



CITY COUNCIL MEETING AGENDA

February 04, 2026 at 5:30 PM

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

Call to Order

Roll Call

Pledge of Allegiance

Announcements and Reports

Public Comments

Consent Calendar - **action item**

1. Approval of Minutes from Council's January 21, 2026, Meeting - **action item**
2. Payables Report / Approval of Bills for Payment - **action item**

Public Hearing

3. Public Hearing: Establishing C-PACE Program and Adoption of Program Guidebook
4. Proposed Resolution: Establishing C-PACE Program and Adoption of Program Guidebook - **action item**

Old/Unfinished Business

5. Council Direction: City Beach RV Park Site Survey Results, Community Workshop Summary, and Commission Recommendation - **action item**
6. Proposed Resolution: Amending City Fee Schedule to add James E. Russell Sports Center Corporate Membership - **action item**
7. Proposed Ordinance and Summary: Sandpoint City Code 9-1-3 and Title 9, Chapter 4, Residential Zoning - **action item**
8. Proposed Ordinance and Summary: Sandpoint City Code Title 3, Chapter 12, Short-term Rental of Dwelling Units - **action item**
9. Council Direction: 2026 Citizen Advisory Board Priorities - **action item**

New Business

10. Discussion: Local Option Tax (LOT) for May 2026 Ballot Consideration
11. Update ADU Standards - **action item**

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.



CITY COUNCIL MEETING MINUTES

January 21, 2026 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, January 21, 2026, in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Roll Call

PRESENT

Mayor Jeremy Grimm
 Councilor Deb Ruehle, Council President
 Councilor Joel Aispuro
 Councilor Kyle Schreiber
 Councilor Pam Duquette
 Councilor Joe Tate
 Councilor Joshua Torrez

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 and Reports

Mayor Grimm made some initial brief remarks and provided instructions for members of the public who wished to speak during opportunities for public comment/testimony during the meeting.

Councilors provided reports from the City's citizen advisory boards on which they serve as Council liaison, and Councilor Ruehle inquired regarding the Council's planned upcoming strategic planning workshop. Department Directors provided brief updates on projects and activities in their respective departments.

Public Comments

Mayor Grimm recited the rules and procedure for public comment 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 not relevant to the business of the City of Sandpoint.

Consent Calendar

Mayor Grimm noted for the record the amount of bills for payment approval, and the Consent Calendar was approved by a unanimous vote of Council.

1. The minutes from Council's January 7, 2026, regular meeting were approved as presented.
2. The bills presented were approved for payment in the amount of \$331,558.46 for regular payables.

3. The Financial Report on Cash and Investment Transactions for September 2025 was approved as presented.
4. The Financial Report on Cash and Investment Transactions for October 2025 was approved as presented.
5. The Financial Report on Cash and Investment Transactions for November 2025 was approved as presented.
6. Mayor's Memo re: Board Appointments (*confirmation action items below*)
7. The Mayor's reappointment of Ned Brandenberger to the Sandpoint Urban Renewal Agency Board of Commissioners for a term of three years, January 21, 2026, through December 31, 2029, was confirmed.
8. The Mayor's appointment of Kate McAlister to the Sandpoint Urban Renewal Agency Board of Commissioners for a term of three years, January 21, 2026, through December 31, 2029, was confirmed.
9. **Resolution 26-005** Personnel Policy Amendments – approved

Motion made by Councilor Schreiber, Seconded by Councilor Ruehle.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Schreiber, Councilor Duquette, Councilor Tate, Councilor Torrez

Public Hearings

10. Proposed Amendments to Sandpoint City Code Title 9, Chapters 1 and 4, Standards for Residential Lot Coverage and Multifamily Minimum Lot Size and Density

Mayor Grimm announced that the purpose of the public hearing was to take public testimony for Council consideration on proposed amendments to Sandpoint City Code, Title 9, Chapters 1 and 4, pertaining to the standards for residential lot coverage and multifamily minimum lot size and density.

Community Planning and Development Director Jason Welker and Deputy Planning and Development Director/City Planner Bill Dean provided a presentation on the proposed amendments and fielded questions from the Mayor and Councilors.

Mayor Grimm recited the rules and procedure and then opened the hearing.

City residents who testified: Tari Pardini, Christine Moon, Julie Perchynski, Weslie Kary, Branden Sing, Victor Lankaimer, and Ann Giantvalley. Testimony from non-residents: Todd Bradshaw, Pend Oreille Economic Partnership Executive Director Brent Baker, Patrick Green, Derek Mulgrew, and Rebecca Holland. Following testimony, Mayor Grimm closed the public hearing.

Mayor Grimm called for a brief recess at 7:54 p.m., with the meeting reconvening at 8:03 p.m.

Following closure of the public hearing, Council deliberated, with City staff fielding Council members' questions during deliberation.

Councilor Aispuro made a motion to approve the proposed lot size, lot coverage, and density amendments as presented, seconded by Councilor Ruehle. Following some final discussion, the motion passed by a majority vote of Council, as follows:

Motion made by Councilor Aispuro, Seconded by Councilor Ruehle.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Tate, Councilor Torrez

Voting Nay: Councilor Schreiber, Councilor Duquette

Mayor Grimm called for a brief recess at 8:35 p.m., with the meeting reconvening at 8:39 p.m.

11. Proposed Amendments to Sandpoint City Code Title 3, Chapter 12, Short Term Rental of Dwelling Units

Mayor Grimm announced that the purpose of the public hearing was to take public testimony for Council consideration on proposed amendments to Sandpoint City Code Title 3, Chapter 12, regulating short-term rental (STR) operations within city limits.

Mr. Welker and Mr. Dean provided a presentation on the proposed amendments and fielded questions from the Mayor and Councilors.

Following the staff presentation, Mayor Grimm provided a reminder regarding rules and procedure and then opened the public hearing.

Ms. Pardini and Ms. Moon testified, along with Mr. Baker. Following testimony, Mayor Grimm closed the public hearing.

Following closure of the public hearing, Council deliberated, with City Staff and legal counsel fielding Council members' questions during deliberation.

Councilor Schreiber made a motion to table the agenda item indefinitely, seconded by Councilor Duquette. Motion failed, with the Mayor breaking a tie vote of Council, as follows:

Motion made by Councilor Schreiber, Seconded by Councilor Duquette.

Voting Yea: Councilor Schreiber, Councilor Duquette, Councilor Torrez

Voting Nay: Councilor Ruehle, Councilor Aispuro, Councilor Tate, Mayor Grimm

Motion by Councilor Ruehle to approve the proposed amendments to City Code Title 3, Chapter 12 regulating short-term rental (STR) operations within city limits. The motion was seconded by Councilor Tate and passed by a majority vote of Councilors, as follows:

Motion made by Councilor Ruehle, Seconded by Councilor Tate.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Tate, Councilor Torrez

Voting Nay: Councilor Schreiber, Councilor Duquette

Old/Unfinished Business - none

New Business - none

Executive Session

12. Motion to convene in executive session pursuant to Idaho Code § 74-206(1)(a) to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need.

Motion made by Councilor Ruehle, Seconded by Councilor Schreiber.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Schreiber, Councilor Duquette, Councilor Tate, Councilor Torrez

13. With an affirmative vote, an executive session was held pursuant to Idaho Code § 74-206(1)(a), as noted above.

Reconvene and Adjourn

Following the conclusion of the executive session, the meeting was reconvened and immediately adjourned at 9:45 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 _____, 2026.

Jeremy Grimm, Mayor

Attest: Melissa Ward, City Clerk



CITY OF SANDPOINT INVOICE REGISTER
PAYABLE DATES OF: 01/22/2026 THROUGH 02/04/2026

Item # 2.

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Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: ACCURATE TESTING LABS LLC				
151829	WWTP: DISSOLVED ORGANIC CARBON TESTING (2026010134) WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	90.00	\$90.00
152104	WTP: BACT TESTING (2026010416) WATER TREATMENT	TECH SERVICES - LABORATORY	200.00	\$200.00
151830	WWTP: MERCURY TESTING (2) (2026010135) WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	260.00	\$260.00
Total For: ACCURATE TESTING LABS LLC				\$550.00
Vendor: ALLAN BOPP				
22-06430.00	UB refund for account: 22-06430.00 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	144.74	\$144.74
Total For: ALLAN BOPP				\$144.74
Vendor: ALPINE MOTORS COMPANY INC				
164664	SP15 : EXPLORER OIL/AIR FILTER CHANGE (1FM5K8AR2HGA94408) POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	91.15	\$91.15
164659	SPD3: EXPLORER OIL/WIPER ISSUES & WHEEL LINER ISSUES POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	184.69	\$184.69
Total For: ALPINE MOTORS COMPANY INC				\$275.84
Vendor: AMERICAN FIRST AID SERVICE				
CW-1895	SHOP: IBUPROFEN WASTEWATER COLLECTIONS	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	10.93	\$32.80
	STREET MAINTENANCE DIVISION	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	10.93	
	WATER DISTRIBUTION	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	10.94	
CW-1900	SPD: RESTOCK FIRST AID KIT SUPPLY POLICE DEPARTMENT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	75.76	\$75.76
Total For: AMERICAN FIRST AID SERVICE				\$108.56
Vendor: ANATEK LABS INC				
2532566	WWTP: PCB 1668 TESTING (3) WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	2,895.00	\$2,895.00
Total For: ANATEK LABS INC				\$2,895.00

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
Vendor: ASCAP					
500845427-2026	ANNUAL MUSIC LICENSE FEE-2026 2/1/26-1/31/27 CENTRAL SERVICES DEPARTMENT	INSURANCE - FEDERAL COPYRIGHT	459.08		\$459.08
			Total For: ASCAP		\$459.08
Vendor: AUTO HAUS INC					
13303	SHOP: FUSES & NON-CHRLORINATED BRAKES WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	19.97		\$59.90
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	19.96		
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	19.97		
13436	ST: BRASS CRIMP .687 & 1/4 PIPE STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	6.07		\$6.07
13401	ST: OIL FILTER, 1/2 STYLE PLUG & COUPLER STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	115.49		\$115.49
13416	ST: FORD RANGER TRANSMISSION FLTR KIT STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	51.24		\$51.24
13462	ST: TIEROD DUMPTRUCK STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	11.99		\$11.99
			Total For: AUTO HAUS INC		\$244.69
Vendor: AVISTA UTILITIES					
12.18.25-01.21.2	MONTHLY UTILITIES 12.18.25-01.21.26 GENERAL GOVERNMENT PROJECTS	ELECTRICITY	77.09		\$77.09
12.23.25-01.25.2	MONTHLY UTILITIES 12.23.25-01.25.26 GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	3,565.26		\$49,371.09
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	114.00		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	92.98		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	23.48		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	110.10		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	526.89		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	20.25		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	1,420.68		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	20.40		
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	328.76		
	STREET MAINTENANCE DIVISION	ELECTRICITY	10,722.99		
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	1,165.07		
	WATER TREATMENT	ELECTRICITY	9,784.64		

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
	WASTEWATER COLLECTIONS	ELECTRICITY	1,547.59		
	WASTEWATER TREATMENT	ELECTRICITY	13,589.37		
	RECREATION	ELECTRICITY	20.34		
	STREET MAINTENANCE DIVISION	ELECTRICITY	1,140.26		
	CENTRAL SERVICES DEPARTMENT	ELECTRICITY	241.26		
	WATER DISTRIBUTION	ELECTRICITY	593.89		
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	335.80		
	JAMES E. RUSSELL SPORTS CENTER FACILITY	ELECTRICITY	4,007.08		
Total For: AVISTA UTILITIES					\$49,448.18
Vendor: BONNER COUNTY DAILY BEE					
0000044702-010	BCB#7575 ANNUAL ST & RD FINANCIAL REPORT 2025 ADVERTISING #11733				\$58.44
	STREET MAINTENANCE DIVISION	ADVERTISING	58.44		
Total For: BONNER COUNTY DAILY BEE					\$58.44
Vendor: BOUNDARY TRACTOR YAMAHA					
BTC-224788	JACOBSON MWR SERVICE & REPAIR - SPRTS CMLPX				\$1,878.73
	PARK MAINTENANCE & CAPITAL	SERVICES - EQUIPMENT - R&M	1,878.73		
Total For: BOUNDARY TRACTOR YAMAHA					\$1,878.73
Vendor: BROWN'S NORTHSIDE					
S172607	ST: PLOW HYDRAULIC OIL, CRIMP FITTINGS, HOSE				\$177.28
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	177.28		
Total For: BROWN'S NORTHSIDE					\$177.28
Vendor: CANON FINANCIAL SERVICES INC					
42497551	FY26 JAN 2026 UPSTAIRS/DOWNSTAIRS COPIERS - 5840I AND 5550I				\$507.87
	CENTRAL SERVICES DEPARTMENT	COPIER LEASE	355.00		
	CENTRAL SERVICES DEPARTMENT	PHOTOCOPIES	152.87		
Total For: CANON FINANCIAL SERVICES INC					\$507.87
Vendor: CC VENDOR - WELLS FARGO					
111-5013522-20	AMZN: CLEANING DUSTER CANS 3PK				\$21.15
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	21.15		
111-6250156-09	AMZN: OFFICE SUPPLIES- COPY PAPER, TAPE, COFFEE FILTERS, PAPERCLIPS, E				\$175.48
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	175.48		
660620449090	SAFEWAY: JAN'26 COFFEE BREAK- COFFEE, OJ, CREAMER, YOGURT, FRUITS				\$87.04
	CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	87.04		
012139/2040420	HOME DEPOT: ST: STRIKE REPAIR KIT				\$27.67
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	27.67		

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
102150437	INTL CODE COUNCIL INC BLDG TABS BUILDING DIVISION	EDUCATION/TRAINING SUPPLIES	52.64		\$52.64
112-4664894-40	AMZN: TABLET CASE FIRE DEPARTMENT - SANDPOINT	COMPUTER SUPPLIES/EQUIPMENT	30.98		\$30.98
A000000031010	YOKES: JAN'26 COFFEE BREAK- FOOD CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	43.16		\$43.16
28243525 T0093	HOLIDAY INN EXPRESS - OFFICER FISHER TRAINING - T0093 POLICE DEPARTMENT	TRAINING AND TRAVEL	117.33		\$117.33
113-4511841-40	AMZN: W-2 TAX FORMS 2025 (150) FINANCE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	98.85		\$98.85
00242637813325	HARBOR FREIGHT: ST: DRILL ATTACHMENTS STREET MAINTENANCE DIVISION	TOOLS	82.93		\$82.93
076201 CR	STAPLES: RETURNED PRINTER INK, WRONG SIZE - BEACH SHOP OFFICE PARK MAINTENANCE & CAPITAL	OFFICE SUPPLIES/EQUIPMENT	(169.99)		\$(169.99)
18100544320	HOME DEPOT: SHOP TOOLS FIRE DEPARTMENT - SANDPOINT	TOOLS	54.18		\$54.18
113-3156106-78	AMZN: HEAD PHONES & VOICE RECORDER POLICE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	38.61		\$38.61
20241520	AWARDS ETC: OFFICER OF THE YEAR AWARD POLICE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	137.80		\$137.80
111-5859304-46	AMZN: REFUND FOR MONITOR MEMO BOARD, RECEIVED DAMAGED PLANNING DIVISION	OFFICE SUPPLIES/EQUIPMENT	(6.98)		\$(6.98)
111-5712236-83	AMZN: CRBN MNXD DTCTRS, 5 GAL PMP DSPNSR - FIRE DEPT GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	37.31		\$37.31
111-2355275-40	AMZN: AIR FRSHNR REFILLS - JER JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	35.10		\$35.10
076201	STAPLES: INK FOR BEACH SHOP PARK MAINTENANCE & CAPITAL	OFFICE SUPPLIES/EQUIPMENT	169.99		\$169.99
111-1006551-69	AMZN: SCREEN PROTECTORS FOR SHOP STREET MAINTENANCE DIVISION	OFFICE SUPPLIES/EQUIPMENT	8.88		\$26.64
	WATER DISTRIBUTION	OFFICE SUPPLIES/EQUIPMENT	8.88		
	WASTEWATER COLLECTIONS	OFFICE SUPPLIES/EQUIPMENT	8.88		
75464094	WTP: TIM WINGET OPERATOR LICENSES (DOPL) WATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	240.00		\$240.00
008404_8025035	HOME DEPOT: MICROWAVE - CITY HALL GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	175.00		\$175.00
111-7565921-21	AMZN: IT SUPPLIES- GLOVES, PLIERS, UTILITY KNIFE, ETC.				\$309

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
	INFORMATION TECHNOLOGY DIVISION	IT SUPPLIES/EQUIPMENT	300.98		
111-5859304-46	AMZN: GENERAL SUPPLIES, FLASHLIGHT, BINDERS, KEYBOARD & MOUSE				\$229.52
	BUILDING DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	19.99		
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	34.54		
	FINANCE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	9.99		
	PLANNING DIVISION	OFFICE SUPPLIES/EQUIPMENT	6.98		
	PLANNING DIVISION	OFFICE SUPPLIES/EQUIPMENT	14.36		
	FINANCE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	107.34		
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	7.56		
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	28.76		
040160	STAPLES: WD/WWC: OFFICE CHAIRS, POUCHES				\$265.89
	WASTEWATER COLLECTIONS	OFFICE SUPPLIES/EQUIPMENT	132.94		
	WATER DISTRIBUTION	OFFICE SUPPLIES/EQUIPMENT	132.95		
75424714	WTP: RICH BUDAY OPERATOR LICENSES (DOPL)				\$180.00
	WATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	180.00		
074103	STAPLES: WTP: CHISEL AND RUBBER BANDS				\$17.98
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	17.98		
055652	UPS: SHIPPING FOR GRANT APPLICATION				\$35.00
	CENTRAL SERVICES DEPARTMENT	POSTAGE	35.00		
111-1836576-30	AMZN: APC BACKUPS BATTERY 1500VA FOR WTP				\$379.98
	WATER TREATMENT	IT SUPPLIES/EQUIPMENT	379.98		
079807/047713	DOLLAR TREE: FOAM, TAPE AND POSTER BOARD (PUBLIC EDUCATION DISPLAY)				\$12.31
	FIRE DEPARTMENT - SANDPOINT	EDUCATION/TRAINING SUPPLIES	12.31		
00314501141482	HARBOR FREIGHT: UTILITY WORK AND EXTRICATION GLOVES				\$35.97
	FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	35.97		
1838223	ONE STEP GPS, LLC. - JAN 2026				\$223.20
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY MISC	223.20		
A000000003101	NORTHWEST PET RESORT: K9 FOOD				\$47.74
	POLICE DEPARTMENT	PUBLIC SAFETY K9 SUPPLIES	47.74		
2009771378741	DELL: LAPTOP REPLACEMENT BATTERY (SPD)				\$95.39
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	95.39		
072936/2024530	HOME DEPOT: WTP: PEX PIPE				\$4.73
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	4.73		
Total For: CC VENDOR - WELLS FARGO					\$3,303.58
Vendor: CED - SANDPOINT LIGHTING					
1120-1023815	ROCKWELL SCADA SOFTWARE LICENSE 01/06/26-01/12/27				\$20,1
	WASTEWATER TREATMENT	SOFTWARE/SAAS - SCADA	6,705.56		10

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
	WASTEWATER COLLECTIONS	SOFTWARE/SAAS - SCADA	6,705.56		
	WATER TREATMENT	SOFTWARE/SAAS - SCADA	6,725.71		
5945-1109227	PARKS: (60) 240V 100' WET HT CBL, (5) END SEAL KIT - (MEMORIAL)				\$543.85
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	543.85		
Total For: CED - SANDPOINT LIGHTING					\$20,680.68
Vendor: CHERYL S GOREWITZ					
08-04049.07	UB refund for account: 08-04049.07 UNCLASSIFIED				\$27.73
		UTILITY BILLING OVERPAYMENTS	27.73		
Total For: CHERYL S GOREWITZ					\$27.73
Vendor: COLEMAN OIL					
INV-339735	SHOP: HI-MILE 5W-20 OIL (GAL 52) & CVX SYNBLD 5W30 (53 GAL) OIL				\$954.80
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	318.27		
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	318.27		
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	318.26		
INV-321688	WD: DELO ADVANCED ANTIFREEZE/COOLANT 50/50				\$85.44
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	85.44		
Total For: COLEMAN OIL					\$1,040.24
Vendor: CONSOLIDATED SUPPLY CO.					
S012761113.001	WD: ADAPTERS, STIFFENERS, NIPPLES & BUSHING				\$326.27
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	326.27		
S012761227.001	WD: STIFFENERS & ADAPTERS				\$409.78
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	409.78		
S012761601.001	WWC: FLOAT SWITCH				\$211.43
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	211.43		
S012761601.002	WWC: ADAPTER SUMP PUMP				\$14.05
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	14.05		
S012710478.001	WD: REPAIR CLAMP				\$518.80
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	518.80		
S012754014.001	WTP: PVC PIPES AND PRIMER				\$1,193.28
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	1,193.28		
S012746132.001	WTP: LOCKING PEX CLIP 100 PK				\$88.36
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	88.36		
S012753135.001	WD: PORT BALL VALVE 2"				\$114.52
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	114.52		
S012762402.001	WTP: PVC PIPE PLAIN END (40)				\$153.68
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	153.68		

