follows:

A parcel of land being a portion of Government Lot 2 and a portion of the Northwest quarter of the Southwest quarter (NW/4-SW/4) located in Section 23, Township 57 North, Range 2 West, B.M., City of Sandpoint, Bonner County, Idaho, and being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 23, which falls in a building per CP&F filed September 25, 1984;

Thence along the North line of said Section 23, North 89°30'59" East, 130.95 feet to the intersection with the original East right-of-way of the Burlington Northern-Santa Fe Railroad;

Thence along said original right-of-way, South 10°11'51" East, 1813.24 feet to an intersection with the southerly edge of an existing sidewalk;

Thence along the East line of that parcel described in Warranty Deed Instrument No. 927848, records of Bonner County, Idaho, South 10°11'51" East, 523.65 feet to an intersection with the northerly edge of an existing sidewalk;

Thence leaving said edge of sidewalk and continuing along said East line, South 10°11'51" East, 62.88 feet to the intersection with the Southerly right of way line of "Bridge Street", a 60 foot-wide public right of way per Correction and Confirmation Deed Instrument No. 166663, and being the **TRUE POINT OF BEGINNING**;

Thence continuing along said East line the following three (3) courses:

1. South 10°11'51" East, 122.04 feet to a point of spiral curvature;

2. Thence along said spiral curve, who has a chord bearing and distance of South 10°59'58" East, 156.35 feet to a point of curvature to the left;

Unofficial Document

3. Thence along said curve to the left, which is concave to the Northeast having a central angle of 012°29'43", a radius of 1710.73 feet, an arc distance of 373.09 feet and a chord bearing and distance of South 18°55'08" East, 372.35 feet, to the intersection with the North bank of the original channel of "Sand Creek", as stated in said Warranty Deed Instrument No. 927848;

Thence leaving said East line and along the said original North bank of "Sand Creek", South 84°34'45" West, 158.55 feet to a point of non-tangent curvature to the right and being on the existing Easterly right of way of the Burlington Northern-Santa Fe (B.N.S.F.) Railroad;

Thence leaving said original North bank and along said B.N.S.F. Railroad existing Easterly right of way the following three (3) courses:

1. Along a non-tangent curve to the right which has a delta angle of 010°50'45", a radius of 1860.73 feet, an arc length of 352.23 feet, and a chord bearing of
North 18°05'39" West, 351.70 feet, to a point of spiral curvature;

2. Thence along said spiral curve, a chord bearing and distance of North 11°01'00" West, 162.83 feet to a point of tangency;

3. Thence North 10°11'51" West, 157.62 feet to the intersection with the said Southerly right of way line of "Bridge Street", per said Correction and Confirmation Deed Instrument No. 166663;

Thence leaving said Easterly right of way line and along said Southerly right of way line for "Bridge Street" the following two (2) courses:

1. North 81°36'31" East, 40.61 feet to an angle point on said right of way line;

2. Thence, South 82°47'40" East, 114.66 feet to the **TRUE POINT OF BEGINNING,** encompassing an area of 2.29 acres.

(the "Cox Property"); and

WHEREAS, the parties agree that it is in their best interests to transfer the Restrictive Covenant which currently affects the City Beach Property to the Cox Property, prior to its conveyance to the CITY, so that the Restrictive Covenant will continue to affect the CITY'S real property located within and around the real property acquired as part of the above described conveyance.

Unofficial Document

NOW THEREFORE, for good and valuable consideration received and for mutual covenants herein made the parties hereby agree as follows:

1. BNSF hereby relinquishes its Restrictive Covenant affecting the City Beach Property, originally executed June 27, 1922, which is of no further force and effect on said property, only as to the property being conveyed to COX, the Restrictive Covenant will remain in place on the remaining property originally affected by the Restrictive Covenant.

2. The CITY shall convey the City Beach Property to COX, by Warranty Deed, which shall contain language regarding BNSF'S release of the Restrictive Covenant on the City Beach Property.

3. BNSF shall be entitled to a restrictive covenant on the Cox Property, identical to that originally affecting the City Beach Property.

4. COX shall convey the Cox Property to the CITY, by Warranty Deed, which shall contain a restrictive covenant identical to the one in place on the City Beach Property, which shall reference BNSF's right to place the restrictive covenant on that property as part of this Agreement, and which shall be stated as follows:

> TO HAVE AND TO HOLD, unto the grantee (City of Sandpoint) only so long as the premises are used for park purposes, and upon the express condition that there shall be no grade crossings now or hereafter opened across the grantor's tracks, and the grantor shall be exempt from any assessment for the improvement or maintenance of the park and also from any expense for opening, constructing or maintaining undercrossings on the grantor's railroad right of way. Should the premises cease to be used for park purposes, or should the grantee (City of Sandpoint) fail to observe any of the conditions of this grant, this instrument shall become null and void, and the premises immediately revert to BNSF Railway Company, who may forthwith resume possession.