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
S012663394.001	WD/WWC: BING LID LIFTERS WATER DISTRIBUTION WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT OPERATIONAL SUPPLIES/EQUIPMENT	163.05 163.06		\$326.11
S012762399.003	WD: PVC PIPE BELL 3"X20' (20) WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	47.22		\$47.22
Total For: CONSOLIDATED SUPPLY CO.					\$3,403.50
Vendor: CO-OP GAS & SUPPLY CO.					
34743	WWTP: SNOW SHOVELS & SAND WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	134.93		\$134.93
Total For: CO-OP GAS & SUPPLY CO.					\$134.93
Vendor: DONNA S WILLIAMS					
03-02845.02	UB refund for account: 03-02845.02 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	42.55		\$42.55
Total For: DONNA S WILLIAMS					\$42.55
Vendor: EDNETICS INC					
INV-140020	VOIP STD/ANALOG USER CHARGES MNTHLY JAN'26 (FY26) INFORMATION TECHNOLOGY DIVISION	TELEPHONE - VOIP	2,812.86		\$2,812.86
Total For: EDNETICS INC					\$2,812.86
Vendor: ERIN & ASHLEY DUEBENDORFER					
08-04065.01	UB refund for account: 08-04065.01 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	62.92		\$62.92
Total For: ERIN & ASHLEY DUEBENDORFER					\$62.92
Vendor: ERIN & JAKE EVELAND					
22-01650.05	UB refund for account: 22-01650.05 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	132.82		\$132.82
Total For: ERIN & JAKE EVELAND					\$132.82
Vendor: FASTENAL COMPANY					
IDCOE229853	SHOP: PLOW BOLTS, AND BOLTS STREET MAINTENANCE DIVISION WASTEWATER TREATMENT WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT OPERATIONAL SUPPLIES/EQUIPMENT OPERATIONAL SUPPLIES/EQUIPMENT	123.40 30.16 30.16		\$183.72
IDCOE229525	SHOP: BREAK CLEANER 14OZ (24) STREET MAINTENANCE DIVISION WATER DISTRIBUTION WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS VEHICLE & MACH SUPPLIES/PARTS VEHICLE & MACH SUPPLIES/PARTS	29.79 29.79 29.78		\$89.36

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
Total For: FASTENAL COMPANY				\$273.08	
Vendor: GALLS LLC					
033756431	PATROL UNIFORM - CLASS A (SP39) POLICE DEPARTMENT	UNIFORM & CLOTHING	190.00	\$190.00	
Total For: GALLS LLC				\$190.00	
Vendor: GRAINGER INC					
9781758637	ST: FOOT GUARD ALUMINUM STREET MAINTENANCE DIVISION	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	82.33	\$82.33	
Total For: GRAINGER INC				\$82.33	
Vendor: GRANT SIMMONS					
PDC012126	PER DIEM COMP 10/01/25-12/31/25 CENTRAL SERVICES DEPARTMENT	COMMISSION/COMMITTEE SUPPLIES	120.00	\$120.00	
Total For: GRANT SIMMONS				\$120.00	
Vendor: H&H EXPRESS					
3749000	ST: FILTER BOX SHIPMENT STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	16.57	\$16.57	
Total For: H&H EXPRESS				\$16.57	
Vendor: HACH COMPANY					
14821283	WTP: DPD FREE CHLORINE RGT WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	241.30	\$241.30	
14818970	WT: SAND CREEK EFFLUENT REPL CI/PH/TEMP SENSOR WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	6,930.16	\$6,930.16	
14836046	WTP: SALT BRIDGE WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	139.25	\$139.25	
14818796	WTP: REAGENT SET CHLORINE FREE CL17 WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	87.62	\$87.62	
14826468	WTP: 3 M KCL SILVER SATD 28ML WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	21.61	\$21.61	
14827263	WTP: SAMPLE CELL, 25X60MM PK/6 10ML MARK WATER TREATMENT	OFFICE SUPPLIES/EQUIPMENT	89.19	\$89.19	
14827274	WTP: DETERGENT SOLN 3.78L WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	91.99	\$91.99	
Total For: HACH COMPANY				\$7,601.12	
Vendor: HAILEY DECOTO					
22-06110.06	UB refund for account: 22-06110.06 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	152.50	\$152.50	13

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
Total For: HAILEY DECOTO				\$152.50	
Vendor: HMH ENGINEERING					
GS025-16-05	HMH CITY ENG SERV THRU DEC-14-2025 (A25-2410-6) PUBLIC WORKS ADMINISTRATION	OTHER PROF SERVICE - ENGINEERING/ARCHITE	10,917.20	\$10,917.20	
Total For: HMH ENGINEERING				\$10,917.20	
Vendor: HUNTER ANGENY					
07-01800.04	UB refund for account: 07-01800.04 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	172.96	\$172.96	
Total For: HUNTER ANGENY				\$172.96	
Vendor: IDEXX DISTRIBUTION INC					
3192048889	WWTP: COLILERT 20PK, GAMMA IRRAD COLILERT 20PK, QUANTI TRAYS (20) WASTEWATER TREATMENT	LABORATORY SUPPLIES	368.82	\$368.82	
Total For: IDEXX DISTRIBUTION INC				\$368.82	
Vendor: IVAN RIMAR					
PDC012126	PER DIEM COMP 10/01/25-12/31/25 CENTRAL SERVICES DEPARTMENT	COMMISSION/COMMITTEE SUPPLIES	90.00	\$90.00	
Total For: IVAN RIMAR				\$90.00	
Vendor: JEREMY INMAN					
PER DIEM T009	PER DIEM T0094 - FORENSIC TRAINING / BLOOD SPATTER EVIDENCE POLICE DEPARTMENT	TRAINING AND TRAVEL	494.50	\$494.50	
Total For: JEREMY INMAN				\$494.50	
Vendor: JONATHAN GRIMM					
PER DIEM T009	PER DIEM T0095 - AIC 2026 ECON ADVISORY COMMITTEE 1.29.26 MAYOR'S OFFICE	TRAINING AND TRAVEL	175.52	\$175.52	
Total For: JONATHAN GRIMM				\$175.52	
Vendor: JORDAN HELMUTH					
1987	REFUND FOR CNL MENS SFTBALL IN 2024 - CRDT ADDED TO RECTRAC IN 2025 UNCLASSIFIED	CUSTOMER CREDITS	625.00	\$625.00	
Total For: JORDAN HELMUTH				\$625.00	
Vendor: JOSEPH E OSWALD					
03-03864.01	UB refund for account: 03-03864.01 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	585.82	\$585.82	
Total For: JOSEPH E OSWALD				\$585.82	
Vendor: KELLER ASSOCIATES INC					
0254226	LIFT STATION REPLACEMENT - CONSTRUCTION			\$742.00	

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
0253724	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	712.50		
	DESIGN & CONSTRUCTION SERVICES SEWER LIFT STATIONS 10/01/25-11/01/25				\$4,738.75
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	1,483.75		
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	3,255.00		
Total For: KELLER ASSOCIATES INC					\$5,451.25
Vendor: KG & T SEPTIC INC					
59495	PORTABLE TOILET MONTHLY RENTAL & SERVICE 11-10-25 TO 12-7-25				\$1,306.00
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	302.00		
	WATER TREATMENT	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	122.00		
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	278.00		
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	302.00		
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	302.00		
Total For: KG & T SEPTIC INC					\$1,306.00
Vendor: LAKE CITY MARINE SERVICES					
244717	FIRE BOAT TRAILER REPAIR AND MAINTENANCE				\$1,954.64
	FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	1,954.64		
244834	1191 OUTBOARD VALVE JOB & WINTERIZATION OF MOTORS & FIRE SYSTEM				\$4,802.86
	FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	4,802.86		
Total For: LAKE CITY MARINE SERVICES					\$6,757.50
Vendor: Legacy Heating and Cooling					
35702607	WTP: FILTER CHANGE & INSPECTION				\$250.00
	WATER TREATMENT	SERVICES - BUILDING - R&M	250.00		
35753510	WTP: SANDCREEK UNIT HEATER DIAGNOSIS				\$647.50
	WATER TREATMENT	SERVICES - BUILDING - R&M	647.50		
Total For: Legacy Heating and Cooling					\$897.50
Vendor: MAGNUSON, MCHUGH & CO, P.A.					
1160894	2025 FY AUDIT SERVICES - BILLING # 1				\$10,000.00
	FINANCE DEPARTMENT	OTHER PROF SERVICE - FINANCIAL AUDIT	10,000.00		
Total For: MAGNUSON, MCHUGH & CO, P.A.					\$10,000.00
Vendor: MARILYNN & JOHN CHURCHILL					
22-03100.04	UB refund for account: 22-03100.04				\$191.08
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	191.08		
Total For: MARILYNN & JOHN CHURCHILL					\$191.08
Vendor: MARK & TONI HELMS					
09-00220.02	UB refund for account: 09-00220.02				\$

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	25.65		
Total For: MARK & TONI HELMS					\$25.65
Vendor: MONOGRAM HOMES					
09-00814.01	UB refund for account: 09-00814.01 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	159.00		\$159.00
Total For: MONOGRAM HOMES					\$159.00
Vendor: MOSE CLEMENTS DUNKEL					
PDC012126	PER DIEM COMP 10/01/25-12/31/25 CENTRAL SERVICES DEPARTMENT	COMMISSION/COMMITTEE SUPPLIES	90.00		\$90.00
Total For: MOSE CLEMENTS DUNKEL					\$90.00
Vendor: MOTOROLA SOLUTIONS INC					
8282262448	SPD: MOTOROLA N70 RADIOS (23) & INSTALLED OPTIONS POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	85,823.35		\$114,131.29
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	2,971.83		
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	5,926.87		
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	9,889.31		
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	9,519.93		
8282262450	SPD: APX N70 DMS ESSENTIAL RADIOS (23) POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	4,736.16		\$4,736.16
Total For: MOTOROLA SOLUTIONS INC					\$118,867.45
Vendor: NAPA AUTO PARTS					
264795	BEACH: GAS CP FOR 1 TON FRD PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	9.37		\$9.37
Total For: NAPA AUTO PARTS					\$9.37
Vendor: NORTH 40 OUTFITTERS					
050950/B	WD/WWC: TORCH KIT & SCREWDRIVER SET WATER DISTRIBUTION	TOOLS	21.47		\$42.94
	WASTEWATER COLLECTIONS	TOOLS	21.47		
050802/B	SHOP: CABLE (10), SLEEVES (7), BUTTON STOPS (6) STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	2.66		\$7.97
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	2.66		
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	2.65		
051014/B	WWTP: BRASS BALL VALVES (4) WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	349.96		\$349.96
051013/B	WTP: AA BATTERY 24 PACK				\$ 16

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd Item # 2.
051002/B	WATER TREATMENT WTP: M18 DRILL & IMPACT SET, 1/2' BRZ STAR SCREWS	OPERATIONAL SUPPLIES/EQUIPMENT	29.99	\$415.98
	WATER TREATMENT	TOOLS	399.99	
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	15.99	
051010/B	BEACH: GARDEN HOSE 25' PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	14.99	\$14.99
051011/B	WC: SPA FLEX HOSE 1 1/2" (7) WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	37.03	\$37.03
Total For: NORTH 40 OUTFITTERS				\$898.86
Vendor: OTIS ELEVATOR COMPANY				
100401550386	WTP: CR FOR ANNUAL ELEV SVC -LAKE WATER TREATMENT	SERVICES - BUILDING - R&M	(254.76)	\$(254.76)
Total For: OTIS ELEVATOR COMPANY				\$(254.76)
Vendor: OXARC INC				
0032498352	WTP/WWTP: CHLORINE CYL (5) & SODA ASH SACKS (55) WASTEWATER TREATMENT	CHEMICAL SUPPLIES	4,266.14	\$7,041.02
	WATER TREATMENT	CHEMICAL SUPPLIES	2,774.88	
Total For: OXARC INC				\$7,041.02
Vendor: PURSUIT SURPLUS LLC				
1.08.26 STOCK	2021 CHEVROLET SILVERADO 1500 (G206571) 3GCUYAEFXMG206571 POLICE DEPARTMENT	CAPITAL VEHICLES	41,819.44	\$41,819.44
Total For: PURSUIT SURPLUS LLC				\$41,819.44
Vendor: Reid Weber				
PDC012126	PER DIEM COMP 10/01/25-12/31/25 CENTRAL SERVICES DEPARTMENT	COMMISSION/COMMITTEE SUPPLIES	150.00	\$150.00
Total For: Reid Weber				\$150.00
Vendor: RICHARD & MARIAH DECKER				
06-02380.09	UB refund for account: 06-02380.09 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	84.00	\$84.00
Total For: RICHARD & MARIAH DECKER				\$84.00
Vendor: RICHARD SCOTT TORPIE				
PDC01212026	PER DIEM COMP 10/1/25-12/31/25 CENTRAL SERVICES DEPARTMENT	COMMISSION/COMMITTEE SUPPLIES	120.00	\$120.00
Total For: RICHARD SCOTT TORPIE				\$120.00
Vendor: ROSEMARIE BARBER				

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
09-00144.02	UB refund for account: 09-00144.02 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	194.31		
Total For: ROSEMARIE BARBER					\$194.31
Vendor: SANDPOINT BUILDING SUPPLY					
2521369	WTP: PLYWOOD 4X8 (2) WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	64.96		
Total For: SANDPOINT BUILDING SUPPLY					\$64.96
Vendor: SANDPOINT SUPER DRUG					
34475/1	WWTP: PRIMER CAPS AND COUPLE WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	15.98		
36310/1	ST: PROTECTANT ARMR ALL 16OZ STREET MAINTENANCE DIVISION	CLEANING SUPPLIES	8.63		
Total For: SANDPOINT SUPER DRUG					\$24.61
Vendor: SANDPOINT URBAN RENEWAL AGENCY					
01212026 PP TA	JANUARY '26 TAX RECEIPTS COLLECTED UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - DOWNTOW	5,946.26		
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - DOWNTOW	746,994.69		
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - NORTH	627.38		
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - NORTH	2,413.82		
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - NORTH	723.55		
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - NORTH	461,732.82		
Total For: SANDPOINT URBAN RENEWAL AGENCY					\$1,218,438.52
Vendor: SAVORY					
23-03580.03	UB refund for account: 23-03580.03 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	112.76		
Total For: SAVORY					\$112.76
Vendor: SELKIRK SPORT, LLC					
SI-1836032	JER: RESALE MERCH SHIPMENT 2213465 JAMES E. RUSSELL SPORTS CENTER FACILITY	RETAIL/METER SUPPLIES/EQUIPMENT	2,460.16		
Total For: SELKIRK SPORT, LLC					\$2,460.16
Vendor: SELL MY HOUSE IDAHO LLC					
22-00040.06	UB refund for account: 22-00040.06 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	159.97		
Total For: SELL MY HOUSE IDAHO LLC					\$159.97
Vendor: SONYA KELLEY					

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
07-01070.04	UB refund for account: 07-01070.04 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	151.96		
Total For: SONYA KELLEY					\$151.96
Vendor: SOUTH FORK HARDWARE (PARKS)					
422151	BEACH: TOILET FLNG -FOR RESTROOMS PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	6.99		\$6.99
421809	6 UBOLT - FOR PLOW - BEACH PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	11.94		\$11.94
Total For: SOUTH FORK HARDWARE (PARKS)					\$18.93
Vendor: SOUTH FORK HARDWARE (PUB WKS)					
421936	WWTP: PORT BALL VALVE WASTEWATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	42.99		\$42.99
421949	WTP: POWER BLOC WATER TREATMENT	TOOLS	20.99		\$20.99
Total For: SOUTH FORK HARDWARE (PUB WKS)					\$63.98
Vendor: SPECIALTY AUTO GLASS					
I0084020	WD: VAC TRUCK AUTO GLASS REPAIR WATER DISTRIBUTION	SERVICES - EQUIPMENT - R&M	60.00		\$60.00
Total For: SPECIALTY AUTO GLASS					\$60.00
Vendor: SUN RENTAL CENTER INC					
302118	PARKS: TRLR TO HL MWR - SPORTS CMLPX PARK MAINTENANCE & CAPITAL	RENTAL OF EQUIPMENT AND VEHICLES	90.00		\$90.00
Total For: SUN RENTAL CENTER INC					\$90.00
Vendor: TONI ESPOSTI					
08-00547.08	UB refund for account: 08-00547.08 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	154.74		\$154.74
03-02882.10	UB refund for account: 03-02882.10 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	64.89		\$64.89
Total For: TONI ESPOSTI					\$219.63
Vendor: TORK ELECTRIC INC					
8911	WWTP: MOTOR CONTROL FIX & HEATER INSTALL WASTEWATER TREATMENT	TECH SERVICES - ELECTRICAL	5,444.80		\$5,444.80
9033	PARKS: MEMORIAL FIELD HVAC PARK MAINTENANCE & CAPITAL	CAPITAL CONSTRUCTION SERVICES - BUILDING	5,149.00		\$5,149.00
Total For: TORK ELECTRIC INC					\$10,5
Vendor: TREVOR HOLLENBACK					

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
08-05245.02	UB refund for account: 08-05245.02 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	165.60		
Total For: TREVOR HOLLENBACK					\$165.60
Vendor: USA BLUE BOOK					
INV00935884	WWTP: LAB SUPPLIES WASTEWATER TREATMENT	LABORATORY SUPPLIES	327.56		
Total For: USA BLUE BOOK					\$327.56
Vendor: VERIZON WIRELESS					
6133997827	VZ WIRELESS PHONE/DATA CHGS 12.21.25-01.20.26 WATER DISTRIBUTION	TELEPHONE - WIRELESS	53.59		
	WASTEWATER TREATMENT	TELEPHONE - WIRELESS	38.73		
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	43.15		
Total For: VERIZON WIRELESS					\$135.47
Vendor: WAYNE K BENNER					
PDC01/21/2026	PER DIEM COMP 10/01/25-12/31/25 CENTRAL SERVICES DEPARTMENT	COMMISSION/COMMITTEE SUPPLIES	150.00		
Total For: WAYNE K BENNER					\$150.00
Vendor: WELCH COMER & ASSOCIATES INC					
44050020-009	BRIDGE ST. SIDEWALK - ENG & CON SERV. 11-16-25 THRU 12-20-25 STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	4,469.85		
Total For: WELCH COMER & ASSOCIATES INC					\$4,469.85
Vendor: WESTERN STATES EQUIPMENT CO					
IN003460749	ST: GRADER FILTER STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	20.51		
IN003472581	ST: BACKHOE ELEMENT PARTS STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	129.12		
Total For: WESTERN STATES EQUIPMENT CO					\$149.63
Vendor: WILLIAM A. ALLEN					
07-02360.06	UB refund for account: 07-02360.06 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	146.76		
Total For: WILLIAM A. ALLEN					\$146.76
Vendor: WILLIAM CHRISTOPHER MITCHELL					
PDC012126	PER DIEM COMP 10/01/25-12/31/25 CENTRAL SERVICES DEPARTMENT	COMMISSION/COMMITTEE SUPPLIES	90.00		
Total For: WILLIAM CHRISTOPHER MITCHELL					\$

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv Item # 2.
Vendor: WILLIAMS HOMES				
09-00247.02	UB refund for account: 09-00247.02 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	206.79	\$206.79
Total For: WILLIAMS HOMES				\$206.79

Vendor: WILLIAMS SCOTSMAN INC				
9025422328	WWTP: MODULAR RENTAL 01/19-2026-02/18/2026 (FY26)			\$1,211.43
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	785.40	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	19.64	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	206.26	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	22.00	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	5.00	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	70.00	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	103.13	
Total For: WILLIAMS SCOTSMAN INC				\$1,211.43

Vendor: ZIPLY FIBER				
6269 01.22.26	6269 - PHONE CHGS - 911 TRANSFER 01.22.26-02.21.26			\$13.80
	POLICE DEPARTMENT	TELEPHONE - LANDLINE & OTHER	13.80	
6708 01.22.26	6708 - PHONE CHGS - CITY HALL 01.22.26-02.21.26			\$120.15
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - LANDLINE & OTHER	120.15	
3469 01.25.26	3469 - PHONE CHGS - TURTLE ROCK 01.25.26-02.24.26			\$61.58
	WATER TREATMENT	TELEPHONE - LANDLINE & OTHER	61.58	
Total For: ZIPLY FIBER				\$195.53

City of Sandpoint Payroll Breakdown for JANUARY 2026
Employee Benefit Compensation Export
From 01/01/2026-01/31/2026

Payables Total: \$1,544,025.97

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
819,026.92	108,147.98	4,275.00	15,084.01	54,972.85	109,318.89	1,110,825.65
OUT OF CYCLE EFT PAID						
VENDOR NAME	CHECK #	REASON OUT OF CYCLE	LINE ITEM AMOUNT	CHECK AMOUNT		
Idaho Sales & Use Tax Q4 25	ETF 1299	Out of Sequence EFT	\$592.20	\$592.20		
OUT OF CYCLE CHECK TOTAL				\$592.20		

Grand Total: \$ 2,655,443.82

Councilor Signature: _____ Date: _____

Councilor Name: DEB RUEHLE

NOTICE OF PUBLIC HEARING

Notice is hereby given that Sandpoint City Council will hold a public hearing during their meeting on February 4, 2026, scheduled to begin at 5:30 p.m. in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho, to take public testimony as Council considers a proposal to amend the City's current adopted Fee Schedule to add a new application fee of five hundred dollars (\$500.00) associated with the City's Commercial Property Assessed Capital Expenditure (C-PACE) Program, pursuant to Idaho Code §63-1311A, which requires a hearing at a public meeting when a city considers imposition of any new fee.