5. The partial release of BNSF'S Restrictive Covenant on the City Beach

Unofficial Document

Property, and its right to place a restrictive covenant on Cox Property to be conveyed to the CITY, shall be appurtenant to and shall run with the land, and shall bind, burden and benefit each party's respective heirs, successors, and assigns.

6. Nothing contained in this Agreement is intended to remove the Restrictive Covenant from the remaining real property conveyed to it in the Grant Deed from Northern Pacific Railway Company, and the Correction and Confirmation Deed from Burlington Northern, Inc., referenced herein.

7. This Agreement, and all terms and conditions contained therein, shall be governed and construed according to the laws of the State of Idaho.

8. By their endorsements hereon, each of the parties agree to the terms and conditions to be performed by them as part of this Agreement.

IN WITNESS WHEREOF, the parties hereto grant said easements and agree as set forth above.

BNSF RAILWAY COMPANY

By Blaine Bilderback, its Director Real Estate

Unofficial Document

STATE OF TEXAS)
: ss.
County of Tarrant)

On this 10th day of December, 2021, before me, the undersigned, a Notary Public in and for the said State, personally appeared Blaine Bilderback, known to me to be the Director Real Estate of BNSF Railway Company, the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same on behalf of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date first above written.

Notary Public in and for State of Texas
Residing at: CARROLLTON, TX
Commission expires: 9/21/2024

RHONDA BURTON
Notary ID #3474626
My Commission Expires
September 21, 2024

Unofficial Document

CITY OF SANDPOINT

SHELBY ROGNSTAD, Mayor

STATE OF IDAHO)
: ss.
County of Bonner)

On this 15th day of December, 2021, before me, the undersigned, a Notary Public in and for the said State, personally appeared SHELBY ROGNSTAD, known to me to be the Mayor of the City of Sandpoint, Idaho, the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same on behalf of said City of Sandpoint, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date first above written.

Melissa Ward
Commission Number 14047
Notary Public
State of Idaho

Notary Public in and for:
Residing at:
Commission expires:

Unofficial Document

ALLEN G. COX FAMILY, LLC

ADRIAN A. COX, Manager

STATE OF IDAHO)
: ss.
County of Bonner)

On this 21st day of ~~December~~ January 2022, ~~2021~~, before me, the undersigned, a Notary Public in and for the said State, personally appeared ADRIAN A. COX, known to me to be the Managing Member of the Allen G. Cox Family, LLC, the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same on behalf of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date first above written.

Melissa Ward
Commission Number 16047
Notary Public
State of Idaho

Notary Public in and for: State of Idaho
Residing at: State of Idaho
Commission expires: 12/28/2022

Unofficial Document

Instrument # 990938
01/24/2022 08:31:32 AM Page 2 of 15

0004549255

STATE OF IDAHO
Office of the secretary of state, Lawerence Denney
ANNUAL REPORT
Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: $0.00

For Office Use Only
-FILED-
File #: 0004549255
Date Filed: 1/3/2022 11:32:33 AM

Entity Name and Mailing Address:

Entity Name:	ALLEN G. COX FAMILY, LLC
The file number of this entity on the records of the Idaho Secretary of State is:	0000046984
Address	210 E SUPERIOR ST SANDPOINT, ID 83864-1272

Entity Details:

Entity Status	Active-Existing
This entity is organized under the laws of:	IDAHO
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	W10862

The registered agent on record is:

Registered Agent	ADRIAN A COX Registered Agent Physical Address 210 E SUPERIOR SANDPOINT, ID 83864 Mailing Address

Limited Liability Company Managers and Members

Name	TItle	Business Address
ADRIAN A COX	Manager	PO BOX 128 SANDPOINT, ID 83864

The annual report must be signed by an authorized signer of the entity.
Job Title: controller

kyle jefferson — Sign Here
01/03/2022 — Date

Unofficial Document

Document is currently not available due to pending review by Secretary of State Lawrence Denney

Title & Escrow Services/USA

Main Office 4200 Buckingham Road, Suite 110
Fort Worth, Texas 76155-2685

O 817 230 2612/M 469 346 1194/F 312 470 5311
E-mail: rhonda.burton@am.jll.com

December 13, 2021

VIA FedEx Priority Overnight
Trk# 7754 7423 0800

CITY OF SANDPOINT
Attn: Jennifer Stapleton, City Administrator
1123 Lake Street
Sandpoint, ID 83864
P: 208.265.1483 M: 208.329.6078
jstapleton@sandpointidaho.gov

RE: Property: **Sandpoint, Bonner County, Idaho**
Transfer: **BNSF/City/Cox**

Dear Jennifer:

Congratulations! As promised, please find attached the following BNSF Delivery for your further handling:

- Agreement for Transfer of Restrictive Covenant ("Agreement") – please secure balance of signatures before you submit for recording in Bonner County, ID
  - NOTE: please return a copy of the fully executed Agreement to the undersigned. And follow with recording of same when available to complete this closing.

After recording, please provide me with a copy via mail; e-mail at rhonda.burton@am.jll.com OR fax by dialing (312)-470-5311 to finalize the closing and assist in updating Seller's Property Inventory Management System and mapping records.

Please call me if you have any questions or concerns or need anything further. JLL is acting as representative for BNSF Railway Company – we appreciate your business.

Very truly yours,

Rhonda Burton

Rhonda Burton
Director, Specialist Advisory

Enclosure
cc: adorman@lclattorneys.com
adrian@sandida.com
tim.sharman@am.jll.com

Unofficial Document

AVERILL
HOSPITALITY

October 15, 2025

Dear Mayor Grimm and Council Members,

On behalf of Averill Hospitality, I would like to thank the City for its continued investment in improving Sandpoint's waterfront and for the collaborative spirit that has guided this process. We share the City's commitment to enhancing public access, strengthening the local economy, and preserving the natural beauty that defines Sandpoint.

However, I must be direct and clear: the Sandpoint Lakeside Resort project will not proceed if the City redevelops the existing City Beach RV Park into any use other than parking. The character, density, and proximity of an active RV park are incompatible with the level of guest experience, design quality, and market positioning of the proposed four-star waterfront resort. Proceeding with the RV park redevelopment would jeopardize the hotel's feasibility and eliminate the economic and community benefits this project is poised to deliver.

The resort represents a once-in-a-generation private investment in Sandpoint—creating new jobs, significantly expanding the tax base, and generating long-term revenue that supports the City's infrastructure and tourism economy. To protect that investment and ensure a compatible and cohesive waterfront plan, we respectfully request that the City formally commit to limiting the existing RV park site to parking use only, primarily serving vehicles and boat trailers for City Beach and marina users.

To strengthen this commitment and ensure a public benefit, Averill Hospitality is prepared to redevelop the current RV park parcel at our own expense into a high-quality, landscaped parking facility that improves aesthetics, circulation, and public access. This investment would relieve the City of redevelopment costs while enhancing the overall visitor experience along the waterfront.

Further, to support the City's financial objectives, we are offering two potential structures for this arrangement:

1. Long-Term Lease Option
    - Averill Hospitality would lease the existing RV park property for use as improved boat and vehicle parking, ensuring continued public access.
    - We would provide annual rent equal to 110 percent of the City's projected net revenues from the proposed RV park redevelopment.
    - The lease would have a 30-year term with renewal options, providing the City with stable, long-term income without any capital or operational expense.

2. Purchase Option

1380 Wisconsin Avenue | Whitefish, Montana 59937
406.863.4000 | Toll-free 1.877.887.4026 | Fax 406.863.2750 | averillhospitality.com

AVERILL
HOSPITALITY

- Alternatively, Averill Hospitality is prepared to purchase the property at fair market value, as determined by an independent appraisal acceptable to both parties.
  - This would provide the City with immediate, unrestricted capital to reinvest in waterfront or community improvements while ensuring long-term compatibility and stewardship of the site.

We respectfully request that the Council pause all efforts related to the RV park and allow this proposal to be evaluated in good faith. Averill Hospitality is ready to meet immediately with City leadership to finalize a mutually beneficial agreement.

To be clear, the **Sandpoint Lakeside Resort cannot move forward without a binding agreement** that the adjacent parcel will be reserved exclusively for parking use serving City Beach and the marina. This is a critical condition for the project's success and for securing investor and lender confidence.

Thank you for your thoughtful consideration. We believe this path best aligns the City's financial and community interests with the shared goal of creating a world-class waterfront and a sustainable economic future for Sandpoint.

Sincerely,

AuthentiSign
Dan Averill

Dan Averill
Owner
Averill Hospitality

10/15/25

Outlook

RE: AH - Averill letter to City regarding RV park

From Ben McGrann <ben@actusprojects.com>

Date Mon 10/27/2025 7:35 AM

To Jeremy Grimm <jgrimm@sandpointidaho.gov>; Jason Welker <jwelker@sandpointidaho.gov>; Brian Averill <brian@averillhospitality.com>; dan averill <danlaverill@yahoo.com>; Dan Averill <danlaverill@icloud.com>; danLaverill406@gmail.com <danlaverill406@gmail.com>

Cc Zach Jones <zjones@lclattorneys.com>

[Caution] This email originated from outside the City of Sandpoint organization. **Do not** click on links or open attachments unless you recognize the sender and know it's safe. When in doubt contact the IT Department

Hi Jeremy,

Thank you for the clarification. As the City considers future use of the adjacent property currently operating as the City RV Park, Averill Hospitality respectfully submits this position statement outlining our concerns with continued RV use and our recommendation to redevelop the area for an event space, boat-trailer, and general public parking to better serve City Beach and the broader community.