Seating in Council chambers is available on a first-come, first-served basis. The overflow areas outside chambers will accommodate additional attendance, with live meeting video and audio provided. For public hearings/public comment periods, those who may not be able to be seated within chambers will be allowed entrance to the room and given the opportunity to speak from the podium.

Any written testimony to be considered at this meeting must be delivered to City Hall or by email to cityplanning@sandpointidaho.gov before 5:00 p.m. on Wednesday, January 28, 2026.

To request special accommodation to view the application files or participate in the above-noticed meeting, contact the City via the email address or phone number stated above no later than two (2) business days prior to the date of the meeting. **22**

Legal#7604 AD#45105
January 20, 27, 2026



AGENDA REPORT

City Council Meeting

TODAY'S DATE: January 12, 2026

MEETING DATE: February 4, 2026

TO: Mayor Grimm and City Council

FROM: Jason Welker, Community Planning & Development Director

SUBJECT: Adoption of Sandpoint C-PACE Program Guidebook and Resolution Establishing C-PACE Program

DESCRIPTION/BACKGROUND:

At its December 17, 2025 meeting, City Council approved the City's participation in Idaho's Commercial Property Assessed Capital Expenditure (C-PACE) program. The Idaho Legislature authorized local governments to establish C-PACE programs pursuant to Idaho Code Title 67, Chapter 38.

ACTION REQUESTED:

Council is asked to adopt a resolution formally establishing the City of Sandpoint C-PACE Program and to approve the Sandpoint C-PACE Program Guidebook, adapted from the City of Coeur d'Alene's model program.

STAFF RECOMMENDATION:

Approve the Resolution Establishing the City of Sandpoint C-PACE Program and adopt the Sandpoint C-PACE Program Guidebook.

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

There is no cost to the City to establish the program. All financing is provided by private capital, and the City may recover administrative costs through application and servicing fees as authorized by state law.

ATTACHMENTS:



PROGRAM GUIDEBOOK: C-PACE PROGRAM

City of Sandpoint, Idaho

Mayor Council

Jeremy Grimm
Deb Reuhle
Joel Aispuro
Kyle
Schreiber
Pam Duquette
Joshua Torez
Joe Tate

Planning & Community

Development Director

Jason Welker

City Finance Director

Sarah Lynds

City Attorney

Fonda Jovich

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I. Introduction

A. About C-PACE

In 2024, the Idaho Legislature passed Commercial Property Assessed Capital Expenditure enabling legislation, creating a new Chapter 38 in Title 67 of the Idaho Code. This legislation allows local governments to establish C-PACE programs within their respective jurisdictions. A C-PACE Program permits owners of eligible commercial property to seek and obtain long-term financing from private Capital Providers for certain Qualified Improvements, including facilities and equipment to promote energy efficiency, renewable energy, water conservation, and resiliency for qualifying buildings. Improvements made to reduce lead in drinking water are also considered Qualified Improvements. In short, C-PACE programs help developers make buildings more efficient and resilient. Furthermore, a C-PACE Program allows a local government to levy and collect a voluntary assessment to repay the financing of the improvements, and to record a lien on the property to ensure repayment. This approach to financing has been used on thousands of properties in more than 30 states and the District of Columbia.

The City of Sandpoint has created and administers a C-PACE Program pursuant to the C-PACE Act. Under this Program, financing is available in four categories: energy efficiency, renewable energy, water conservation, and resiliency improvements. Improvements that reduce greenhouse gas emissions would qualify, provided that the improvements also fall under one of the aforementioned categories. A C-PACE loan is secured by a first and prior lien on the property and paid back over time, which lien is a junior only to liens for City property taxes or ad valorem taxes. Like other assessments, C-PACE financing is non-accelerating, which means only current or past due payments can be collected, while future payments are the responsibility of the Property Owner at the time. The C-PACE repayment obligation transfers automatically to the next owner if the property is sold. In the event of default, only the payments in arrears are due. This arrangement spreads the cost of qualifying improvements – such as energy-efficient HVAC equipment, upgraded insulation, new windows, or solar installations – over the useful life of the improvements. The City’s Program exists under Idaho’s C-PACE legislation and the rules established by this Guidebook. No change in the Program or in Idaho’s C-PACE legislation will affect a Property Owner’s obligations to pay C-PACE assessments incurred under the Program prior to such change.

B. Idaho C-PACE Program Guidebook

This Guidebook sets out the eligibility requirements for C-PACE projects in the City and the process for applying for C-PACE project approval.

II. Definitions

- A. “Capital Provider” means a private third-party lender, including its designee, successor, and assigns, that provides or funds C-PACE financing, including refinancing, pursuant to Chapter 38, Title 67, Idaho Code.
- B. “City” means the City of Sandpoint and its officials with authority over this Program.

- C. “Commercial Property” means:
1. Privately owned commercial, industrial, or agricultural real property; or
 2. Privately owned residential real property consisting of five (5) or more dwelling units.
 3. Property owned by nonprofit, charitable, or religious organizations; or
 4. One (1) or more owner-occupied or rental condominium units affiliated with a hotel.
- D. “C-PACE” means Commercial Property Assessed Capital Expenditure.
- E. “C-PACE Act” means the Commercial Property Assessed Capital Expenditure Act, codified as Chapter 38, Title 67, Idaho Code.
- F. “C-PACE Program” or “Program” means the program established by the City pursuant to the provisions of the C-PACE Act.
- G. “Eligible Property” means any privately-owned commercial, agricultural, industrial, or multi-family real property with five (5) or more dwelling units located within the boundaries of the City, including properties owned by nonprofit, charitable, or religious organizations, or one (1) or more owner-occupied or rental condominium units affiliated with a hotel.
- H. “Financing” means financing and refinancing for a Qualified Project pursuant to the C-PACE Act.
- I. “Financing Agreement” means a contract under which a Property Owner agrees to repay a Capital Provider for the Financing, including but not limited to details of finance charges, fees, debt servicing, accrual of interest and penalties, and terms relating to treatment of prepayment and partial payment, billing, collection, and enforcement of the Financing.
- J. “Program Administrator” means the Planning & Community Development Director or his or her designee, including a third party outside the City, to administer the Program in conformance with the administration procedures provided by the Program Guidebook.
- K. “Program Guidebook” or “Guidebook” means this document which establishes appropriate guidelines, specifications, underwriting and approval criteria, and application forms consistent with the administration of a Program pursuant to the C-PACE Act, including:
1. The form for an assessment contract between the City and the Property

Owner for specifying the terms of assessment under the Program, Financing provided by a third party, and remedies for default or foreclosure;

2. The form for the notice of assessment and C-PACE lien; and
 3. The form for a notice of assignment of assessment and C-PACE lien between the City and a Capital Provider.
- L. “Project Application” means an application submitted to the Program Administrator to demonstrate that a proposed project qualifies for C-PACE financing and for a C-PACE assessment and lien.
- M. “Property Owner” means the legal owner of qualifying Eligible Property, which is the record owner of title to the Eligible Property or the owner of an estate for years created pursuant to a written lease agreement or similar agreement. The Property Owner must be current on any mortgage and property tax payments on the property, and cannot be insolvent or in bankruptcy proceedings. Title to the Eligible Property cannot be in dispute.
- N. “Qualified Improvement” means a permanent improvement installed and affixed to Eligible Property and intended to:
1. Decrease energy consumption or demand through the use of efficiency technologies, products, or activities that reduce or support the reduction of energy consumption;
 2. Support the production of renewable energy, including through the use of a product, device, or interacting group of products or devices on the customer’s side of the meter that provides thermal energy or regulates temperature;
 3. Decrease water consumption or demand, increase water conservation and storage, and address safe drinking water through the use of efficiency technologies, products, or activities that reduce or support the reduction of water consumption or increase the storage of water;
 4. Allow for the reduction or elimination of lead from water that may be used for drinking or cooking; or
 5. Increase water or wastewater resilience, including through storm retrofits, flood mitigation, and stormwater management, or increase wind resistance, energy storage, microgrids, or structures, measures, or other improvements that reduce land use impact, and other resilience projects approved by the City.
- O. “Qualified Project” means a project approved by the Program Administrator,

involving the installation or modification of a Qualified Improvement, including new construction or the adaptive reuse of Eligible Property with a Qualified Improvement. A Qualified Improvement installed and operational no more than three (3) years prior to the date of application is eligible as a Qualified Project.

- P. “Special assessment” means a voluntary assessment imposed by the City on Eligible Property located within the boundaries of the Program.

III. C-PACE Program Rules

This Guidebook establishes the guidelines, eligibility, and approval criteria, and adopts forms for the administration of the Program in accordance with the C-PACE Act. The intent of the Program is to enable financing for Eligible Property owners to make certain Qualified Improvements, including energy efficiency, renewable energy, water conservation, and resiliency improvements as described in the C-PACE Act. Council finds that the Program serves a valid public purpose because it will increase economic development, lower insurance costs, lower disaster and emergency response costs, decrease energy and water costs, and encourage energy and water sustainability.

Qualified Improvements, including all eligible costs that are to be financed as described in a project application approved by the Program, constitute a Qualified Project. Property Owners may receive funding for their Qualified Improvements only from Capital Providers pursuant to a separate Financing Agreement negotiated between the Property Owner and Capital Provider.

A. Establishment of C-PACE Program Boundaries

The City Council adopted Resolution number [] on [], establishing the C-PACE Program for all Eligible Properties. The Program boundaries are the Sandpoint City limits.

B. Administration of Program; Authorized Officials

The Planning & Community Development Director is the Program Administrator, and is designated and authorized to review each Project Application to confirm that it is complete and contains no errors on its face. The Planning & Community Development Director may designate another City employee to act as the Program Administrator for a Project or the Planning & Community Development Director may designate a private third party, including a Capital Provider, to administer Program as provided by the Program Guidebook. The Program Administrator will execute the Assessment Agreement and C-PACE Lien documents on behalf of the City, and record the Notice of Assessment Interest and C-PACE Lien with the County.

The City’s role in the C-PACE Program is strictly ministerial and limited to application verification, execution and recording of assessment documents, and receipt of program fees. The City shall have no role in servicing, billing, or collection of C-PACE financing.

The Program Administrator will:

1. Accept Project Applications from Property Owners and Capital Providers;

2. Review the Project Application to determine conformance with the Project Application Checklist;

3. Approve, conditionally approve, or disapprove the Project Application and communicate the decision to the applicant;
4. Execute the Assessment Agreement, Notice of Assessment Interest, and C-PACE Lien; and
5. Record the Notice of Assessment Interest and C-PACE Lien.

C. Eligibility Requirements

Any Property Owner of Eligible Property may apply for the Program. Qualifying costs that can be C-PACE financed include:

1. Materials and labor necessary for installation or modification of a Qualified Improvement;
2. Permit fees;
3. Inspection fees;
4. Lender fees;
5. Program application and administrative fees;
6. Project development and engineering fees;
7. Interest reserves;
8. Capitalized interest, in an amount determined by the Property Owner and Capital Provider; and
9. Other fees or costs that may be incurred by the Property Owner incidental or ancillary to the installation, modification, or improvement on a specific or pro rata basis, as determined by the City.

D. Application Process

The Program Administrator will review the Project Application (Form 1) for proof of compliance with Idaho Code and Sandpoint Municipal Code requirements that are necessary for the City to approve the application and execute the applicable documents for the proposed C-PACE transaction.

The process of obtaining financing under the Program starts when a Property Owner approaches a Capital Provider. The Capital Provider will work with the Property Owner to collect

a number of diligence items. Once all the items have been received, reviewed, and approved by the Capital Provider, the parties should settle on the loan terms.

The general flow of the C-PACE application process will be as follows:

1. The Property Owner and the Capital Provider prepare the Project Application, consisting of the Project Application Checklist and all supporting documents (described below). Applicants should review the Project Application Checklist accompanying the Project Application to ensure the types of information that the City will rely upon to verify compliance with the C-PACE Act and C-PACE Resolution are present in the completed Project Application.
2. The Program Administrator will have ten (10) business days to review and approve the Project Application. If there are an unusually high number of applications, or if review is delayed because of some force majeure event, the office may notify the applicant that the application review and approval will be delayed by no more than ten (10) additional business days.
 - a. The City application review process is confined to confirming that the Project Application is complete, and all attachments conform to these guidelines. ***City approval does not constitute endorsement of any representations that may be made with regard to the operation and any savings associated with the Qualified Improvements.*** The Program Administrator will review the Project Application for proof of compliance with the requirements of the C-PACE Act and C-PACE Ordinance that are necessary for the City to approve the Project Application and execute the applicable documents for the proposed C-PACE transaction.
 - b. If the Project Application and supporting documents comply with the Project Application Checklist, the Project Application will be approved, and the approval communicated in writing to the applicant. The Project Application may be conditionally approved if the application is complete but the attachment regarding lender consent is not yet available. Conditional approval will be treated the same as an approval, with exceptions noted below.
 - c. Incomplete Project Applications will be returned to the applicant, and the Program Administrator will notify the applicant about which items from the Project Application Checklist were not provided or are insufficient or inaccurate on their face.
3. Upon receipt of approval, the Capital Provider will draft the following “Closing Documents”: the Assessment Agreement (Form 2), the Notice of Assessment Interest and C-PACE Lien (Form 3), and the Assignment of

Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement (Form 4). At or before closing, at the request of the applicant, the designated and authorized official will execute Closing Documents. If the Project Application received conditional approval, the Closing Documents executed by the City may not be released from escrow unless and until all lender consents have been received and executed in accordance with the C-PACE Act and C-PACE Ordinance.

4. At closing, the City will record the Assessment Agreement, the Notice of Assessment Interest and C-PACE Lien, and the Assignment of Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement in the Bonner County Recorder's Office.
5. Upon confirmation of recordation, the Capital Provider will disburse funds in accordance with the Financing Agreement.
6. The Property Owner begins making assessment payments per the Assessment Agreement and in accordance with the Financing Agreement.
7. After project completion, the Property Owner will submit the Certificate of C-PACE Improvements Completion (Form 5) to the City, which provides written verification provided by a licensed professional engineer or engineering firm stating that the qualified project was properly completed and is operating as intended.

E. Application Documents

The Project Application must be submitted with the following documents appended:

1. Project Application Checklist
2. Mortgage Holder Consent (Form 6)
3. Certificate of Compliance for Public Benefits (Form 7), which includes:
 - a. Certification that the project provides one or more of the following benefits to the public:
 - i. Energy or water resource conservation
 - ii. Reduced public health costs or risks
 - iii. Reduced public emergency response cost or risk
4. Certificate of Qualified Improvements (Form 8)

- a. A licensed Engineer or an authorized representative of a licensed engineering firm will certify the Qualified Improvements as applicable for the existing building or new construction. The certifying individual may hold additional licenses or qualifications demonstrating their qualifications, as listed on the form of Certificate of Qualified Improvements.
- 5. For Existing Buildings:
 - a. For Renewable Energy Improvements, Energy Efficiency Improvements, or Water Efficiency Improvements: A statement by the author of the energy analysis that the Qualified Improvements will or did result in either more efficient use or conservation of energy or water, or the addition of renewable sources of energy or water. The energy analysis must be performed by an Idaho licensed engineering firm or engineer.
 - b. For Resilience Improvements: A statement by the author of the analysis that the Qualified Improvements will or did result in improved water or wastewater resilience, including through storm retrofits, flood mitigation and stormwater management, or increase wind resistance, energy storage, microgrids, or structures, measures or other improvements that reduce land use impact. The analysis must be performed by an Idaho licensed engineering firm or engineer.
- 6. For New Construction: A certification that the proposed Qualified Improvements will enable the subject property's project to exceed the current building code requirements for energy efficiency, water efficiency, renewable energy, or renewable water. For resilience improvements, a certification that the proposed Qualified Improvements will enable the project to meet or exceed resilience standards for the local government's building codes or, if none are available, compliance with a nationally available and recognized resiliency standard. The certification must be provided by an Idaho licensed engineering firm or engineer.

F. Closing Documents

The Program has adopted the following form Closing Documents, which require the signature of the Program Administrator and shall be part of the closing of any C-PACE transaction. A Property Owner and Capital Provider may adapt the forms to the needs of their particular transaction but must not modify or omit any material substantive terms contained in the forms.

- 1. Assessment Agreement
- 2. Notice of Assessment Interest and C-PACE Lien

3. Assignment of Notice of Assessment Interest and C-PACE Lien and Assignment of Assessment Agreement

G. Recording

The City shall:

1. File a written notice of assessment and C-PACE lien with the County Recorder. The notice shall contain:
 - a. The amount of the assessment;
 - b. The legal description of the property;
 - c. The name of each property owner;
 - d. A copy of the written assessment contract; and
 - e. A reference to this chapter authorizing the placement of the assessment and C-PACE lien on the property.
2. File and record each C-PACE lien with the County Recorder. The recording shall contain:
 - a. The legal description of the property;
 - b. The name of each property owner;
 - c. The date on which the lien was created;
 - d. The principal amount of the lien; and
 - e. The term of the lien.
3. Record the executed assignment of the assessment agreement, notice of assignment of assessment, and C-PACE lien.
4. The City delegates the recording responsibilities set forth in this section to the Capital Provider receiving the assignment. If billing, collection, and enforcement are delegated to the capital provider, a copy of the assignment and delegation shall also be recorded with the County Recorder.

H. Financing Requirements and Interest Rates

Under the C-PACE Act, the amount of the assessment plus any existing indebtedness on the property cannot exceed ninety percent (90%) of the fair market value of the property as determined by a qualified appraiser. In addition, the amount of the assessment in the case of new construction cannot exceed thirty-five percent (35%) of the fair market value of the property as completed or as stabilized, and, in the case of a retrofit of existing property, cannot exceed twenty-five percent (25%) of the fair market value of the property as completed or as stabilized, all as determined by a qualified appraiser. The determination of fair market value will be established by a qualified appraisal completed no more than twelve (12) months prior to the time of application.

Interest rates are negotiated in a Financing Agreement between the Property Owner and the Capital Provider. The City has no role in reviewing, setting, or opining on such interest rates or other aspects of the Financing Agreement. Market forces – such as competition, the intended

use of the property, potential risk –will affect the terms negotiated by the Property Owners and Capital Providers.

I. Billing, Collection, and Enforcement of C-PACE Liens

Billing, collection, and enforcement of all C-PACE assessments and liens shall be the sole responsibility of the Capital Provider. The City shall not bill, collect, enforce, service, or administer C-PACE installment payments under any circumstances. The Capital Provider will enforce the C-PACE Lien in the same manner as a deed of trust. In accordance with Chapter 15, Title 45, Idaho Code, delinquent installments of the assessment incur interest and penalties as specified in the financing agreement between the Property Owner and Capital Provider. In an enforcement action, assessments not yet due shall not be accelerated or eliminated by foreclosure of the past due amount of the lien.

J. Program Fee

To make the costs of administering the C-PACE Program cost-neutral, the City will collect a servicing fee equal to one percent (1%) of the total amount financed by the Property Owner, not to exceed fifty thousand and no/100 dollars (\$50,000.00). This fee is due at the time of disbursement of funds by the Capital Provider, or any portion thereof. An application fee of five hundred and no/100 dollars (\$500.00) will be paid with submission of the Program Application.