Concerns with Continued RV Park Use

1. **Inconsistent Land Use and Brand Conflict**
   The proposed resort and an RV park are inherently incompatible. A four-star hotel environment requires a setting that reflects quality, comfort, and aesthetic cohesion. The transient and utilitarian nature of RV operations conflicts with the resort's high-end guest experience and undermines Sandpoint's image as a refined waterfront destination.
2. **Negative Visual and Experiential Impacts**
   RV sites introduce visual clutter, exposed utilities, and waste-disposal facilities that detract from the waterfront character. Guests and visitors entering the City Beach corridor would experience a diminished sense of place, contrary to the City's tourism and design objectives.
3. **Conflict with City's Long-Term Vision**
   Sandpoint's Comprehensive Plan and City Beach Master Plan emphasize public access, recreation, and scenic quality. Maintaining an RV park on prime waterfront property does not align with these goals or with the City's ongoing efforts to elevate its tourism identity. **The Design plan accepted by the City Council designates this area as boat trailer parking.**
4. **Economic Inefficiency of Land Use**
   An RV park provides limited public benefit relative to the value of the land it occupies. By comparison, the resort will generate substantial room taxes, sales taxes, and year-round employment, while improved parking infrastructure would serve thousands of annual lake and beach users.
5. **Noise, Odor, and Utility Conflicts**
   RV operations often involve generators, fuel storage, campfires, and late-night activity that would conflict with resort operations, guest comfort, and safety standards.
6. **Security and Privacy Concerns**
   The open, transient nature of RV occupancy creates challenges for managing access and security

along the shared waterfront, conflicting with the resort's need for controlled environments for weddings, events, and guest privacy.

7. **Devaluation of Private Investment**
   Averill Hospitality's investment brings significant economic and community benefits to Sandpoint. Incompatible land use adjacent to the project risks diminishing the return on that investment and could affect future private-sector participation in waterfront revitalization.

Recommendation: Redevelopment as Boat-Trailer Parking and Community Event Space

Averill Hospitality recommends that the current RV park area be **redeveloped into a shared-use facility** that combines **boat-trailer parking, general public parking, and flexible community event space**. This concept supports lake access, enhances waterfront operations, and provides a venue for Sandpoint's signature events such as the **Chafe 150, summer concerts, festivals, and community fundraisers**.

The proposed configuration allows for seasonal adaptability—functioning as a trailer and overflow parking lot during peak boating months and transitioning into an event and gathering area during off-peak or programmed community use.

Key Advantages

1. **Supports Public Recreation and Access**
   Provides essential trailer parking near the boat launch, reducing congestion at City Beach, while improving access for residents and visitors using the lake.
2. **Creates a Waterfront Community Event Venue**
   Incorporates open hardscape and utility connections suitable for staging community events such as the Chafe 150, outdoor concerts, markets, or festivals—complementing *The Point*'s event programming and strengthening Sandpoint's identity as a year-round gathering place.
3. **Maximizes Public Benefit per Acre**
   A shared-use parking and event facility serves thousands of residents and visitors annually, providing far greater community value than an RV park's limited overnight use.
4. **Enhances Visitor and Event Experience**
   Moves boat-trailer parking out of the main City Beach core, freeing up prime lakefront spaces for families, pedestrians, and day visitors, while providing accessible parking and event staging areas adjacent to downtown and the resort.
5. **Improves Traffic Flow and Safety**
   A purpose-designed layout can separate pedestrian and large-vehicle circulation, reduce congestion at City Beach, and improve ingress and egress for trailers and event traffic.
6. **Reduces Infrastructure and Maintenance Costs**
   Requires only modest infrastructure—paving, lighting, and stormwater improvements—while avoiding costly RV hookups or sewage systems. Maintenance remains low, and the area's flexible design accommodates multiple community uses throughout the year.
7. **Preserves Long-Term Flexibility for Public Use**
   A multi-purpose open-space design ensures future adaptability for new waterfront initiatives, public-private partnerships, or future City Beach expansion opportunities.

Conclusion

Redevelopment of the existing RV park area into event space, structured boat-trailer and general parking provides a balanced solution that:

1. Enhances access and functionality of Sandpoint's most important public waterfront asset;
2. Aligns with the City's recreation and economic development goals; and
3. Complements the quality, scale, and community investment of *The Point* Resort.

Averill Hospitality is committed to working collaboratively with City leadership and staff to advance a unified waterfront plan that strengthens Sandpoint's position as the region's premier lakefront destination.

Best regards,

Ben

Ben@ActusProjects.com
206.696.8239
Actus
Ideas into Action

From: Jeremy Grimm <jgrimm@sandpointidaho.gov>
Sent: Thursday, October 23, 2025 12:02 PM
To: Ben McGrann <ben@actusprojects.com>; Jason Welker <jwelker@sandpointidaho.gov>; Brian Averill <brian@averillhospitality.com>; dan averill <danlaverill@yahoo.com>; Dan Averill <danlaverill@icloud.com>
Cc: Zach Jones <zjones@lclattorneys.com>
Subject: RE: AH - Averill letter to City regarding RV park

HI Ben,

Regarding your request for a collaborative working session on the staff report, I want to clarify that the preparation of staff reports is an internal City function. These documents are required to be objective analyses prepared independently by City staff. Because both the report and related correspondence (including this email) are public records, it's important that we maintain transparency and preserve public confidence in the process by not jointly drafting or editing the staff report with an applicant.

That said, we certainly welcome your continued communication and are happy to receive any written materials or clarifications you'd like considered as part of the public record. Staff will review and incorporate relevant information as appropriate.

We truly appreciate the Averill family's investment and vision for Sandpoint. The proposed project represents a significant opportunity for our community, and we look forward to continuing open and productive dialogue as your plans move forward.

Jeremy Grimm
Mayor, Sandpoint, Idaho
1123 Lake Street, 83864
Cell: 986-205-7085

SANDPOINT

From: Ben McGrann <ben@actusprojects.com>
Sent: Thursday, October 23, 2025 7:24 AM
To: Jason Welker <jwelker@sandpointidaho.gov>; Brian Averill <brian@averillhospitality.com>; dan averill <danlaverill@yahoo.com>; Dan Averill <danlaverill@icloud.com>
Cc: Jeremy Grimm <jgrimm@sandpointidaho.gov>; Zach Jones <zjones@lclattorneys.com>
Subject: RE: AH - Averill letter to City regarding RV park

[Caution] This email originated from outside the City of Sandpoint organization. **Do not** click on links or open attachments unless you recognize the sender and know it's safe. When in doubt contact the IT Department

Hi Jason,

Thank you for forwarding the deed and covenant information. We've reviewed the warranty deed stipulations and understand the property needs to support park purposes. We believe this supports a host of uses like parking and or event lawn space, but it would be good to define "support park purposes".

To ensure alignment and clarity ahead of the November 5th Council meeting, we respectfully request a working session with City staff and Mayor Grimm to collaboratively develop the staff report and presentation approach. We believe this coordination will help ensure the report accurately reflects both the City's objectives and our proposal framework.

Please let us know your availability for a working session early next.

Best regards,

Ben

Ben@ActusProjects.com
206.696.8239
Actus
Ideas into Action

From: Jason Welker <jwelker@sandpointidaho.gov>
Sent: Tuesday, October 21, 2025 7:48 AM
To: Ben McGrann <ben@actusprojects.com>; Brian Averill <brian@averillhospitality.com>; dan averill <danlaverill@yahoo.com>
Cc: Jeremy Grimm <jgrimm@sandpointidaho.gov>; Zach Jones <zjones@lclattorneys.com>
Subject: Re: AH - Averill letter to City regarding RV park

Hello Ben, Dan, and Brian,

In preparing documents for a presentation of your request to City Council for lease or sale of the RV Park property I found the Warranty deed from the January 2022 transfer of said property to the City from the Cox family. The deed references a covenant on the property, which is also attached. Below is an excerpt from that document, which originally accompanied the conveyance of the RV Park property from the railroad to the City of Sandpoint in 1922 and has travelled with the land ever since:

TO HAVE AND TO HOLD, unto the grantee (City of Sandpoint) only so long as the premises are used for park purposes, and upon the express condition that there shall be no grade crossings now or hereafter opened across the grantor's tracks, and the grantor shall be exempt from any assessment for the improvement or maintenance of the park and also from any expense for opening, constructing or maintaining undercrossings on the grantor's railroad right of way. Should the premises cease to be used for park purposes, or should the grantee fail to observe any of the conditions of this grant, this instrument shall become null and void, and the premises immediately revert to the grantor, who may forthwith resume possession.

I encourage you to review the attached warranty deed and covenant and let us know if you wish to proceed with your request to lease or buy the RV Park property. **It appears that if the property is ever utilized for anything other than a recreation public park facility ownership shall immediately revert to Burlington Northern, Inc.**

I am preparing a staff report to introduce your requests at the November 5th Council Meeting. Please let me know, in light of this covenant, whether you wish to proceed with your request to lease the RV Park property. Please also plan to attend that night to make your requests to Council for the marina slip lease and, should you choose to proceed , the RV Park site.