K. Term of an Assessment

The maximum term of an assessment may not exceed the useful life of the Qualified Improvement or weighted average useful life if more than one Qualified Improvement is included in the Qualified Project.

L. Written Consent from Mortgage Holder(s) Required

Before entering into an Assessment Agreement with the City, the Property Owner must obtain and furnish to the City the written consent to the placement of the assessment and C-PACE Lien from any holder of a mortgage or a deed of trust on the property.

M. Provisions for Marketing and Participant Education

This Guidebook will be made available to the public on the City's website. It is determined that there is no need for marketing and participant education at this time. It is presumed that Property Owners and Capital Providers understand the principles and processes associated with C-PACE financing and will look to the Guidebook for understanding and clarification of the Program.

N. Government Has No Liability or Financial Responsibility

The City, its governing bodies, executives, or employees are not personally liable as a result of exercising any rights or responsibilities granted under this Program. The City shall not pledge,

offer, or encumber its full faith and credit for any lien amount through a C-PACE program. No public funds may be used to fund or repay any C-PACE financing obligation between a capital provider and property owner. No City department, including Finance, shall establish accounts, ledgers, or receivables for C-PACE installment payments.

O. Amendments and Interpretation

This Guidebook is intended to establish the general rules and procedures applicable to the Program. The Program Administrator is authorized to make such minor amendments to the rules and procedures as may be required. A minor amendment is one which is fully consistent with the purposes of the Program, as expressed by State law and this Guidebook, and which does not substantially impact a Property Owner, an applicant, or the City financially or impair a property right protected by law. Any major amendments must be presented to City Council for approval.

The Program Administrator is further authorized to interpret the rules and procedures set forth in this Guidebook if it becomes evident that any provision of the Guidebook is reasonably capable of being understood in more than one sense. In making such interpretation, the Program Administrator shall consider the intent, purposes, and plain language of the Guidebook, in light of State law. No provision of the Guidebook should be interpreted so as to render any other provision superfluous or ineffective.

APPLICATION/CLOSING CHECK LIST

The Application/Closing Checklist is offered to the applicant as a means of checking the C-PACE Program Application to ensure that a complete Application is submitted, free from omissions and errors that could possibly lead to rejection of the Application. Check off in section I when completed and submit with the Application. Submission of a complete Application is solely the responsibility of the applicant. Check off in section II when completed and submit at the time of Closing. Completion of this form does not relieve the applicant of the responsibility for providing all documents needed for the Application and Closing.

I. **Application** (documents needed for approval of Application):

- ☐ 1. Are all blank spaces filled out on C-PACE Program Application?
- ☐ 2. Is the Mortgage Holder Consent form completed and attached for each mortgagee or beneficiary of a deed of trust?
- ☐ 3. Is the C-PACE Program Certificate of Compliance – Public Benefits attached?
- ☐ 4. Is the Certificate of Qualified Improvement attached?
- ☐ 5. Are authorized signatures properly affixed to the Application?

II. **Closing** (documents needed before Closing):

- ☐ 6. Is the Assessment Agreement completed and signed, with all required attachments?
- ☐ 7. Is the Notice of Assessment and C-PACE Lien completed and signed, with all the required attachments?
- ☐ 8. Is the Assignment of Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement completed and ready for the City's signature?
- ☐ 9. Is all information which is necessary for Recording provided (see Program Guidebook at page 11)?

FORMS

PROGRAM APPLICATION FORM 1



City of Sandpoint
 Planning & Community
 Development Department
 1123 Lake St.
 Sandpoint, ID 83864
 (208) 263-3370
 kebner@cdaid.org

For office use only

Application Fee: \$500.00
 Servicing Fee: \$ _____
 Date Paid: _____
 Approved by: _____
 Date of Approval: _____

C-PACE PROGRAM APPLICATION

*All blanks must be filled in. If the requested information does not apply,
 indicate "Does Not Apply" or "N/A."*

Property Owner Name:	
Mailing Address:	
Physical Address:	
Telephone Number:	Email:
Tax ID Number (EIN or SSN):	

Project Name:	
Address of Project:	
Legal Description:	
Assessed Value and Date of Assessment:	Appraised Value and Date of Appraisal:
Building Size:	Year Built (if applicable):
Project Type (e.g. commercial, multi-family):	

Total Amount Financed:	
Capital Provider:	
Contact person:	
Mailing Address:	
Telephone Number:	Email:

Project Narrative *(Briefly describe the overall project. Use additional sheets if necessary.):*

Project Details *(Describe the proposed Qualified Improvements applicable to the C-PACE Program, e.g., improvements that promote or support energy efficiency, renewable energy, water conservation, reduction or elimination of lead from water, water or wastewater resilience, etc. If the application is for improvements installed within the last three (3) years, include the date of installation of each improvement. Use additional sheets if necessary):*

Please answer the following questions. You must answer “no” to each question to qualify for the C-PACE Program.

	Yes	No
Is any mortgage or deed of trust payment past due?		
Are any property tax assessments past due?		
Is the property owner insolvent?		
Is the property owner currently in bankruptcy proceedings?		
Is the total debt secured by the property, including any C-PACE assessment, in excess of 90% of the fair market value of the property as complete or stabilized?		
For new construction, will the C-PACE assessment exceed 35% of the fair market value of the property as complete or stabilized?		
For a retrofit of existing property, will the C-PACE assessment exceed 25% of the fair market value of the property as complete or stabilized?		
Was the appraisal setting the fair market value of the property (by a qualified appraiser) completed more than 12 months before the date of this application?		
Does the period of the proposed special assessment exceed the weighted average of the useful life of the qualified project that is the basis for the assessment?		
Will the voluntary assessment under the C-PACE program constitute an event of default under any current mortgage or deed of trust on the property?		

The property owner must submit the following with this application:

1. For an existing building, an energy analysis by a licensed engineering firm or engineer, which includes a statement that the improvements will result in more efficient use or conservation of energy or water or the addition of renewable sources of energy or water, OR that the improvements will result in improved resilience.
2. For new construction, a written certification by a licensed engineering firm or engineer, which includes a statement that the improvements will enable the project to exceed building code requirements for energy efficiency, water efficiency, renewable energy, and/or renewable water, or meet or exceed resilience standards in the City's building code or, if none, a nationally available and recognized resiliency standard.
3. A copy of the appraisal for the property.
4. A written statement from an authorized officer of each holder of a mortgage or deed of trust consenting to the assessment and indicating that the assessment does not constitute an event of default under the mortgage or deed of trust.
5. A written certification by the Capital Provider that the property owner and project meet the requirements of the C-PACE Act and Program Guidebook, and qualify for financing under this Program.

ASSESSMENT AGREEMENT FOR C-PACE FINANCING FORM 2

ASSESSMENT AGREEMENT FOR C-PACE FINANCING

This ASSESSMENT AGREEMENT for C-PACE FINANCING (the “Agreement”) is made and entered into as of this ____day of _____, 20__, (the “Effective Date”) by and between the City of Sandpoint, Bonner County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, (the “City”) and _____, the record owner(s) (the “Property Owner”) of the real property described in Exhibit “A” (the “Property”).

RECITALS

WHEREAS, the City, on November 5, 2024, established the Commercial Property Assessed Capital Expenditure Program (the “Program”) through the adoption of Resolution No. 26-__ (“C-PACE Resolution”) to allow the financing of certain renewable energy, energy and water efficiency, and resiliency improvements (“Qualified Improvements”), through the levy of contractual assessments pursuant to the Commercial Property Assessed Capital Expenditure Act, Title 67, Chapter 38, Idaho Code, (the “Act”) (as may be amended from time to time); and

WHEREAS, the City has designated the Planning & Community Development Director as the Program Administrator; and WHEREAS, the purpose and method of approval of C-PACE financing under the Program are described in the Program Guidebook (the “Program Guidebook”), as the same may be amended from time to time prior to the Effective Date of this Agreement; and

WHEREAS, the City has consented to the participation in the Program by owners of eligible properties within the boundaries of the City; and

WHEREAS, the Property Owner’s Property is an eligible property within the boundaries of the City; and

WHEREAS, the Property Owner has submitted application materials (the “C-PACE Application”) including a description of the Qualified Improvements that will be acquired, constructed on and/or installed on the Property; and

WHEREAS, the City, through its Program Administrator, has reviewed the C-PACE Application of the Property Owner to assess compliance with the Act, the C-PACE Resolution, and Program Guidebook, and the City has determined that the project proposed by the Property Owner complies with such criteria and is approved for participation in the Program (the “Approved Project”); and

WHEREAS, the Approved Project is to be financed pursuant to a financing agreement (the “Financing Agreement”) between the Property Owner and _____(the “Capital Provider”) pursuant to which the Property Owner agrees to repay such Capital Provider; and

WHEREAS, pursuant to the Act, the City and the Property Owner must enter into an agreement whereby the Property Owner voluntarily consents to have an assessment levied and a

lien placed on the Property in exchange for receiving and repaying C-PACE financing; and

WHEREAS, it is a condition to closing of the Financing Agreement that the Property Owner and the City enter into this Agreement; and

WHEREAS, the Property Owner voluntarily and willingly agrees to have an assessment levied on the Property and to enter into this Agreement in order to finance the installation of the Qualified Improvements on the Property contemplated as part of the Approved Project, all on the terms set forth in this Agreement and the Financing Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Property Owner and the City enter into an Agreement as follows, with the intent to bind themselves and their respective successors and assigns.

Section 1. Purpose. The Property Owner and the City are entering into this Agreement for the purpose of subjecting the Property to a C-PACE assessment to finance or refinance the purchase, installation, or construction of the Qualified Improvements identified in Exhibit “B” on the Property.

Section 2. The Property. This Agreement relates to the real property identified in Exhibit “A.” The Property Owner has supplied to the City current evidence of his/her/their/its fee ownership or an estate for years created pursuant to a written lease agreement or similar agreement in the Property, and possesses all legal authority necessary to execute and deliver this Agreement.

Section 3. Assessment and Lien.

a. The Property Owner agrees that upon the execution and delivery of this Agreement by the parties, the Property Owner voluntarily and willingly consents to the placement of an assessment levied against the Property by the City pursuant to this Agreement and applicable law in the principal amount of \$ _____ (the “Assessment”), together with all interest, penalties, and fees as described in the Financing Agreement, Exhibit “C” attached hereto, and in the Assessment Schedule, Exhibit “D” attached hereto. Upon execution and delivery of this Agreement, the City will execute and cause to be recorded in the Bonner County Recorder’s Office, together with a copy of this Agreement, pursuant to Idaho Code § 67-3808(3), the Notice of Assessment Interest and C-PACE Lien (“Notice of Assessment”), substantially in the form of Exhibit “E.” The recording of the Notice of Assessment will cause the Assessment to attach as a lien upon the Property for the benefit of the City and provide record notice to third parties of the existence of the lien.

b. The execution and delivery of this Agreement by the parties authorizes and effectuates the levy of the Assessment by the City against the Property without any further action required by the parties.

c. The Property Owner hereby promises to pay the Assessment over a period of years on the due dates set forth in Exhibits “C” and “D” hereto. The Property Owner agrees

to pay the amount due in installments according to the Assessment schedule, each such installment to be paid by the Property Owner by its due date in order to avoid delinquencies and the accrual of interest and related penalties.

d. The Assessment shall be secured by the lien until paid in full. Failure to pay any installment, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing on the amounts due on the terms and provisions set forth in the Financing Agreement. In addition, under those circumstances, the lien may be subject to foreclosure in the manner of a deed of trust as set forth in Title 45, Chapter 15, Idaho Code.

e. The Property Owner hereby certifies to the City that:

- (1) the Property Owner is the legal owner of the Property;
- (2) the Property Owner is current on mortgage and property tax payments related to the Property;
- (3) the Property Owner is not insolvent or in bankruptcy proceedings;
- (4) title of the Property is not in dispute;
- (5) the amount of the Assessment plus any other existing indebtedness on the property does not exceed ninety percent (90%) of the fair market value of the Property as completed or stabilized, as determined by a qualified appraiser in an appraisal report completed no more than twelve (12) months prior to the date on which the application was submitted; and
- (6) if the Project constitutes a retrofit of existing property, the amount of the Assessment does not exceed twenty-five percent (25%) of the fair market value of the Property as completed or as stabilized, as determined by a qualified appraiser in an appraisal report completed not more than twelve (12) months prior to the date on which the application was submitted; and
- (7) if the Project constitutes new construction, the amount of the Assessment does not exceed thirty-five percent (35%) of the fair market value of the Property as completed or as stabilized, as determined by a qualified appraiser in an appraisal report completed not more than twelve (12) months prior to the date on which the application was submitted.

Section 4. Collection of Assessment; Assignment of Rights; Private Foreclosure.

a. The Assessment installments shall be collected in the manner specified in the Program Guidebook.

b. The City hereby irrevocably assigns its right to receive all installments of the Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Assessment schedule or upon prepayment of the Assessment in whole or in part in, and any and all sums collected pursuant to foreclosure and enforcement, together with all payments of interest due and payable, including penalty interest if delinquent, to the Capital Provider, its successors or assigns. The parties hereby acknowledge and agree that in the event an Assessment installment is not received by the due date as indicated in the Assessment schedule, the Capital Provider may enforce the lien as provided in the Act, in the same manner as that of a deed of trust, pursuant to Title 45, Chapter 15, Idaho Code, irrespective of whether real property taxes (or any other taxes, charges, or assessments) are due and owing at the time.

Section 5. Term; Agreement Runs with the Land.

a. Except as may otherwise be set forth in this Agreement, this Agreement shall terminate upon the final payment or prepayment of the Assessment. Following such termination, the City at the direction of the Credit Provider shall cause to be executed, delivered, and/or recorded such instruments as are necessary in order to release the lien. The lien placed pursuant to this Agreement establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land.

b. The balance of the lien that has not yet become due is not accelerated or eliminated by a tax sale based upon the lien or any lien for taxes imposed by the state, a local government, or junior taxing district against the Property, or any other foreclosure of an indebtedness on the Property.

c. While any portion of the Assessment remains unpaid, the Property shall not be subdivided without the Capital Provider's prior written consent. In the event the Property is subdivided while any portion of the Assessment remains unpaid, the Assessment will be assigned to each of the newly created parcels on the basis of relative valuation at the time of the subdivision, unless the Financing Agreement provides that the Assessment should be allocated in an alternate manner.

d. The Property Owner hereby acknowledges and agrees that this Agreement constitutes written notice that the Property Owner may be responsible for the payment of any remaining principal balance of the Assessment upon the refinance or sale of the Property unless the remaining principal balance is assumed by the acquiring property owner.

Section 6. Assignment of Assessment Billing, and Collection to Capital Provider. In accordance with Idaho Code § 67-3808(4):

a. The City shall, pursuant to an Assignment of Notice of Assessment Interest and lien and Assignment of Assessment Agreement ("Notice of Assignment"), delegate to the Capital Provider the sole responsibility for billing, collecting and enforcing the Assessment and the lien.

b. Delinquencies Private Foreclosure. After one (1) year from the date of any delinquency related to the Assessment, the Capital Provider shall enforce any delinquent Assessment installment as provided in the Act, in the same manner as a deed of trust, provided that any sale proceeds in excess of the amount of the overdue Assessment installment and related penalties and interest will be distributed by the Capital Provider in accordance with applicable law governing distribution of proceeds following the foreclosure of a deed of trust.

Section 7. Recordation of Documents. The City shall cause to be recorded, or will delegate to the Capital Provider to record, in the Bonner County Recorder's Office the Notice of Assessment, which includes this Agreement as an attachment, the Notice of Assignment, and such other documents that are attached as Exhibits to this Agreement.

Section 8. Amendment.

a. This Agreement may be modified only by the written agreement of the City and the Property Owner, or any successor or assign of the parties.

b. The Property Owner agrees, from time to time, to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Agreement.

Section 9. Binding Effect; Assignment. This Agreement inures to the benefit of and is binding upon the City, the Property Owner, and their respective successors and assigns; Provided, however, that the City may not assign its rights and obligations under this Agreement without the prior written consent of the Capital Provider. The obligation to pay the Assessment set forth in this Agreement is an obligation of the Property and no agreement or action of the Property Owner (other than repayment of the Assessment in full in accordance with the terms of the Financing Agreement) will impair in any way the right to pursue a foreclosure with respect to the lien or the right to enforce the collection of the Assessment or any Assessment installment against the Property.

Section 10. No Liability of the City. Pursuant to the Act, so long as the City complies in good faith with the Act, the C-PACE Resolution, and its obligations under this Agreement, the City shall incur no liability as a result of any provision of this Agreement, nor shall any members of the governing body, employees, and officers of the City be personally liable for exercising any rights or responsibilities pursuant to or in furtherance of this Agreement. This provision shall inure only to the City, its governing body, employees, and officers, and not to the benefit of the City's successors or assigns of this Agreement.

Section 11. Indemnification. The Property Owner agrees to defend, indemnify, and hold the City, its governing body, employees, agents, and contractors harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with this Agreement, the Approved Project, the Assessment, and the lien. The Property Owner's duty to indemnify the City shall not apply to liability for damages to the extent caused by or resulting from the sole or contributory negligence or willful misconduct of the City, its governing body, employees, agents, or contractors. The

Property Owner agrees to defend, indemnify and hold the Capital Provider, its directors, officers, employees, agents, and representatives harmless hereunder in the same manner provided in the Financing Agreement.

Section 12. Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the laws of the state of Idaho. Any legal action brought under this Agreement must be instituted in the District Court of the State of Idaho, in and for the County of Bonner.

Section 13. Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 14. Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

IN WITNESS WHEREOF, the City of Sandpoint and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF SANDPOINT:

By: _____
Jeremy Grimm, Mayor

ATTEST:

Melissa Ward, City Clerk

PROPERTY OWNER:

By: _____
Its: _____

CITY'S ACKNOWLEDGEMENT

[illegible]

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Jeremy Grimm and Melissa Ward, known to me to be the Mayor and City Clerk of the City of Sandpoint, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Sandpoint.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

PROPERTY OWNER'S ACKNOWLEDGEMENT

[illegible]

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

[To be inserted]

EXHIBIT B
LIST OF QUALIFIED IMPROVEMENTS

[To be inserted]

EXHIBIT C
FINANCING AGREEMENT

[to be inserted]

EXHIBIT D

ASSESSMENT SCHEDULE

Period	Bill date	Delinquent After Date	Payment	Interest	Principal	Principal Remaining	Annual Collection Costs**	Total Payment Due
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

EXHIBIT E**NOTICE OF ASSESSMENT INTEREST and C-PACE LIEN**

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF SANDPOINT

1123 Lake St.
Sandpoint, ID 83864

NOTICE OF ASSESSMENT AND C-PACE LIEN

(GRANTEE) CITY OF SANDPOINT (GRANTOR)

-

Notice is hereby given that the City of Sandpoint, Idaho, at the request of the Property Owner named below, is placing a C-PACE Lien pursuant to Idaho Code § 67-3810 on the described Property. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	City of Sandpoint, Idaho
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACE LIEN ON THE PROPERTY	
3. THE PROPERTY OWNER(s) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACE LIEN	
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACE LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS	
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACE LIEN	

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACE LIEN	SEE EXHIBITS C AND D TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO

IN WITNESS WHEREOF, Grantee and Grantor have caused this Notice of Assessment Interest and C-PACE Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF SANDPOINT

By: _____,
_____, Mayor

ATTEST:

Melissa Ward, City Clerk

STATE OF IDAHO)
) ss.
County of Bonner)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Jeremy Grimm and Melissa Ward, known to me to be the Mayor and City Clerk of the City of Sandpoint, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Sandpoint.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

GRANTOR:
[PROPERTY OWNER]

By: _____

STATE OF IDAHO)
) ss.
County of Bonner)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
My Commission expires: _____

EXHIBIT A
ASSESSMENT AGREEMENT

[see attached]

NOTICE OF ASSESSMENT AND C-PACE LIEN FORM 3

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF SANDPOINT

123 Lake Street
Sandpoint, ID 83864

NOTICE OF ASSESSMENT AND C-PACE LIEN

(GRANTEE) CITY OF SANDPOINT, IDAHO

(GRANTOR) _____

Notice is hereby given that the City of Sandpoint, Idaho, at the request of the Property Owner(s) named below, is placing a C-PACE Lien pursuant to Idaho Code § 67-3810 on the described Property. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	City of Sandpoint
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACE LIEN ON THE PROPERTY	
3. THE PROPERTY OWNER(s) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACE LIEN	
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACE LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS:	
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACE LIEN	

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACE LIEN	SEE EXHIBIT C AND D TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO

IN WITNESS WHEREOF, Grantee and Grantor have caused this Notice of Assessment Interest and C-PACE Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF SANDPOINT

By: _____
_____, Mayor

STATE OF IDAHO)
) ss.
County of Bonner)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Jeremy Grimm and Melissa Ward, known to me to be the Mayor and City Clerk of the City of Sandpoint, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Sandpoint.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

GRANTOR:
[PROPERTY OWNER]

By: _____

STATE OF IDAHO)
) ss.
County of Bonner)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
My Commission expires: _____

EXHIBIT A
ASSESSMENT AGREEMENT

[see attached]

**ASSIGNMENT OF NOTICE OF
ASSESSMENT AND C-PACE LIEN
AND ASSIGNMENT OF
ASSESSMENT AGREEMENT
FORM 4**

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF SANDPOINT, IDAHO

1123 Lake Street
Sandpoint, ID 83864

**ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND
ASSIGNMENT OF ASSESSMENT AGREEMENT**

This ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT (the "Assignment") is dated the ____ day of _____, 20__ by **the CITY OF SANDPOINT, BONNER COUNTY, IDAHO**, a municipal corporation organized and existing by virtue of the laws of the state of Idaho, (the "Assignor") to _____, a _____ corporation, (the "Assignee").

For value received, Assignor hereby grants, assigns and transfers to Assignee, without recourse or warranty of any kind, express or implied, all of Assignor's rights in, title to, and interest under, that certain Notice of Assessment and C-PACE Lien, dated as of [____], 20__, by [____] ("Property Owner") and Assignor, recorded on [____], 20__ as Instrument No. _____ in the office of the Bonner County Recorder, State of Idaho (the "Notice of Assessment Interest"), and the Assessment Agreement dated as of [____], 20__ (the "Assessment Agreement"), among Property Owner, Assignee and Assignor and attached to such Notice of Assessment Interest, together with the obligations secured by the C-PACE Lien (as such term is as defined in the Assessment Agreement) and all other instruments, documents and certificates executed in connection therewith. Assignee hereby accepts all of Assignor's rights in, title to, and interest under the Assessment Agreement, the Notice of Assessment Interest and the C-PACE Lien, together with the obligations secured by the C-PACE Lien and all other instruments, documents and certificates executed in connection therewith.

Consistent with Idaho Code § 67-3808(4), by accepting this Assignment, Assignee agrees for the benefit of Assignor that Assignee shall be solely responsible for the billing and collection of the Assessment and for enforcing the obligation of Property Owner to pay the Assessment described in the Assessment Agreement, including pursuing a foreclosure of the C-PACE Lien in accordance with Chapter 15 of Title 45, Idaho Code. Assignor shall have no obligation to pursue such foreclosure on behalf of Assignee, or to otherwise participate in such foreclosure, except to the extent that any action on the part of Assignor or any official of Assignor is required in order to allow Assignee to prosecute or effectuate the foreclosure under Chapter 15 of Title 45, Idaho Code, or to ratify or confirm any action of Assignee taken in furtherance of the foregoing. The Assignee may assign any or all of its rights under the Assessment Agreement without the consent of Assignor or the Property Owner, provided that the Assignee provides notice of the assignment to the Assignor and the Property Owner.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

CITY OF SANDPOINT

By: _____

Name: _____

Title: Mayor

ATTEST:

Melissa Ward, City Clerk

STATE OF IDAHO)
) ss.
County of Bonner)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Jeremy Grimm and Melissa Ward, known to me to be the Mayor and City Clerk of the City of Sandpoint, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Sandpoint.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho

Residing at _____

My Commission expires: _____

[CAPITAL PROVIDER]

By: _____

Name: _____

Title: _____

STATE OF IDAHO)
) ss.
 County of Bonner)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

 Notary Public for _____

Residing at _____

My Commission expires: _____

CERTIFICATE OF C-PACE IMPROVEMENTS COMPLETION FORM 5



CERTIFICATE OF C-PACE IMPROVEMENTS COMPLETION

Property Owner:

Property Address: _____

C-PACE application approval date:

C-PACE financing closing date: _____

I am an authorized representative of the Property Owner listed above and hereby certify that the Project under the above-approved C-PACE Application, attached as Exhibit "A" hereto, has been properly completed and all improvements are operating as intended.

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

EXHIBIT A
C-PACE APPLICATION

[See attached]

MORTGAGE HOLDER CONSENT FORM 6

MORTGAGE HOLDER CONSENT

Date: _____

Mortgage Holder:

BANK NAME: _____

BANK ADDRESS: _____

BANK CITY, STATE, ZIP: _____

PHONE NUMBER: _____

Loan Number(s): _____

Property Owner and Mailing Address:

OWNER NAME: _____

OWNER ADDRESS: _____

OWNER CITY, STATE, ZIP: _____

Property (as more particularly described in the attached Exhibit A):

PROPERTY ADDRESS: _____

PROPERTY CITY, STATE, ZIP: _____

Recording Information: [Date] and [Book] and [Page] or [Document No.]

This is a Mortgage Holder Consent (“Consent”) by the undersigned entity (the “Mortgage Holder”) with respect to the above-referenced loan(s) (the “Loan”) secured by the Property.

The Property Owner intends to finance the installation of eligible improvements in an amount of up to \$[_____] through the levy of a contractual assessment (the “Assessment”) pursuant to the Commercial Property Assessed Capital Expenditure Act, Title 67, Chapter 38, Idaho Code, (the “Act”) in order to reduce energy consumption, to reduce water consumption, to increase resiliency, or to install renewable energy systems on the Property by participating in the commercial property assessed capital expenditure (“C-PACE”) program (“Program”) authorized by the City of Sandpoint in which the Property is located pursuant to the Act. Pursuant to the Program, the Property Owner agrees to the levying of the Assessment against the Property that will be collected in installments. In no circumstances will the amount owing on the assessment be accelerated on account of a payment default or for any other reason, but rather any proceeding to enforce the Assessment shall be limited to the collection of the amount then currently due with respect to the Assessment, including past-due interest, past-due fees, and costs of collection as permitted under the Act, state tax code, and contracts with local government governing the Program.

By signing below, Mortgage Holder hereby: (i) acknowledges and consents to the Assessment in the amount set forth above; (ii) agrees that the Assessment will not constitute an event of default or trigger the exercise of any remedies under the loan documents between Mortgage Holder and Property Owner, and (iii) acknowledges that this Consent is being relied on by all parties participating in, lending in or administering the Program.

The undersigned hereby represents that he/she is an officer authorized to execute and deliver this Consent on behalf of Mortgage Holder.

[MORTGAGE HOLDER]:

By _____(SEAL)
 Name _____
 Title _____

STATE OF _____)
) ss.
 County of _____)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

 Notary Public for _____
 Residing at _____
 My Commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

**C-PACE PROGRAM
CERTIFICATE OF COMPLIANCE
Public Benefits
FORM 7**



**C-PACE PROGRAM
CERTIFICATE OF COMPLIANCE
Public Benefits**

I, the undersigned, have reviewed the Project and hereby certify the following information with respect to the proposed Qualified Improvements described in the project proposal (e.g., equipment specifications; design drawings/modeling; permit applications; an ASHRAE Level 1 assessment/energy assessment; an ASHRAE Level 2 full building model):

Please describe: _____

_____(Use additional sheets if necessary.)

I CERTIFY THAT THE PROPOSED QUALIFIED IMPROVEMENTS PROVIDE THE FOLLOWING BENEFITS TO THE PUBLIC FOR THE FOLLOWING REASONS *(please check all that apply; use additional sheets if necessary):*

_____ Energy or water resource conservation

Please

describe: _____

_____ Reduced public health costs or risk

Please

describe: _____

_____ Reduced public emergency response cost or risk

Please

describe: _____

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

CERTIFICATE OF QUALIFIED IMPROVEMENTS FORM 8



CERTIFICATE OF QUALIFIED IMPROVEMENTS
Energy, Water, Renewable Energy, Resilience

I, the undersigned, hereby certify the following facts with respect to the proposed Qualified Improvements described in the project proposal:

1. I am either a licensed Professional Engineer or an authorized representative of a licensed engineering firm, whose registration number and stamp are shown below.
2. If applicable: I am accredited by or belong to a firm with an accreditation from (*please denote with an "X" or checkmark, and attach verification of professional accreditation*):

- ☐ Building Energy Assessment Professional (BEAP)
- ☐ Building Energy Modeling Professional (BEMP)
- ☐ Certified Building Energy Assessment Professional (BEAP) (offered by ASHRAE)
- ☐ Certified Energy Auditor (CEA) (offered by Association of Energy Engineers [AEE])
- ☐ Certified Energy Manager (CEM) (offered by AEE)
- ☐ Certified FORTIFIED Commercial™ Evaluator (offered by IBHS)
- ☐ Certified GeoExchange Designer (CGD)
- ☐ Certified High-Performance Building Design Professional (HBDP) (offered by ASHRAE)
- ☐ Certified Measurement and Verification Professional (CMVP) (offered by AEE and EfficiencyValuation Organization)
- ☐ Investor Confidence Project (ICP) Quality Assurance Assessor
- ☐ Investor Confidence Project (ICP) Project Developer
- ☐ LEED Accredited Professional
- ☐ Licensed Architect
- ☐ Water Quality Association Professional Certification
- ☐ North American Board of Certified Energy Practitioners (NABCEP)
(for solar PV only, a design specialist certification is acceptable)

3. The application is for:
 - ☐ an existing building
 - ☐ new construction

4. Please describe your relationship to the project:
 ____ I am employed by the project applicant in my professional capacity
 ____ I am a contracted independent third-party reviewer

5. I reviewed the following information regarding the project (e.g., equipment specifications; design drawings/modeling; permit applications; an ASHRAE Level 1 assessment/energy assessment; an ASHRAE Level 2 full building model)
 Please describe: _____

6. The project proposal includes “Qualified Improvements”, as defined in Section 67-3803(11) of the Commercial Property Assessed Capital Expenditure Act, Chapter 38 of Title 67, Idaho Code and the Program Guidebook, and the estimated useful life of each Qualified Improvement (*please attach*).

7. The Qualified Improvements will be permanently affixed to the property.

FOR AN EXISTING BUILDING

I CERTIFY (*please check all that apply*):

- ☐ I am the author of the energy analysis (*please attach*). The proposed Qualified Improvements will result in either the more efficient use or conservation of energy or water or the addition of renewable sources of energy or water.
- ☐ The Qualified Improvements will result in (a) improved water or wastewater resilience, which may include, without limitation, flood mitigation, stormwater management and storm retrofits, or (b) increased wind resistance, energy storage, microgrids, or structures, measures, or other improvements that reduce land use impact.
- If other, please specify:*
- _____

FOR NEW CONSTRUCTION

I CERTIFY:

- ☐ The proposed Qualified Improvements will enable the subject property’s project to exceed the energy efficiency, water efficiency, renewable energy or renewable water requirements of the jurisdiction’s current building code, or meet or exceed the resilience standards of the jurisdiction’s current building code or, if none is available, a nationally available and recognized resiliency standard.

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

IF APPLICABLE

License No. _____

Stamp: _____

ATTACHMENTS

(Please denote using an "X" or checkmark, and attach to this Certificate of Compliance)
☐ verification of accreditation *(if applicable)*:

☐ project proposal with list of estimated useful life of Qualified Improvements

☐ energy analysis *(if applicable)*
☐ other *(please specify)*:

☐ other *(please specify)*:

No: 26-
Date: February 4, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: ESTABLISHING A COMMERCIAL PROPERTY ASSESSED CAPITAL EXPENDITURE (C-PACE) PROGRAM, DESIGNATING BOUNDARIES, DELEGATING PROGRAM ADMINISTRATION, ADOPTING THE CITY OF SANDPOINT C-PACE PROGRAM GUIDEBOOK, AND AUTHORIZING IMPLEMENTATION OF A DIRECT-PAY C-PACE MODEL

WHEREAS: Idaho Code Title 67, Chapter 38 authorizes municipalities to establish Commercial Property Assessed Capital Expenditure (“C-PACE”) programs to permit voluntary special assessments on eligible commercial properties to finance qualified energy, water, renewable energy, and resiliency improvements;

WHEREAS: The Idaho Legislature has declared that C-PACE programs serve a valid public purpose by increasing economic development, lowering disaster and emergency response costs, decreasing energy and water consumption, and encouraging sustainability;

WHEREAS: On December 17, 2025, the Sandpoint City Council authorized establishment of a local C-PACE program;

WHEREAS: The City has prepared a City of Sandpoint C-PACE Program Guidebook (“Guidebook”) establishing eligibility standards, application procedures, standardized assessment and lien documents, and administrative requirements consistent with Idaho Code Title 67, Chapter 38; and

WHEREAS: The City Council desires to implement a C-PACE program utilizing a lender direct-pay model whereby all billing, collection, and enforcement responsibilities are delegated exclusively to participating capital providers.

NOW, THEREFORE, BE IT RESOLVED THAT: Section 1. Establishment of Program: The City of Sandpoint hereby establishes a Commercial Property Assessed Capital Expenditure (“C-PACE”) Program pursuant to Idaho Code Title 67, Chapter 38.

Section 2. Program Boundaries: The boundaries of the Sandpoint C-PACE Program shall include all eligible properties located within the corporate limits of the City of Sandpoint.

Section 3. Adoption of Guidebook: The City Council hereby adopts the City of Sandpoint C-PACE Program Guidebook, attached hereto and incorporated by reference, as the governing document for administration of the Program.

Section 4. Designation of Program Administrator: The Planning & Community Development Director, or designee, is hereby designated as the Program Administrator and is authorized to administer the Program in accordance with the Guidebook and Idaho law.

Section 5. Authorization of Assessments and Liens: The City is authorized to enter into voluntary assessment agreements with eligible property owners, levy C-PACE

special assessments, and record C-PACE liens in accordance with Idaho Code Title 67, Chapter 38 and the Guidebook.

Section 6. Direct-Pay Model; Delegation of Enforcement: All billing, collection, servicing, and enforcement of C-PACE assessments and liens are hereby irrevocably delegated to participating capital providers. The City shall have no responsibility for billing, collection, servicing, or enforcement of any C-PACE financing obligation.

Section 7. No Financial Obligation of the City: The City shall not pledge its full faith and credit, shall not use public funds to finance any C-PACE project, and shall incur no financial liability for any private financing obligation arising under the Program.

Section 8. Effective Date: This Resolution shall take effect immediately upon adoption.

Jeremy Grimm, Mayor

ATTEST:

Melissa Ward, City Clerk



AGENDA REPORT

City Council Meeting

TODAY'S DATE: January 22, 2026

MEETING DATE: February 4, 2026

TO: Mayor Grimm, Sandpoint City Council

FROM: Jason Welker, Planning & Community Development Director

SUBJECT: City Beach RV Park Site: Survey Results, Community Workshop Summary, and Commission Recommendation

PURPOSE OF REPORT

The purpose of this staff report is to:

1. Provide City Council with a final summary of community outreach and engagement related to the City Beach RV Park site;
2. Transmit the Parks & Recreation Commission's January 14, 2026 recommendation to proceed with RV Park renovation using secured funding; and
3. Include updated funding proposal from the Averill Hospitality Group to related to an alternative use of the RV Park site.

This report is informational in nature. Staff does not provide analysis, recommendations, or conclusions regarding the relative merits of the options described.

BACKGROUND AND COMMUNITY ENGAGEMENT SUMMARY

Over the past several months, City Council directed staff to evaluate the long-term future of the City Beach RV Park site in light of aging infrastructure, increasing operational demands, and the site's prominence within City Beach Park. In response, staff conducted a multi-phase community engagement effort that included a community-wide survey (908 responses) and a facilitated community workshop on December 13, 2025.

As detailed in the prior staff report (attached) the engagement process revealed several consistent themes:

- The renovated RV Park ranked highest overall when evaluated across feasibility, economic contribution, and seasonality.
- Four of the five highest-scoring alternatives were non-lodging, community-oriented uses, including a community event space.
- Participants emphasized public access, flexibility, and multi-season activation of City Beach.
- The engagement did not yield a single consensus outcome, but rather articulated values and tradeoffs for Council consideration.

PARKS & RECREATION COMMISSION RECOMMENDATION

On January 14, 2026, the Parks & Recreation Commission reviewed the community engagement results, financial considerations, and grant constraints, and voted to forward the following recommendation to City Council (meeting minutes attached)

“Recommending to City Council that the City proceed with renovation of the City Beach RV Park utilizing currently secured funding, while directing staff to incorporate design or operational improvements that enhance public access and community benefit and to periodically reevaluate the site's long-term use as funding opportunities and community priorities evolve.”

The motion passed with one dissenting vote and one abstention.

COUNCIL ACTION

City Council is asked to review the information presented in this report, including the summary of community outreach and engagement, the Parks & Recreation Commission's January 14, 2026 recommendation, and the attached funding proposal from the Averill Hospitality Group, and to provide direction to staff regarding next steps for the City Beach RV Park site.

Council action may include, but is not limited to:

- Accepting the Parks & Recreation Commission's recommendation and directing staff to proceed with renovation of the City Beach RV Park utilizing currently secured funding;
- Directing staff to engage in further discussions or negotiations regarding the attached private funding proposal for an alternative use of the site; or
- Providing alternative direction to staff as determined by City Council.

ATTACHMENTS

- Community Survey Results and December 13, 2025 Workshop Summary
- Parks & Recreation Commission January 14, 2026 Meeting Minutes
- Updated funding proposal for Averill Hospitality Group



AGENDA REPORT

Parks & Recreation Commission Meeting

TODAY'S DATE: January 12, 2026

MEETING DATE: January 14, 2026

TO: Parks & Recreation Commissioners

FROM: Jason Welker, Planning & Community Development Director

SUBJECT: City Beach RV Park Site: Survey Results, Community Workshop Summary, and Commission Recommendation

PURPOSE OF REPORT:

The purpose of this staff report is to summarize the results of the City Beach RV Park Site community survey and the community engagement workshop held on December 13, 2025, and to request that the Parks & Recreation Commission deliberate on the findings and provide a recommendation to City Council regarding how the City should proceed with the future use of the City Beach RV Park site.

BACKGROUND:

The City Beach RV Park occupies a prominent and highly valued waterfront location within City Beach Park and represents one of the most significant publicly owned recreation assets in the City. As the RV Park infrastructure ages and operational challenges increase, City Council directed staff to evaluate alternative long-term uses of the site and to engage the community in a structured discussion about potential future scenarios.

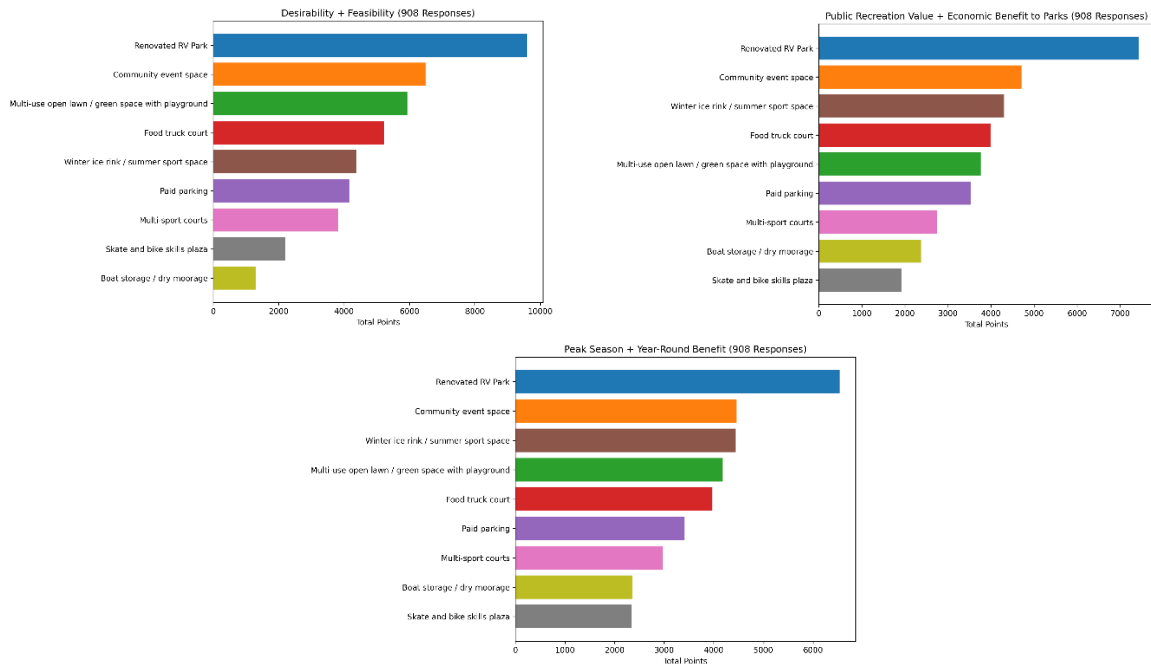
In response, staff conducted a multi-phase public engagement effort consisting of:

- A community-wide survey evaluating a range of alternative uses for the RV Park site using consistent criteria; and
- A facilitated in-person community workshop held on December 13, 2025, focused on discussion, reflection, and qualitative feedback regarding tradeoffs, priorities, and values associated with potential site reuse.