Let me know if you have any questions.

Best,
Jason

SANDPOINT
sandpointidaho.gov

Community Planning and Development Department

Jason Welker | Director

(208) 255-1738

(208) 290-0137 (cell)

From: Ben McGrann <ben@actusprojects.com>
Sent: Wednesday, October 15, 2025 12:54 PM
To: Jeremy Grimm <jgrimm@sandpointidaho.gov>; Jason Welker <jwelker@sandpointidaho.gov>
Cc: dan averill <danlaverill@yahoo.com>; Brian Averill <brian@averillhospitality.com>
Subject: RE: AH - Averill letter to City regarding RV park

[Caution] This email originated from outside the City of Sandpoint organization. **Do not** click on links or open attachments unless you recognize the sender and know it's safe. When in doubt contact the IT

Good afternoon, Mayor Grimm and Jason,

Please find attached letter regarding updated stance on the RV Park and an alternative proposal.

Best regards,

Ben

Ben@ActusProjects.com

206.696.8239

Actus

Ideas into Action

From: Jeremy Grimm <jgrimm@sandpointidaho.gov>
Sent: Friday, September 19, 2025 12:04 PM
To: Ben McGrann <ben@actusprojects.com>; Jason Welker <jwelker@sandpointidaho.gov>
Cc: dan averill <danlaverill@yahoo.com>; Brian Averill <brian@averillhospitality.com>
Subject: RE: AH - Averill letter to City regarding RV park

Thanks everyone.

I look forward to your participation and insight as we proceed with the design. As a neighbor you are a critical voice in this discussion.

Best,

Jeremy Grimm

Mayor, Sandpoint, Idaho

1123 Lake Street, 83864

Cell: 986-205-7085

From: Ben McGrann <ben@actusprojects.com>
Sent: Friday, September 19, 2025 11:54 AM
To: Jeremy Grimm <jgrimm@sandpointidaho.gov>; Jason Welker <jwelker@sandpointidaho.gov>
Cc: dan averill <danlaverill@yahoo.com>; Brian Averill <brian@averillhospitality.com>
Subject: AH - Averill letter to City regarding RV park

[Caution] This email originated from outside the City of Sandpoint organization. **Do not** click on links or open attachments unless you recognize the sender and know it's safe. When in doubt contact the IT Department

Hi Jeremy and Jason,

Please see attached letter from Dan regarding the RV park.

Best regards,

Ben

Ben@ActusProjects.com

206.696.8239

Actus

Ideas into Action



Timeline of City Beach property transfers and leases

Prepared for City Council meeting on November 5, 2025

by Planning & Community Development Director Jason Welker

Purpose of presentation

Before you tonight is a request from Averill Hospitality Group to either lease or purchase the City-owned RV Park property at City Beach Park.

This presentation and the accompanying staff report are intended to provide as complete a picture possible for Council and the public on the history of lease agreements and property exchanges between multiple parties at the site of the RV Park, the current Edgewater Resort, the lawn and beach area east of the resort, and at the Windbag Marina.

All information herein is based on available public records going back to the mid-20th century, up to email correspondence that occurred as recently as this week.



1922–1960s: Northern Pacific & City of Sandpoint Era

1922: Northern Pacific Railway conveys City Beach and RV Park areas to the City of Sandpoint with a restrictive covenant limiting use to "park purposes only."

1958–1963: City grants Lakeshore Enterprises a concession and license for the marina and hotel area east of Lakeshore Tourist Park (now Edgewater), extended through 1993.

1965: Northern Pacific issues a Waiver of Conditions, allowing limited commercial operations consistent with public park purposes.

1970s–1990s: Resort Development and City Partnerships

1984: City approves a lease with Robert A. Cox (Edgewater Lodge) for the **lawn area** between the hotel and City Beach. Lease allows **dock and pool improvements**.

1984–2004: Edgewater operates under Cox family lease; lease **later declared expired** after Robert Cox's death.





2000s: Land Settlements and Easements

2004: Property settlement among the City, Cox Family, and BVG Sandpoint:

- City confirms ownership of the *"Sandspur"* (now Windbag Marina) and adjacent public beach areas through recorded boundary adjustments.
- Cox Family retained use of the lawn area fronting the hotel under lease.
- Parties establish mutual access and utility easements (Dock Street/Sandpoint Ave).

2007: City executes new lease with Allen G. Cox Family LLC & Jacquita D. Cox for the lawn area east of Edgewater, reaffirming rights to five slips at the Windbag Marina.