The Parks & Recreation Commission has been closely involved throughout this process and now serves as the advisory body tasked with synthesizing community input and providing a recommendation to City Council.

COMMUNITY SURVEY OVERVIEW AND KEY TAKEAWAYS

The City Beach RV Park Site survey was designed to evaluate a defined set of alternative uses for the site using a consistent set of criteria. A total of 908 responses were received at the time analysis took place. Respondents scored each alternative across multiple factors, including public benefit, alignment with community values, seasonality and year-round use, flexibility, operational considerations, and overall feasibility. Results were then aggregated into overall composite scores for each alternative.



Summary of survey results by evaluation criteria

As part of the survey, respondents evaluated each alternative across three paired sets of criteria. Reviewing the results by criteria pairing provides additional insight into how different uses performed and why certain alternatives ranked higher overall.

Desirability and Feasibility

Across the combined criteria of desirability and feasibility, the Renovated RV Park clearly ranked highest, reflecting strong confidence in its practicality, familiarity, and ease of implementation. Community Event Space and Multi-use Open Lawn / Green Space with Playground followed, indicating that respondents view these alternatives as both attractive and reasonably achievable. Food Truck Court and Winter Ice Rink / Summer Sport Space also scored competitively, though with somewhat lower feasibility perceptions. More specialized or capital-intensive options, such as skate and bike skills plaza or boat storage, ranked lower under this pairing.

Public Recreation Value and Economic Benefit to Parks

When evaluated for public recreation value combined with economic benefit to the Parks system, the Renovated RV Park again ranked highest, reflecting both its revenue-generating capacity and its role within the existing park system. Community Event Space performed strongly, followed by Winter Ice Rink / Summer Sport Space and Food Truck Court, suggesting respondents see these uses as offering meaningful recreation value with some potential for economic contribution. Multi-use Open Lawn / Green Space also scored well for recreation value but more modestly on perceived economic benefit, which affected its relative ranking within this criteria pair.

Peak Season and Year-Round Benefit

Under the combined criteria of peak season and year-round benefit, the Renovated RV Park remained the top-scoring alternative, driven by its established seasonal demand and extended operating period. Community Event Space, Winter Ice Rink / Summer Sport Space, and Multi-use Open Lawn / Green Space followed closely, reflecting strong interest in alternatives that activate the site across multiple seasons or adapt to different seasonal uses. Options with narrower or more specialized seasonal appeal scored lower under this pairing.

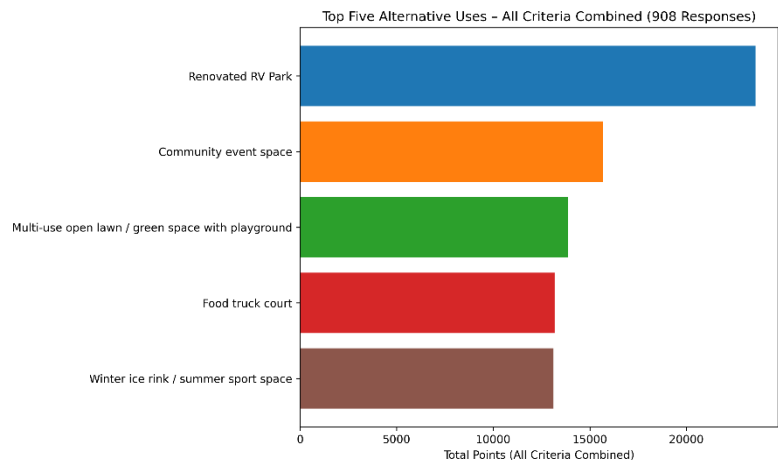
Overall Observation

Taken together, these results show that the Renovated RV Park consistently performed well across all three criteria pairings, while several non-lodging alternatives also scored strongly but with differing strengths depending on the evaluation lens. This reinforces that the survey results reflect tradeoffs between feasibility, revenue, flexibility, and public use, rather than a single dominant preference across all dimensions.

Overall Composite Results

When all criteria were combined, the five highest-scoring alternatives were:

1. Renovated RV Park
2. Community Event Space
3. Multi-use Open Lawn / Green Space with Playground
4. Food Truck Court
5. Winter Ice Rink / Summer Sport Space



The Renovated RV Park alternative received the highest overall composite score by a notable margin. The remaining four top-ranked alternatives are all non-lodging, community-oriented uses, with composite scores that cluster more closely together.

Key Takeaways from the Survey

Several important themes emerge from these results:

- **Strong performance of the existing use when evaluated across all criteria.** The Renovated RV Park scored highest overall, reflecting strong respondent ratings related to familiarity, perceived economic contribution, and feasibility.
- **Significant interest in alternative, non-lodging uses of the site.** Four of the five highest-scoring alternatives involve public gathering, recreation, or programming rather than overnight accommodation. This indicates broad community openness to reimagining the site beyond its current function.
- **Value placed on flexibility and multi-season use.** Alternatives that allow for adaptable programming, seasonal variation, and broad public access—such as community event space, open lawn, food truck court, and seasonal sport uses—consistently scored well.
- **No single alternative dominates community preference.** While one option ranked highest overall, the survey results reflect tradeoffs rather than consensus. Multiple alternatives scored competitively, suggesting that the community recognizes the complexity of the decision and is weighing a range of values rather than expressing a singular directive.

Implications for Decision-Making

The survey results provide a quantitative foundation for evaluating next steps but do not, on their own, prescribe a single outcome. Instead, they highlight a short list of viable, community-supported directions and reinforce the importance of considering how different alternatives align with long-term goals for City Beach Park, public access, and community benefit.

DECEMBER 13, 2025 COMMUNITY WORKSHOP SUMMARY

The December 13th community workshop was structured to move beyond simple preference polling and instead focus on dialogue, reflection, and qualitative insight. Parks & Recreation Commissioners

served as table facilitators, guiding small-group discussions and capturing themes, concerns, and ideas raised by participants.

Key workshop takeaways include:

- **Emphasis on City Beach as a shared civic space.** Participants repeatedly framed the RV Park site as part of a larger, iconic public waterfront and expressed a desire for uses that feel open, welcoming, and clearly “for the community.”
- **Support for flexible, multi-use concepts.** Many participants favored ideas that allow for a mix of activities, seasonal adaptability, and evolving programming rather than a single, highly programmed use.
- **Concerns about exclusivity and privatization.** There was notable skepticism toward options perceived as limiting access or privileging a narrow user group, even if those options offered potential revenue benefits.
- **Appreciation for the deliberative process.** Participants expressed gratitude for the City’s transparent approach and for the opportunity to discuss tradeoffs rather than being presented with a predetermined outcome.

Importantly, the workshop did not produce a single consensus solution. Instead, it provided depth, context, and nuance that help explain *why* certain alternatives resonate more strongly than others and clarified the community values that should guide future decision-making.

SYNTHESIS OF ENGAGEMENT RESULTS:

Taken together, the community survey results and the December 13, 2025 community workshop provide a coherent and complementary picture of public values and priorities related to the future of the City Beach RV Park site.

The community survey offers a quantitative comparison of defined alternatives. When all evaluation criteria were combined, the Renovated RV Park alternative received the highest overall composite score. At the same time, four of the five highest-scoring alternatives (Community Event Space, Multi-use Open Lawn / Green Space with Playground, Food Truck Court, and Winter Ice Rink / Summer Sport Space) represent non-lodging, publicly accessible uses, with relatively close composite scores. This pattern indicates that while the existing use performs well when evaluated across feasibility and familiarity-based criteria, there is also substantial community interest in reimagining the site to support broader public gathering, recreation, and programming.

The community workshop reinforced and added nuance to these findings. Participants consistently framed the RV Park site as part of a larger, iconic public waterfront and emphasized the importance of uses that feel open, flexible, and clearly oriented toward community benefit. Workshop discussions revealed an understanding of tradeoffs among revenue generation, access, operational complexity, and seasonality, and demonstrated that many participants are less focused on selecting a single predefined option than on articulating the values that should guide future decisions.

When viewed together, the engagement results suggest several clear conclusions:

1. **The community recognizes the value of the existing RV Park but is open to change.** The high ranking of a renovated RV park reflects appreciation for its current function, while the strong performance of alternative uses indicates openness to exploring different models.
2. **There is strong support for uses that emphasize public access and shared civic space.** Non-lodging alternatives that support gatherings, recreation, and flexible programming consistently resonated across both the survey and the workshop.
3. **Flexibility and multi-season activation are key priorities.** Alternatives that can adapt over time or provide benefits across multiple seasons performed well in both quantitative scoring and qualitative discussion.

4. **The engagement does not point to a single mandated outcome.** Instead, it provides a short list of viable, community-supported directions and a set of guiding principles that can inform policy, design, and investment decisions.

These findings suggest that the Commission's role is not to select a "winning" option based solely on survey rankings, but rather to interpret the engagement results holistically and recommend a path forward that aligns community values, long-term park planning objectives, and the City's stewardship responsibilities for City Beach Park.

FINANCIAL CONSIDERATIONS AND IMPLEMENTATION REALITIES

In formulating a recommendation to City Council, the Parks & Recreation Commission should also consider the financial and implementation realities associated with potential changes to the City Beach RV Park site. While the survey and community workshop provide valuable insight into public preferences and values, the feasibility of any alternative is closely tied to available funding, ongoing revenue, and timing certainty.

Existing Funding Commitments

The City currently has a \$950,000 grant awarded specifically for renovation of the existing RV Park, along with \$50,000 in Parks Capital Improvement funds allocated to that project. These funds are tied to the continuation of the RV Park use and are not available for alternative site uses. If the City elects to pursue a non-RV use, this funding would no longer be applicable, and replacement funding sources have not yet been identified.

Ongoing Revenue from the RV Park

The existing City Beach RV Park generates approximately \$80,000 per year in net revenue, which is deposited into the Parks Capital Improvement Fund and supports reinvestment across the park system. Most alternative uses identified in the survey, such as community event space, open lawn, or seasonal recreation, are not guaranteed to generate revenue, and in some cases could introduce additional operational or maintenance costs.

Absent new revenue mechanisms (e.g., user fees, concessions, lease arrangements, or partnerships), transitioning away from the RV Park would reduce a reliable funding source currently supporting Parks capital improvements.

Uncertainty Around Alternative Funding Sources

While some survey respondents and workshop participants suggested that alternative uses could be supported through partnerships or contributions associated with the adjacent hotel project, no formal commitment or funding proposal has been made to date.

Although the property owners have submitted a building permit application for the hotel, application fees totaling approximately \$210,000 have not yet been paid. Under City code, the applicant has 180 days from submittal to pay these fees. Until payment is made, there is no guarantee that the project will move forward or that construction will commence.

As of the date of this report:

- No formal offer has been made to fund alternative uses of the RV Park site;
- It is unclear whether private funding would be available, or in what amount; and
- The City does not have an identified funding strategy to replace the RV Park renovation grant or the annual net operating revenue if the RV Park is removed.

Implications for the Commission's Recommendation

These financial realities do not preclude consideration of alternative uses, but they do affect timing, risk, and implementation strategy. Any recommendation to City Council should clearly acknowledge:

- The tradeoff between pursuing community-desired alternatives and retaining existing funding and revenue streams;
- The uncertainty of relying on future or speculative funding sources; and
- The potential need for a phased, conditional, or hybrid approach that preserves financial flexibility while allowing continued exploration of alternatives.

Recognizing these constraints will help ensure that the Commission's recommendation is both responsive to community input and grounded in fiscal responsibility, and will provide City Council with a clear understanding of the financial implications associated with each potential path forward.

COMMISSION RECOMMENDATION – FRAMING OPTIONS FOR CONSIDERATION:

The Parks & Recreation Commission is asked to consider the community engagement results, survey outcomes, and financial and implementation realities summarized in this report and to forward a recommendation to City Council regarding how the City should proceed with the City Beach RV Park site.

Staff does not recommend a specific use for the site. Instead, staff offers the following approaches for framing a recommendation, recognizing that the Commission's role is to interpret community input in light of fiscal responsibility, implementation feasibility, and long-term stewardship of City Beach Park.

Option A: Recommend Proceeding with RV Park Renovation While Continuing Long-Term Planning

Under this approach, the Commission could recommend that City Council proceed with renovation of the existing RV Park, recognizing that it ranked highest overall in the survey and that dedicated grant funding and ongoing net revenue are currently tied to this use.

Such a recommendation could also include direction to:

- Incorporate design or operational improvements that enhance public access, aesthetics, or integration with the broader City Beach Park; and
- Commit to continued long-term planning or reevaluation of the site as funding opportunities, partnerships, or community priorities evolve.

This approach emphasizes near-term financial certainty while preserving future flexibility.

Option B: Recommend Continued Evaluation of High-Scoring Alternative Uses Prior to Committing Capital Funds

Under this approach, the Commission could recommend that City Council defer major investment decisions and direct staff to further evaluate one or more of the highest-scoring alternatives identified in the survey.

This could include:

- Concept-level design and cost analysis for select alternatives;
- Identification of potential revenue mechanisms, partnerships, or phased implementation strategies; and
- Clarification of funding options to replace or supplement existing RV Park grant funding.

As an example, staff obtained a preliminary, budgetary estimate for a seasonal outdoor ice rink with summer sport or event use, which indicates that capital costs for alternative uses may be significant and would require funding strategies that are not currently identified. This information is provided to illustrate the scale and complexity of some alternatives rather than to advocate for a specific outcome.

Option C: Recommend a Phased or Hybrid Strategy Focused on Flexibility and Risk Management

Under a phased or hybrid approach, the Commission could recommend that City Council pursue interim or partial actions that:

- Maintain the City's ability to continue RV operations and associated revenue in the near term; while
- Allow further exploration of alternative or complementary uses, such as seasonal recreation or event programming, if and when funding becomes available.

This approach recognizes both the community's interest in broader public uses and the current uncertainty surrounding alternative funding sources.

Staff Request

Staff requests that the Parks & Recreation Commission deliberate on these approaches (or others it deems appropriate) and forward a clear recommendation to City Council that reflects community input, acknowledges financial realities, and provides direction on how the City should balance near-term investment decisions with long-term planning for the City Beach RV Park site.

ACTION:

The Parks & Recreation Commission is asked to review the information presented in this report and take action by forwarding a recommendation to City Council regarding how the City should proceed with the City Beach RV Park site.

To assist the Commission, the following **sample motions** are provided for consideration. These motions are examples only and may be amended or combined at the Commission's discretion.

Sample Motion A – Proceed with RV Park Renovation and Future Reevaluation

Motion: I move that the Parks & Recreation Commission recommend to City Council that the City proceed with renovation of the City Beach RV Park utilizing currently secured funding, while directing staff to incorporate design or operational improvements that enhance public access and community benefit and to periodically reevaluate the site's long-term use as funding opportunities and community priorities evolve.

Sample Motion B – Recommend a Specific Alternative Use for the Site

Motion: I move that the Parks & Recreation Commission recommend to City Council that the City pursue **[insert specific alternative use]** for the City Beach RV Park site, based on the results of the community survey and workshop, and direct staff to begin concept-level design, cost analysis, and identification of potential funding and partnership strategies necessary to implement that alternative.

Examples of specific alternatives may include, but are not limited to: community event space; multi-use open lawn and green space; food truck court; seasonal ice rink with summer sport or event use; or a combination of these uses.

Sample Motion C – Defer Major Investment and Further Evaluate Alternatives

Motion: I move that the Parks & Recreation Commission recommend to City Council that the City defer major capital investment in the City Beach RV Park site and direct staff to further evaluate one or more of the highest-scoring alternative uses identified through community engagement, including concept-level design, cost estimates, and potential funding or partnership strategies, prior to making a final decision.

Sample Motion D – Pursue a Phased or Hybrid Strategy

Motion: I move that the Parks & Recreation Commission recommend to City Council that the City pursue a phased or hybrid approach for the City Beach RV Park site that maintains RV operations and associated revenue in the near term while continuing to explore and plan for complementary or alternative uses as funding becomes available.

ATTACHMENTS:



PARKS AND RECREATION COMMISSION MEETING MINUTES

January 14, 2026 at 2:30 PM

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

Call to Order

The meeting of the Sandpoint Parks and Rec Commission was called to order at 2:30pm on Wednesday January 14, 2026, by Chairman Long in the Council Chambers of City Hall.

Roll Call

PRESENT

Commissioner Eric Donenfeld
 Commissioner Gwen Victorson
 Vice Chair Jessica Janssen
 Commissioner Josh Delucchi
 Chair Taylor Long
 Commissioner Tyler Wagner
 Commissioner Heidi Bohall

Commissioner Lori Siemers- arrived after approval of the minutes; approximately 2:32pm

Commissioner Dan Tadic- arrived after approval of the minutes; approximately 2:32pm

Meeting Minutes Approval

1. December 10th, 2025, Draft Minutes for Approval

December 10th, 2025, meeting minutes were approved as presented by unanimous vote of commissioners present.

Motion made by Commissioner Wagner, Seconded by Commissioner Delucchi.

Voting Yea: Commissioner Donenfeld, Commissioner Victorson, Vice Chair Janssen, Commissioner Delucchi, Chair Long, Commissioner Wagner, Commissioner Bohall

General Announcements/Comments

Director Jason Welker provided an update on recent Parks Division staffing changes and ongoing capital projects, including rehabilitation of the outdoor basketball courts, preliminary planning for a waterfront park at the end of the Euclid right-of-way, and an artistic surface treatment for the City Beach basketball court. Director Welker also noted an upcoming meeting with the mayor to discuss staffing needs to support the return of historically popular recreation programming.

2. JER User/Budget Update

Recreation Facilities Supervisor Ryan Wells provided an update on the James E. Russell Sports Center (JER). Mr. Wells reported significant growth in both attendance and revenue. Users on the CourtReserve platform have increased from 59 to 681, and JER membership has grown to approximately 240 members, with a goal of reaching 300. November was a record-setting month with \$17,600 in revenue, and January revenue totaled \$8,018 to date, indicating another strong month.

Mr. Wells also reported that a small pro shop will open soon, featuring equipment from JER sponsor, Selkirk Sport. Additionally, he is developing youth programming for the upcoming summer season, with scholarships available for participants. Mr. Wells noted that he is working to establish a method to track use of the indoor walking track, which is offered to the community at no cost.

Old/Unfinished Business

3. City Beach RV Park Site: Survey Results, Community Workshop Summary, and Commission Recommendation

Chairman Long opened the public comment period and outlined meeting decorum and time limits. Members of the public provided input on the future of the City Beach RV Park, expressing a range of views including support for retaining the RV park, concerns regarding financial assumptions and long-term operating costs, interest in alternative or mixed-use uses, traffic and safety considerations, and caution regarding nonbinding developer proposals.

Director Welker summarized the results of December 13th, 2025, community workshop and survey, noting strong participation and broad engagement. Staff also reviewed key financial and grant considerations, including the \$950,000 state RV grant, limitations on use of grant funds, projected revenues and expenses, the RV park's contribution to the Parks Capital Improvement Fund, and the potential loss of grant funding if forward progress is not demonstrated by May.

Commission discussion focused on balancing community preferences, financial certainty, grant timing constraints, long-term park planning goals, and the absence of a formal alternative funding proposal.

After discussion Commissioner Delucchi made a motion recommending to City Council that the City proceed with renovation of the City Beach RV Park utilizing currently secured funding, while directing staff to incorporate design or operational improvements that enhance public access and community benefit and to periodically reevaluate the site's long-term use as funding opportunities and community priorities evolve.

Motion made by Commissioner Delucchi, Seconded by Commissioner Victorson.
Voting Yea: Commissioner Donenfeld, Commissioner Victorson, Vice Chair Janssen, Commissioner Delucchi, Chair Long, Commissioner Bohall, Commissioner Siemers
Voting Nay: Commissioner Wagner
Abstaining: Commissioner Tadic

Following the vote, Commissioner Delucchi asked to add discussion of the Baldfoot Frisbee Golf Course to the February agenda. Mr. Welker approved and asked him to share his presentation material with the board clerk and chair for the February agenda packet.

New Business

Adjourn

The meeting was adjourned at 4:11pm.

I presided over the meeting and can confirm that minutes, prepared by the Board Clerk and City Staff Liaison, were approved by the Parks and Recreation Commission during the regular meeting held on _____.

Taylor Long, Chair

Kami Omodt, Board Clerk

UPDATED FUNDING PROPOSAL FROM AVERILL HOSPITALITY GROUP

Since the Parks & Recreation Commission action, staff have met with representatives of the Averill Hospitality Group to clarify their interest in funding an alternative use of the City Beach RV Park site.

Overview of Proposal

The Averill Hospitality Group has indicated a willingness to contribute **\$950,000** to fund design and construction of an alternative use at the RV Park site, such as a community event space, subject to negotiation of specific terms and conditions. This contribution would replace the state grant funding currently allocated for RV Park renovation.

The Averills have also indicated a willingness to contribute approximately **\$50,000 annually** toward replacing a portion of revenue currently generated by the RV Park.

Requested Elements of an Agreement

As described by the Averills, their proposal includes the following elements:

- A **30-year, rent-free lease** for **20 boat slips**, located at the dock area at the south end of the RV Park site;
- Continued use of the **five slips historically used** by the hotel under a lease agreement dating from 2007 – 2017 between the City and the previous hotel owners and continued informally through 2025.
- Rent-free use, when scheduled in advance, of any community event space constructed using Averill funds for hotel-related events;
- Commitments to City Beach Park and marina improvements that would benefit the hotel, including maintenance of the beach area in front of the hotel and, eventually, improvements to docks in the Windbag Marina; and
- Consideration of how a previously anticipated **\$400,000 parking-in-lieu payment** would be applied, noting that these funds were originally anticipated to support RV Park parking improvements.

The Averills have indicated that access to boat slips is a critical factor in the feasibility of their proposed hotel redevelopment and that, if an agreement could be reached with the City addressing these issues, they would intend to proceed with payment of outstanding permit fees, demolition, and construction, with a target opening in early summer 2028.

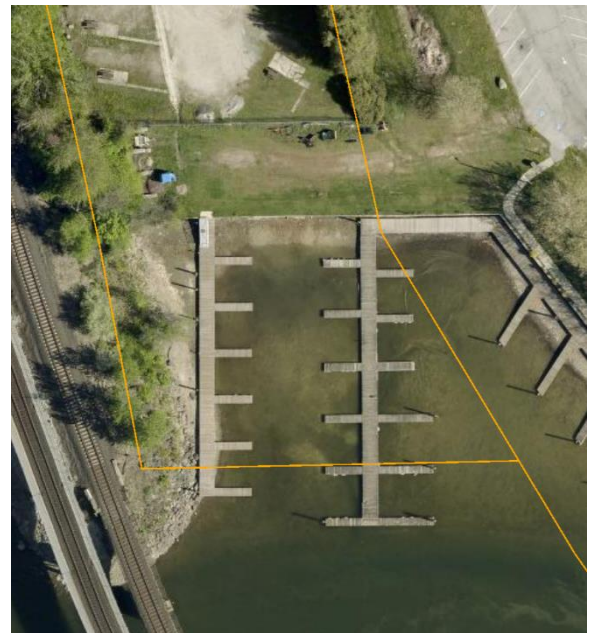


Figure 1: Docks unencumbered by LWCF commercial use restrictions, on which Averills are requesting 20 slips (of the 36 total slips across the two docks)

The Averills have also indicated flexibility regarding how the \$950,000 contribution is ultimately used by the City, including the potential use of a portion of the funds for construction of additional docks in a City marina and/or improvements to the RV Park site, provided they are involved in discussions regarding how the funds are allocated and spent.

Staff notes that these statements reflect the developer's expressed intentions and do not constitute binding commitments.

Marina-Related Considerations

The Averills have stated that:

- Some existing slip holders would be displaced by the requested marina access;
- They do not expect a one-time displacement of existing slip holders, rather as natural attrition occurs (slip leases are not renewed by current lessees), slips will be provided to Averills; and
- They would support a matching grant of approximately **\$100,000** toward replacement of any public slips leased to them, with replacement costs deducted from the \$950,000 contribution.

Public Hearing

14. Public Hearing: Consideration of New Fee for James E. Russell Sports Center Corporate Memberships

Mayor Grimm announced that the purpose of the public hearing was to take public testimony for Council consideration of a new fee for corporate memberships at the James E. Russell Sports Center.

Community Planning and Development Director Jason Welker provided a presentation on the proposed fee and fielded questions from the Mayor and Councilors.

Mayor Grimm recited the rules and procedure and then opened the hearing. No one testified, and the Mayor closed the public hearing.

15. Proposed Resolution Amending the City Fees Schedule to add the James E. Russell Sports Center (JERSC) Corporate Annual Pass and Adoption of the JERSC Corporate Annual Pass Policy

Councilor Schreiber moved to postpone this matter until the second meeting in January 2026, and allow for additional public comment opportunity, seconded by Councilor Duquette.

Minutes from Sandpoint City Council's December 17, 2025, Meeting - Page 2 of 4

Motion made by Councilor Schreiber, Seconded by Councilor Duquette.

Voting Yea: Councilor Ruehle, Councilor Schreiber, Councilor Duquette, Councilor Howarth

Voting Nay: Councilor Aispuro

Mayor Grimm called for a brief recess at 7:33 p.m., with the meeting reconvening at 7:38 p.m.



AGENDA REPORT

City Council Meeting

TODAY'S DATE: December 5, 2025

MEETING DATE: December 17, 2025

TO: Mayor Grimm, Sandpoint City Council

FROM: Jason Welker, Planning & Community Development Director

SUBJECT: Public Hearing – Addition of New Corporate Membership Fee for the James E. Russell Sports Center (2026 Fee Schedule)

INTRODUCTION:

The purpose of this public hearing is to consider adoption of a new fee within the City's 2026 Fee Schedule to authorize sales of a **Corporate Annual Pass** for the James E. Russell (JER) Sports Center. Under Idaho Code, any new municipal fee must be established by resolution following a properly noticed public hearing. The proposed fee supports the City's ongoing efforts to expand access to high-quality recreation facilities, diversify revenue to support operations, and offer local employers a valued workforce-wellness amenity.

BACKGROUND:

The JER Sports Center continues to experience strong demand for court access for pickleball, tennis, and other indoor recreation activities. Staff have received inquiries from local businesses interested in offering JER membership benefits to their employees. After evaluating comparable programs and operational implications, staff developed a **Corporate Annual Pass** structure that aligns with existing membership tiers while ensuring cost recovery and equitable access.

The proposed fee structure is based on the Corporate Pass program details prepared by Parks & Recreation staff, which outline a defined number of designated employee users, access limitations, guest privileges, and pass conditions.

PROPOSED NEW FEE:

Corporate Annual Pass – \$1,500 per year, covering **four designated employees** with individual accounts and key fob access.

- **Additional employees** may be added at **\$300 per individual**, with no limit on the number of add-ons.
- Use is limited to the designated individuals; the pass is non-transferable and valid for 12 months from purchase date.
- Passholders may bring guests at the special event rate of **\$10 per guest**, with up to **three guests per employee, per session**.

- A maximum of **eight players per Corporate Pass** may use the courts simultaneously, ensuring alignment with JER facility capacity and scheduling.

RECOMMENDATION

Following the public hearing, staff recommends that the City Council **approve the addition of the Corporate Annual Pass fee** to the 2026 Fee Schedule through adoption of the accompanying resolution.

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

ATTACHMENTS:

Proposed corporate pass program overview prepared by Recreation Facilities Supervisor Ryan Wells

No: 26-
Date: February 4, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AMENDING THE CITY FEES SCHEDULE TO ADD THE JAMES E. RUSSELL SPORTS CENTER (JERSC) CORPORATE ANNUAL PASS AND ADOPTION OF THE JERSC CORPORATE ANNUAL PASS POLICY

WHEREAS: The James E. Russell Sports Center (JERSC) continues to experience strong court access demand for pickleball, tennis, and other indoor recreation activities;

WHEREAS: City staff have received inquiries from local businesses interested in offering JERSC membership benefits to their employees;

WHEREAS: Staff have developed a Corporate Annual Pass structure that aligns with existing membership tiers, while ensuring cost recovery and equitable access;

WHEREAS: The Corporate Annual Pass, at a cost of \$1,500 per year, would cover four (4) designated employees with individual account and key fob access;

WHEREAS: Additional employees may be added at \$300 per individual, with no limit on the number of add-ons;

WHEREAS: Use of this non-transferable pass is limited to the designated individuals and valid for twelve (12) months from purchase date;

WHEREAS: Passholders may bring guests at a special rate of \$10 per guest, with up to three (3) guests per employee, per session; and

WHEREAS: A maximum of eight (8) players per Corporate Pass may use the courts simultaneously, ensuring alignment with JERSC facility capacity and scheduling.

NOW, THEREFORE, BE IT RESOLVED THAT: Following the public hearing held on December 17, 2025, opportunity for additional comment during the regular meeting held February 4, 2026, City Council hereby approves the adoption of the James E. Russell Sports Center Corporate Annual Pass and directs amendment of the 2025-2026 City Fees Schedule to reflect this new fee.

BE IT FURTHER RESOLVED THAT: The policy outlining the Corporate Annual Pass at JERSC, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby approved.

Jeremy Grimm, Mayor

ATTEST:

Melissa Ward, City Clerk

3. The Financial Report on Cash and Investment Transactions for September 2025 was approved as presented.
4. The Financial Report on Cash and Investment Transactions for October 2025 was approved as presented.
5. The Financial Report on Cash and Investment Transactions for November 2025 was approved as presented.
6. Mayor's Memo re: Board Appointments (*confirmation action items below*)
7. The Mayor's reappointment of Ned Brandenberger to the Sandpoint Urban Renewal Agency Board of Commissioners for a term of three years, January 21, 2026, through December 31, 2029, was confirmed.
8. The Mayor's appointment of Kate McAlister to the Sandpoint Urban Renewal Agency Board of Commissioners for a term of three years, January 21, 2026, through December 31, 2029, was confirmed.
9. **Resolution 26-005** Personnel Policy Amendments – approved

Motion made by Councilor Schreiber, Seconded by Councilor Ruehle.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Schreiber, Councilor Duquette, Councilor Tate, Councilor Torrez

Public Hearings

10. Proposed Amendments to Sandpoint City Code Title 9, Chapters 1 and 4, Standards for Residential Lot Coverage and Multifamily Minimum Lot Size and Density

Mayor Grimm announced that the purpose of the public hearing was to take public testimony for Council consideration on proposed amendments to Sandpoint City Code, Title 9, Chapters 1 and 4, pertaining to the standards for residential lot coverage and multifamily minimum lot size and density.

Community Planning and Development Director Jason Welker and Deputy Planning and Development Director/City Planner Bill Dean provided a presentation on the proposed amendments and fielded questions from the Mayor and Councilors.

Mayor Grimm recited the rules and procedure and then opened the hearing.

City residents who testified: Tari Pardini, Christine Moon, Julie Perchynski, Weslie Kary, Branden Sing, Victor Lankaimer, and Ann Giantvalley. Testimony from non-residents: Todd Bradshaw, Pend Oreille Economic Partnership Executive Director Brent Baker, Patrick Green, Derek Mulgrew, and Rebecca Holland. Following testimony, Mayor Grimm closed the public hearing.

Mayor Grimm called for a brief recess at 7:54 p.m., with the meeting reconvening at 8:03 p.m.

Following closure of the public hearing, Council deliberated, with City staff fielding Council members' questions during deliberation.

Councilor Aispuro made a motion to approve the proposed lot size, lot coverage, and density amendments as presented, seconded by Councilor Ruehle. Following some final discussion, the motion passed by a majority vote of Council, as follows:

Motion made by Councilor Aispuro, Seconded by Councilor Ruehle.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Tate, Councilor Torrez

Voting Nay: Councilor Schreiber, Councilor Duquette

Mayor Grimm called for a brief recess at 8:35 p.m., with the meeting reconvening at 8:39 p.m.

11. Proposed Amendments to Sandpoint City Code Title 3, Chapter 12, Short Term Rental of Dwelling Units

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING AND REPLACING SANDPOINT CITY CODE TITLE 9, CHAPTER 1, SECTION 3, AND TITLE 9, CHAPTER 4, SECTIONS 1 THROUGH 6; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Sandpoint Comprehensive Plan, adopted in July 2024, contains policies related to promoting infill and redevelopment within existing neighborhoods, supporting a diversity of housing types and affordability, ensuring efficient land use and sustainable growth, and encouraging compact, connected, and walkable neighborhoods.

WHEREAS, the Comprehensive Plan contains the following Goals related to housing variety, neighborhood character, efficient land use, and housing affordability:

Housing & Neighborhoods, Goal 1: Housing Variety, Objective 1A – Pursue diversity in housing types (Ch. 4, Housing, Goal 1A), and Goal 3: Existing Neighborhoods, Objective 3G – Ensure new housing types are appropriately scaled (Ch. 4, Housing, Goal 3G).

Livable Community Vision, Respect the scale and character of established neighborhoods (Ch. 2, Vision: Livable Community).

Community Character & Design, Goal 1: Character and Identity, Objective 1A – Respect town character in density and site planning (Ch. 3, Goal 1A).

Land Use, Context Area 2 (CA-2: Traditional SF Neighborhoods), Built Form Policy – Structures should respect bulk, mass, and architecture of surroundings (Ch. 6, CA-2 standards).

Quality Places, Goal 4: Efficient Use of Land & Infrastructure, Objective 4G – Allow clustered development and efficient use of utilities (Ch. 6, Goal 4G).

Overall Housing Affordability Direction, Plan Directive: Create additional units through zoning changes (Ch. 4 & Engagement Summary).

WHEREAS, the City Planning and Zoning Commission evaluated amendments to the development standards of the Residential Single-Family (RS) and Residential Multi-Family (RM) zone districts at public meetings on November 4, 2025, November 18, 2025, December 2, 2025, at which meetings the Commission evaluated and made modifications to the proposed standards related to lot coverage and building heights to address the bulk of future structures to balance need for additional flexibility in zoning standards with desires to address housing variety and neighborhood character.

ORDINANCE NO. _____

WHEREAS, the City Planning and Zoning Commission conducted two public hearings on the proposed zoning code amendments on October 21, 2025, and December 16, 2025, and voted to recommend City Council approval of the code changes.

WHEREAS, the City Council conducted a public hearing on January 21, 2026, on the proposed zoning code amendments to the Residential Single-Family (RS) and Residential Multi-Family (RM) zone districts and related changes to Sandpoint City Code Title 9, Chapter 1, related to Definitions, and voted to approve those amendments.

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

ORDINANCE SECTION 1 – REPEAL AND REPLACE SANDPOINT CITY CODE 9-1-3

Sandpoint City Code Title 9, Chapter 1, Section 3, Definitions, is hereby repealed in its entirety and replaced with the following:

9-1-3: Definitions:

Words not defined herein shall be given the meanings ordinarily applied to such words. The word "structure" shall include the word "building", and the word "lot" shall include the word "plot".

ACCESSORY BUILDING OR USE: A subordinate building or use, which is located on the same parcel on which the main building or use is situated and which is reasonably necessary and incidental to the conduct of the primary use of such building or to the main use.

ACCESSORY DWELLING UNIT (ADU): A habitable living unit added to, created within, or detached from a single-family dwelling that provides basic requirements for living, sleeping, eating, cooking, and sanitation.

ACREAGE: Any tract or parcel of land which has not been subdivided or platted.

ADJOINING: Properties that touch or bound a particular parcel of land. For notification purposes, parcels that would adjoin a property absent an alley are also included.

AIRPORT: The Sandpoint Airport property, including all land covered by the Sandpoint Airport master plan.

AIRPORT ELEVATION: The highest point of an airport's usable landing area measured in feet from sea level. The elevation of the Sandpoint Airport is two thousand one hundred twenty-seven feet (2,127') above mean sea level.

ALLEY: A public passageway for vehicles shown on the official plat of the city or its additions and designated thereon as an alley.

APARTMENT: A room or suite of rooms in a multiple-family structure which is arranged, designed, used or intended to be used as a housekeeping unit for a single-family.

AUTO WRECKING OR JUNKYARD: Any place where two (2) or more motor vehicles not in running condition, or parts thereof, are stored in the open and are not being restored

ORDINANCE NO. ____

to operation; any land, building or structure used for wrecking or storing of such motor vehicles or parts thereof and including any farm vehicles or farm machinery or parts thereof, stored in the open and not being restored to operating condition; and including the commercial salvaging and scavenging of any other goods, articles or merchandise.

AUTOMOBILE: A passenger vehicle.

AUTOMOBILE REPAIR: General repair, rebuilding or reconditioning of motor vehicles; collision service, such as body, frame or fender straightening and repair; overall painting of motor vehicles.

AUTOMOBILE SERVICE STATION: An establishment where automotive fuels and lubricants, accessories and services are sold at retail; however, where the sale of such is only incidental, the establishment or premises shall be classified as a public garage.

BASEMENT: A story partly or wholly underground. Where more than one-half ($\frac{1}{2}$) of its height is above the average level of the adjoining ground, a basement shall be counted as a story for purpose of height measurement.

BED AND BREAKFAST: An owner occupied dwelling where rooms are available for transient lodging and where a morning meal is provided.

BILLBOARD: Any structure or portion thereof upon which are placed signs or advertisements used as an outdoor display. This definition does not include any bulletin boards used to display official court or public office notices, or a sign advertising the sale or lease of the premises on which the sign is located.

BOARDING, LODGING OR ROOMING HOUSE: A building where lodging, with or without meals, is provided for compensation for not fewer than four (4) nor more than twelve (12) persons in addition to members of the family occupying such building.

BUILDING: Any structure utilized or intended for supporting or sheltering any occupancy.

BUILDING AREA: The buildable area of a lot is the space remaining after adherence to the minimum open space requirements of this chapter.

BUILDING FOOTPRINT: The horizontal area, measured from the outside of all exterior walls and supporting columns. It includes all attached and covered components of a structure including residences, garages, covered carports, and covered patios, decks and porches.

BUILDING HEIGHT: The vertical distances measured from the sidewalk level or its equivalent established grade opposite the middle of the front of the building to the highest point of the roof. Where buildings are set back from the street line, the height of the building may be measured from the average elevation of the finished lot grade at the front of the building.

BUILDING LINE: The perimeter of that portion of a building nearest a property line, but excluding open steps, terraces, cornices and other ornamental features projecting from the walls of the building.

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CARPORT: A structure attached or made a part of the main structure which is open to the weather on at least two (2) sides, intended for the use of sheltering not more than two (2) motor driven vehicles.

CHURCH: A nonprofit organization, that is or would be recognized by the internal revenue service as such, which uses buildings, structures, or land for the teaching or practice of religious doctrine or related social functions.

COMMISSION: For the purposes of this title, "commission" shall mean the planning and zoning commission.

COMPREHENSIVE PLAN: An official document pursuant to Idaho Code 67-6508 that includes land within the jurisdiction of the governing board which considers previous and existing conditions, trends, desirable goals and objectives, or desirable future situations for each planning component. The plan with maps, charts, and reports shall be based on the following components unless the plan specifies reasons why a particular component is unneeded: population; economic development; land use; natural resource; hazardous areas; public services, facilities and utilities; transportation; recreation; special areas or sites; housing; community design and implementation.

CONDITIONAL USE: A use listed in a particular zone which is compatible with its surrounding area and permitted if approved by the planning commission or by a hearing body.

CONDOMINIUM: A multiple-family dwelling, duplex, or single unit, in which the dwelling units are individually owned, with each owner having a recordable deed enabling the unit to be sold, mortgaged, or exchanged independently.

COURT: An open unoccupied space, other than a yard, on the same lot with a building and bounded on two (2) or more sides by such building.

CURB GRADE: The established elevation of the curb measured at the center of the front of a building. Where no curb grade has been established, the city shall establish such curb level or its equivalent for the purpose of this chapter.

DANCE HALL: A large room used mainly for dancing. (Synonyms: ballroom, dance palace.)

DAYCARE CENTER: A place or facility providing daycare for compensation for thirteen (13) or more children.

DISTRICT: A section or sections of the incorporated area of the city for which the regulations and provisions governing the use of buildings and land are uniform for each class of use permitted therein.

DWELLING, APARTMENT OR MULTIPLE-FAMILY: A building or portion thereof, designed for occupancy by three (3) or more families living independently of each other.

DWELLING, DUPLEX: A building, including modular housing, containing two (2) dwelling units with a common wall located on a single lot.

DWELLING, SINGLE-FAMILY ATTACHED: A single-family dwelling attached to another single-family dwelling, such as a townhouse, on its own lot.