- ***Lease Term:*** *ten (10) years,* ***effective January 1, 2008*** *through* ***December 31, 2017****; no automatic renewal language appears in the lease.*

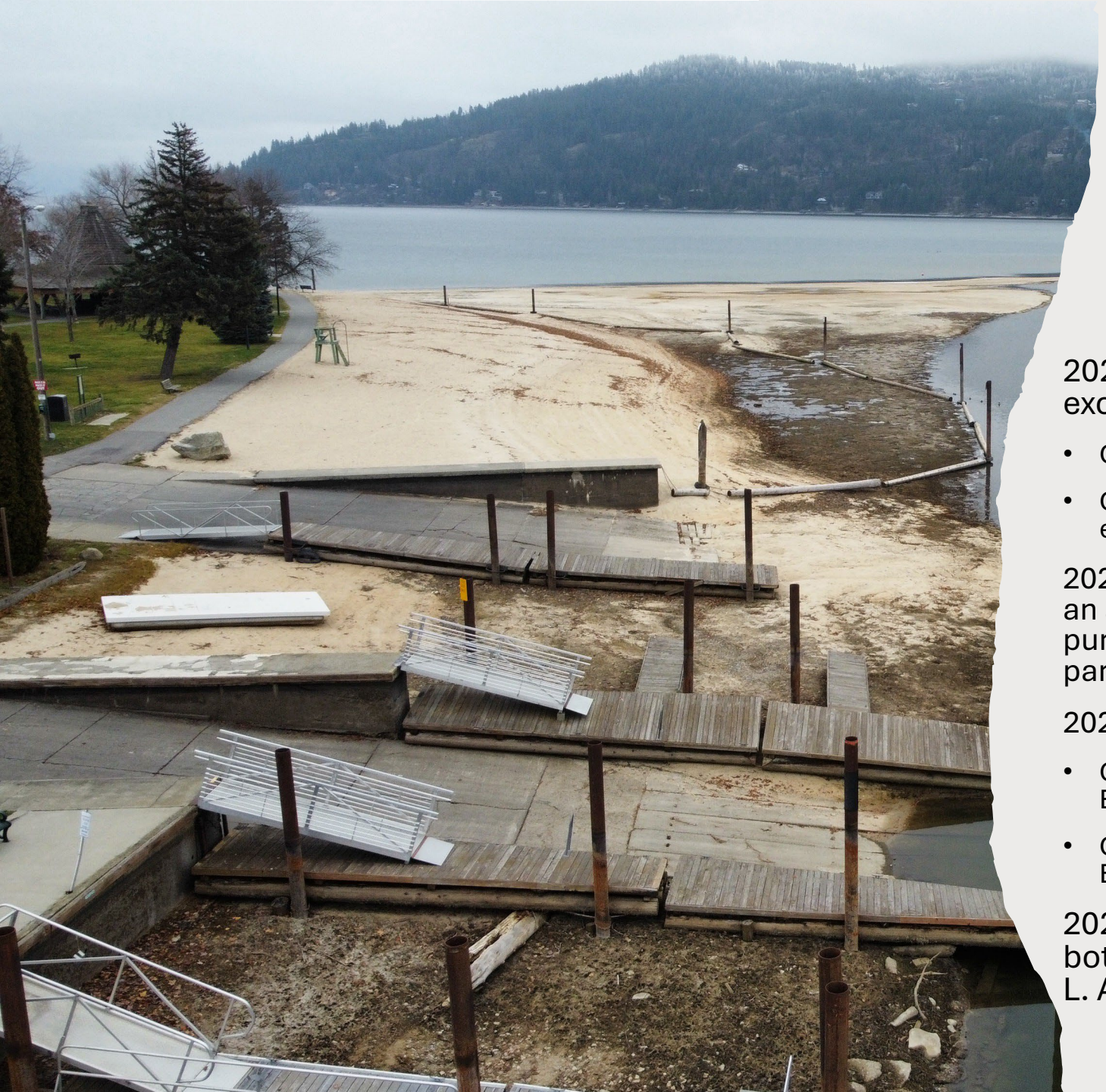


2010s: Property Consolidation by the Cox Family

2017: Lease Expiration and Extension Request

- **December 22, 2017:** Adrian Cox (Allen G. Cox Family LLC) submits a letter and email to City Attorney Scot Campbell and Parks Director Kim Woodruff, requesting an extension of the 2007 lease for the lawn area and five marina slips.
  → *This request was made less than ten days before the lease's scheduled expiration (December 31, 2017), falling **within** the 90-day minimum notice window required by the lease's renewal clause.*
  → *Because written notice was not provided at least 90 days in advance as required, the renewal option was not validly exercised. The lease therefore **expired December 31, 2017**, and the Cox Family continued occupancy as a **holdover tenant** until the 2022 property exchange.*

2018 (Sept. 14): Jacquita D. Cox conveys the Edgewater Hotel parcel to Allen G. Cox Family LLC, consolidating ownership of the resort property.



2020–2022: City–Cox Land Exchange and Averill Acquisition

2020 (Nov. 18): City and Cox Family approve a property exchange:

- City to acquire RV Park parcel (2.29 acres).
- Cox Family to receive the City-owned lawn parcel (1.53 acres) east of Edgewater.

2021 (Dec. 13): BNSF, the City, and the Cox Family execute an agreement re-recording the historic 1922 ‘park purposes’ covenant to apply specifically to the RV Park parcel.

2022 (Jan. 21): Two deeds recorded:

- City → Cox Family LLC: conveys the lawn parcel east of Edgewater
- Cox Family LLC → City: conveys the RV Park parcel with the BNSF park-use only covenant.

2022 (May 11 / recorded July 28): Cox Family sells both the Edgewater Hotel and lawn parcels to the Dan L. Averill Family Limited



2022 – Present: Averill Hospitality / Sandpoint Lakeside Resort

April 2023 – May 2024: Averill Hospitality (through Oz Architecture) submits applications for:

- Conditional Use Permit (PCUP23-0004) for a 296,000-sq-ft hotel/resort; and
- Variance (PVAR24-0001) for front setback flexibility along Bridge Street

June 18, 2024: Planning & Zoning Commission Approval:

- After a well-attended public hearing with broad support, the CUP and Variance are unanimously approved.
- Conditions require demolition of the existing Edgewater by September 2025 and allow three years for full build-out. These conditions were later extended by 1+ year in July 2025.



Fall 2024 – Summer 2025

November 2024: Averill requests a parking reduction from 240 to 145 stalls based on a Kimley-Horn parking demand analysis. Staff approve the reduction and in-lieu fees under former §9-5-1(E)

Spring 2025: Revised site concepts are shared with staff; preliminary versions are determined to deviate substantially from the approved CUP, though no formal amendment is filed.

June 2025: Staff advise Averill that the CUP will expire in July 2025 unless extended. Extension request filed on June 25.

July 22: P&Z Commission votes unanimously to grant a one-year extension of both approvals, now valid until July 22, 2026

August 2025: Averill representatives share further refined site plan; staff determines it is substantially compliant with approved CUP. Demo permit expected by September.



September 2025 - present

September 29: Averill's representative Ben McGrann emails the City requesting a lease of five slips (109-117) on the 100 Dock at Windbag Marina for exclusive resort guest use, proposing a 10-year term with automatic renewals

October 15: Letter from Dan Averill to the Mayor and Council - Averill states that the Sandpoint Lakeside Resort "will not proceed if the City redevelops the existing City Beach RV Park into any use other than parking." And proposes:

1. a 30-year lease at 110 % of projected net RV-park revenues, or
2. a purchase at fair market value via independent appraisal



Fall 2025, continued…

October 21-23:

- Planning staff notify Averill of the BNSF covenant restriction and request confirmation of whether they wish to proceed given the “park purposes” clause.
- Mayor Grimm and staff decline Averill’s request to co-author the staff report, explaining that staff reports must remain an independent City function.
- Averill responds with a position statement arguing that the RV Park is incompatible with the planned resort and proposing redevelopment as shared parking and event space rather than an RV facility



Fall 2025, continued…

October 27: Averill's local representative re-affirms to staff their intention to bring the RV Park proposal before Council on November 5 and provides the updated correspondence for inclusion in the packet

October 28: Email from Ben McGrann requests that the dock-slip lease item be withdrawn from the November 5 Council agenda, pending further review of historical agreements

October 30: Follow-up email from Ben McGrann reiterates the desire to meet with City staff to review the "historical context" of the five marina slips, suggesting the City may have prior obligations related to the hotel's historic use of those slips. City staff clarify that without Council action those slips will revert to the public rental pool at season's end

November 5: City Council Meeting - The Averill Group's RV Park lease or purchase proposal is scheduled for Council direction. The marina slip lease has been withdrawn from the agenda at the applicant's request.

Current Status (as of November 5, 2025)

- The CUP and Variance remain active through July 2026.
- No demolition or building permits have been issued.
- The RV Park property remains City-owned and subject to the BNSF “park purposes” covenant.
- City has received and signed grant agreement for $950,000 RV Fund Grant from IDPR for RV Park design and construction.
- City has received and reviewed 6 statements of qualifications from engineering firms for RV Park & City Beach parking lot design and engineering services. Plan to recommend contract award later this month.
- Averill Hospitality continues to request a lease or purchase arrangement tied for RV Park property to the feasibility of their resort project.
- The request to lease five slips at Windbag Marina has been withdrawn by Averill Hospitality pending further discussions with City staff about the historic lease history and the City’s obligations under prior agreements; unless renewed, those slips will return to the public rental pool for the 2026 season.