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DWELLING, SINGLE-FAMILY OR ONE-FAMILY: A detached building, other than a mobile home or modular home, containing one dwelling unit and not including timeshare ownership of that dwelling unit.

DWELLING UNIT: One or more rooms designed for occupancy by one family for living purposes and having only one cooking facility, but not including motel units.

FACADE: The entire area of a building facing or side extending from the roof or parapet to the ground and from one corner of the building to another but does not include any structural or nonstructural elements which extend beyond the roof of a building.

FAMILIAL STATUS: One or more individuals (who have not attained the age of eighteen (18) years) being domiciled with:

- A. A parent or another person having legal custody of such individual or individuals; or
- B. The designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen (18) years.

FAMILY: A single individual or two (2) or more persons living together as one housekeeping unit using one kitchen.

FAMILY DAYCARE HOME: A home, place or facility providing daycare for six (6) or fewer children.

FRONTAGE: All property on one side of a street between two (2) intersecting streets, or natural barriers.

GARAGE, PRIVATE: An accessory building for the storage of not more than three (3) motor driven vehicles of which not more than one shall be a commercial vehicle of not more than two (2) tons' capacity.

GARAGE, PUBLIC: A building other than a private garage used for the care, repair of equipment or automobiles, or for vehicles parked or stored for remuneration, hire or sale.

GATED COMMUNITY: A residential neighborhood where accessibility is controlled by means of a gate, guard, barrier or other similar improvement within or across a privately maintained right-of-way.

GROUP DAYCARE FACILITY: A home, place, or facility providing daycare for seven (7) to twelve (12) children.

GUESTHOUSE: A structure for human habitation, containing one or more rooms with bath and toilet facilities, but not including a kitchen or facilities which would provide a complete housekeeping unit.

HARD SURFACING: A surface constructed of asphalt, concrete, polymer blocks or other like substance recognized in the industry as providing a pavement like surface which like substance is approved by the city engineer or public works director.

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HAZARD TO AIR NAVIGATION: An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.

HEIGHT: See definition of Building Height.

HOME OCCUPATION: An occupation, profession or business activity including family daycare (six (6) or fewer children), where the primary location of business and/or the official business address is at the home which results in a product or service for gain, is clearly incidental and subordinate to the use of the premises as a dwelling unit and does not change the character thereof. Examples of permissible uses include tutoring and music lessons that occur one on one or similar types of uses.

HOSPITAL, SANATORIUM, HOSPICE: An institution open to the public, in which sick patients or injured persons are given medical or surgical care; or for the care of contagious diseases or terminally ill patients.

HOTEL: A building designed for occupancy as the more or less temporary abiding place of individuals who are lodged with or without meals, in which there are six (6) or more guestrooms, and in which no provisions are made for cooking in any individual room or suite.

IMPERVIOUS SURFACE: A hard surface area that significantly prevents or impedes the infiltration of water into the soil. Impervious surfaces include, but are not limited to, buildings, roofed structures, concrete or asphalt driveways and walkways, patios, decks with impervious surfaces, compacted gravel areas intended for parking or circulation, and other hard-surfaced areas. The City Engineer shall have the discretion to determine whether a particular surface or material is considered impervious based on its design, construction, and performance.

INSTITUTION: A building occupied by a nonprofit corporation or a nonprofit establishment for public or semipublic use.

KENNEL: Any lot or premises on which four (4) or more dogs, at least four (4) months of age, are kept.

LABORATORY: A place devoted to experimental study such as testing and analyzing. Manufacturing of a product or products is not to be permitted within this definition.

LOADING SPACE: An off-street space or area on the same lot with a building or contiguous to a group of buildings for the temporary parking of a commercial vehicle while loading or unloading merchandise or materials and which abuts upon a street, alley or other appropriate means of access.

LOT: A plot of land legally divided from a larger area of land occupied or suitable for occupancy by one main building or use, with accessory buildings, including the open spaces required by this title, and having its principal frontage upon a public street or highway. A lot is distinguished from a parcel in that a parcel can be one or more lots, or a portion of a lot, identifiable through either legal description or plat.

LOT, CORNER: A lot situated at the intersection of two (2) or more streets.

LOT DEPTH: The horizontal distance between the front and rear lot lines.

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LOT FRONTAGE: The front of a lot shall be that boundary of a lot along a public street; and for a corner lot the front shall be the shorter lot boundary along a street.

LOT, INTERIOR: A lot other than a corner lot.

LOT OF RECORD, SUBSTANDARD ORIGINAL: Any legally created individual nonconforming lot that does not meet the minimum lot width or area requirements of the district in which it is located. Such lot may be utilized for those uses permitted within its zoning district if all other requirements of this title are met. Residential development of substandard original lots of record is subject to section 9-4-6 of this title.

LOT, REVERSED CORNER: A corner lot the rear of which abuts upon the side of another lot whether across an alley or not.

LOT WIDTH: The horizontal distance between the side lot lines.

MOBILE HOME: A vehicle or structure constructed for movement on the public highways, that has sleeping, cooking and plumbing facilities, is intended for human occupancy and is being used for residential purposes.

MOBILE HOME PARK: Any plot of ground upon which two (2) or more occupied mobile homes are located.

MOBILE HOME SPACE: A plot of ground within a mobile home park designated for the accommodation of one mobile home.

MODULAR HOUSING: A dwelling unit manufactured off site, built to be used for permanent residential occupancy, to be set on a permanent foundation and conforming to the applicable building code.

MOTEL: A group of attached or detached buildings containing individual sleeping or living units where a majority of such units open individually and directly to the outside, and where a garage is attached or a parking space is conveniently located to each unit, all for the use by automobile tourists or transients, and such words include motor lodges, motor inns, and similar terms.

NONCONFORMING USE: Any building, structure or land lawfully occupied by a use or lawfully situated which does not conform to the regulations of this title.

NONPRECISION INSTRUMENT RUNWAY: A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight in nonprecision instrument approach procedure has been approved or planned.

NURSING HOME OR REST HOME: A private hospital for the care of children, the aged or infirm or a place of rest for those suffering bodily disorders, but not including facilities for the treatment of sickness or injuries or for surgical care.

PARKING AREA/FACILITY, PRIVATE: Any privately owned off-street area, lot, structure, or portion thereof, that is designated and used for the temporary storage and maneuvering of motor vehicles. This includes surface parking lots, parking garages or structures, and all internal driveways, drive aisles or circulation areas necessary for vehicle ingress, egress, and movement within the facility. A private parking facility does

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not include public rights-of-way, on-street parking spaces, or areas designated exclusively for the loading or unloading of trucks or delivery vehicles.

PARKING AREA/FACILITY, PUBLIC: An open area, other than street, used for the temporary parking of more than four (4) automobiles and available for public use whether free, for compensation or as an accommodation for clients or customers.

PARKING SPACE: An area, enclosed or unenclosed, which has adequate access to a public street or alley, sufficient in size to store one automobile.

PERSON: An individual, firm, partnership, corporation, company, association, joint stock association, or governmental entity; includes a trustee, a receiver, an assignee, or a similar representative of any of them.

PLANNED UNIT DEVELOPMENT: An area of land pursuant to Idaho Code 67-6515 in which a variety of residential, commercial, industrial and other land uses are provided for under single ownership or control.

PORCH: A roofed entrance to a building, projecting out from the wall or walls of the main structure and commonly open in part to the weather.

PRECISION INSTRUMENT RUNWAY APPROACH ZONE: The inner edge of this approach zone coincides with the width of the primary surface and is one thousand feet (1,000') wide. The approach zone expands outward uniformly to a width of sixteen thousand feet (16,000') at a horizontal distance of fifty thousand feet (50,000') from the primary surface. Its centerline is the continuation of the centerline of the runway.

PRE-SCHOOL: An institution primarily engaged in child training and academic instruction prior to the mandatory first grade.

PRIMARY SURFACE: A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends two hundred feet (200') beyond each end of that runway; for military runways or when the runway has not specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface is set forth in the airport overlay zone district. The elevation on the primary surface is the same as the elevation of the nearest point on the runway centerline.

RUNWAY: A defined area on an airport prepared for landing and takeoff of aircraft along its length.

SCHOOL: An institution primarily engaged in academic instruction, public, parochial or private and recognized or approved by the state.

SETBACK: The minimum required distance between a property line and any portion of a building excepting projections as allowed by this title.

SIDEWALK: That portion of a street between the lateral lines of the roadway and the adjacent property lines set apart for use by pedestrians.

SITE PLAN REVIEW: The process whereby the planning department shall review the site plans, maps and other studies to assist in determining the manner in which the applicant intends to make use of his property to assure that they meet the stated purposes and

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standards of the zoning district and provide for the necessary public facilities associated with the development.

STORY: That portion of a building included between the surface of any floor and the surface of the floor next above it or if there be no floor above it, then the space between such floor and the ceiling next above.

STREET: The entire width between the right-of-way lines of every way for vehicular and pedestrian traffic and includes the terms "road", "highway", "lane", "place", "avenue", and other similar designations.

STRUCTURAL ALTERATIONS: Any change which would prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams or girders.

STRUCTURE: That which is built or constructed.

TERRACE, OPEN: A level and rather narrow plain or platform which, for purposes of this title, is located adjacent to one or more faces of the main structure and which is constructed not more than four feet (4') in height above the average level of the adjoining ground.

TIMESHARE CONDOMINIUM: A condominium in which units are individually owned by a family or group of persons for a variable amount of time during the year, and in which part or all of the units may be available to transients for rent or on an exchange basis. For the purposes of this title, timeshare condominium or unit shall be considered a motel.

TOWNHOUSE: An attached dwelling, designed for residence by a single-family or household, that shares a party or common wall and occasionally a single roof with at least one other similar residence. Townhouses and the land they rest upon are usually individually owned with a proportional interest in the common areas of the development.

TRAILER: A vehicle without motive power used for human habitation, including a trailer coach or house trailer designed to be drawn by a motor vehicle.

TRAILER PARK, MOBILE HOME PARK, TRAILER COURT: Any premises occupied or designed to accommodate more than one mobile home or trailer.

USE: The purpose for which land or a building is intended, designed, arranged or maintained.

VACATION HOME RENTAL OCCUPANCY: The use of a dwelling unit by any person or group of persons who occupies or is entitled to occupy a dwelling unit for remuneration for a period of time less than thirty (30) days but at least two (2) days, counting portions of days as full days. "Remuneration" means compensation, money, rent or other bargained for consideration given in return for occupancy, possession or use of real property. Home exchanges where money is not transferred shall be excluded from this definition.

VISUAL RUNWAY: A runway intended solely for the operation of aircraft using visual approach procedures.

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YARD: An open space unoccupied and unobstructed from the ground upward, on the same lot with a main building, except as otherwise provided in this chapter.

YARD, FRONT: A yard extending across the full width of the lot and lying between the front line of the lot and the nearest line of the building.

YARD, REAR: A yard extending across the full width of the lot and lying between the rear line of the lot and the nearest line of the principal building.

YARD, SIDE: That part of the yard lying between the main building and a side lot line, and extending from the required front yard (or from the front lot line, if there is no required front yard) to the required rear yard.

ORDINANCE SECTION 2 – REPEAL AND REPLACE SANDPOINT CITY CODE TITLE 9, CHAPTER 4, SECTIONS 1 - 6

Sandpoint City Code Title 9, Chapter 4, Sections 1 through 6, are hereby repealed in their entirety and replaced with the following:

9-4-1: Residential Single-Family (RS) Zone:

9-4-1-1: Purpose:

The Single-Family Zone is intended to preserve land for housing and to provide housing opportunities for individual households. The zones implement the comprehensive plan policies and designations for single-family housing in the CA-2 areas identified in the 2009 comprehensive plan.

9-4-1-2: Use Regulations:

The use regulations are intended to create, maintain and promote single dwelling neighborhoods. They allow for some nonhousehold living uses but not to such an extent as to sacrifice the overall image and character of the single dwelling neighborhood.

The following regulations shall apply:

P Permitted use

C Conditional use¹

N Not permitted

Residential (except for uses located on original substandard lots of record):	
Accessory dwellings as provided in section 9-1-8 of this title	P
Duplex on a single lot	N
Cottage housing in accordance with section 9-4-7 of this chapter	P ³
Gated communities	N
Manufactured homes subject to the following provisions, conditions, and regulations:	P

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A. The manufactured home shall be multi-sectional, unless sited in a recognized, existing or newly created manufactured housing community.	
B. The manufactured home shall be placed on an excavated and backfilled foundation and enclosed at the perimeter in such a manner that the home is located not more than twelve inches (12") above grade.	
C. In addition to the provisions of subsection A of this use, a manufactured home shall be subject to any development standard, architectural requirements and minimum size requirements to which a conventional single-family residential dwelling on the same lot would be subjected.	
Multi-family dwellings	N
Short term rentals subject to the licensing requirements set forth in title 3, chapter 12 of this Code	P
Single-family dwellings, private garages, and such outbuildings as may be incidental thereto. Such outbuildings shall not be used, occupied or equipped for a permanent dwelling or guesthouse and not more than 1 dwelling shall occupy 1 lot, except as otherwise provided for in this title	P
Residential (located on original substandard lots of record):	
Single-family dwellings	P ²
Duplex on a single lot	N
Attached housing (two or three units)	P ²
Nonresidential:	
Cemeteries	C
Churches and accessory buildings used for religious teachings	C
Community centers, nonmunicipally owned	N
Daycare, including homeschooling:	
Home (6 or less - home occupation)	P
Group (7—12)	N
Daycare facilities (13+)	N
Fire stations	N
Home occupations	P
Kennels; commercial or private, even as a home occupation	N
Libraries	C
Municipally owned facilities	P
Other uses not specifically listed	N
Parks or playgrounds:	
Private	C
Public	P
Police stations	N
Public utility facilities	P
Recreation buildings, nonmunicipally owned	N

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Schools, public or private, except those schools of vocational nature which operate similarly to a retail business where a product or products may be purchased on the premises	C
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Notes:

1. Any use legally established as a permitted use now subject to conditional use approval shall be subject to conditional use approval to expand such use.
2. Subject to standards set forth for development of residential original substandard lots of record, SCC 9-4-6.
3. Subject to standards set forth for cottage housing development.

9-4-1-3: Development Standards:

The development standards for the Residential Single-Family Zone preserve the character of single-family neighborhoods and provide flexibility to allow different densities and development standards. The development standards work together to promote desirable residential areas by addressing aesthetically pleasing environments, safety, privacy, energy conservation, and recreational opportunities. The site development standards allow for flexibility of development while maintaining compatibility within the city's various single-family neighborhoods. In addition, the regulations provide certainty to property owners, developers, and neighbors about the limits of what is allowed.

- A. Lot Areas: No building or structure nor the enlargement of any building or structure shall be hereafter erected or maintained unless the following described yards and lot areas are provided and maintained in connection with said building, structure or enlargement:

Every building erected shall be on a lot having an area of not less than five thousand (5,000) square feet with a frontage on public streets of not less than fifty feet (50') and shall have a width of not less than fifty feet (50') at the front building line. Lots with frontage on a cul-de-sac shall have a minimum frontage on a public road of not less than fifty feet (50').

B. Setbacks:

1. Purpose: The setback regulations for buildings and garage entrances serve several purposes:
 - a. They maintain light, air, separation for fire protection, and access for firefighting;
 - b. They reflect the general building scale and placement of houses in the city's single-family neighborhoods;
 - c. They promote a reasonable physical relationship between residences;
 - d. They promote options for privacy for neighboring properties;
 - e. They require larger front setbacks than side and rear setbacks to promote open, visually pleasing front yards;

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- f. They provide adequate flexibility to site a building so that it may be compatible with the neighborhood, fit the topography of the site, allow for required outdoor areas, and allow for architectural diversity; and
 - g. They provide room for a car to park in front of a garage door without overhanging the street or sidewalk, and they enhance driver visibility when backing onto the street.
- 2. General Exception to all Setbacks: Minor features of a building such as eaves, chimneys, water collection cisterns and planters, air conditioning units, bay windows, uncovered balconies, covered side and rear entryway overhangs, may extend into the required setback. Bays and bay windows encroaching into the setback also must meet the following requirements: a) each bay and bay window may be up to twelve feet (12') long, but the total area of all bays and bay windows on a building facade cannot be more than thirty percent (30%) of the linear total of the facade; b) bays and bay windows must cantilever beyond the foundation of the building; and c) the bay may not include any doors.
- 3. Front Setbacks: Each lot shall have a front setback of not less than twenty feet (20') in depth from front lot line, except as follows:
 - a. Porches: Unenclosed front porches may encroach into the front setback up to ten feet (10') from the front lot line.
 - b. Garages: Any garage, detached or attached, shall be set back a minimum of twenty-five feet (25') from the front lot line.
- 4. Side Setbacks: Each lot shall have a side setback of not less than five feet (5') in depth from the side lot line, except as follows:
 - a. Street Side Setback: The street side setback shall be twenty feet (20') unless features such as projections, recessions, windows, or other architectural treatment are incorporated to prevent a blank wall appearance, in which case the street side setback may be reduced to ten feet (10'). This standard does not apply to garages accessed off the side street.
 - b. Garages:
 - i. Detached garages on interior lots shall have a side setback of no less than three feet (3').
 - ii. Garages accessed from a street side lot line which include parking between the garage and the lot line shall have a setback of no less than twenty-five feet (25') from the street side lot line
 - iii. Garages accessed from a street side lot line which do not include parking between the garage and the lot line shall have a setback of no more than three feet (3') and no less than one foot (1') to prevent parking overhang onto the public right of way.

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- iv. Garages accessed from an alley shall adhere to the street side setback as established above in 3a.
 - c. Accessory buildings/structures shall have a setback from the side lot line of five feet (5').
 - d. Accessory dwelling units shall follow the regulations of accessory buildings unless located above a garage, in which case they shall follow the standards for garages.
5. Rear Setbacks: Each lot shall have a rear setback of not less than fifteen feet (15') in depth from the lot line, except as follows:
- a. Alley accessed garages shall have a setback from the rear lot line of one foot (1')
 - b. Accessory buildings shall have a setback from the rear lot line of five feet (5')
 - c. Accessory dwelling units shall follow the regulations of accessory buildings unless located above a garage, in which case they shall follow the standards for garages.
6. Riparian and Shoreline Setback:
- a. Purpose: The purpose of this subsection B.6. is to protect scenic and recreational resources, water quality and natural shoreline habitat. In addition, shoreline setbacks and buffers help avoid damage to development from erosion and flooding.

The waterfront building setback for new development and redevelopment (tear downs) along waterfront properties within the city of Sandpoint shall be a minimum of forty feet (40') from the artificial high water mark. For purposes of this subsection B.6., the artificial high water mark shall be considered according to the North American vertical datum of 1988 (NAVD88) as 2,066.4 or 2,062.5 feet using the national geodetic vertical datum of 1929 (NGVD29).

New development adhering to the forty foot (40') setback and/or reconstruction that involves issuance of a building permit for greater than twenty-five thousand dollars (\$25,000.00) of improvements, shall be required to plant fifty percent (50%) of the area in the minimum twenty-five foot (25') building setback with native vegetation comprised of a mixture of grasses and shrubs. For the purpose of this subsection B6, building permit valuation shall be a cumulative aggregate from the date of the adoption hereof forward.

The city shall assist the applicant in determining appropriate native vegetation required, and will coordinate with the applicant on the planting success the following year.

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The building setback can be reduced to twenty-five feet (25') if the setback area is revegetated with primarily native vegetation. Establishment of a tree canopy is encouraged. No constructed structures other than those required for waterfront access/docks are allowed within the twenty-five foot (25') setback. The applicant shall record on the title documentation from the city of Sandpoint confirming that the structure has been built under the flexible setback option and as such, the structure is conforming and the area within the twenty-five foot (25') lakefront setback is to remain planted primarily with native vegetation (as described above).

A variance may be sought for those projects or activities for which it can be demonstrated that strict compliance would result in a practical difficulty. City owned property shall be exempt from the required standards.

- b. Shoreline Setback Exceptions: Placement of constructed trams, rails, uncovered steps, stairs or walkways, any of which shall be five feet (5') or less in width and installed to provide access to the shoreline, are permitted within the shoreline setback. Such structures shall not be constructed in a manner that is parallel to the shoreline that would create a boardwalk along the waterfront (except where steep slopes require switchback designs).

C. Lot Coverage and Impervious Surface:

- 1. Purpose: The lot coverage, building footprint, and impervious surface standards in the RS zone are intended to balance development flexibility with the preservation of neighborhood character, access to light and air, and the traditional open, landscaped qualities of single-family residential areas. By limiting the extent of impervious surfaces, including buildings, driveways, patios, and similar improvements, the code promotes landscaping, shade trees, gardens, and other pervious outdoor spaces that define the visual and environmental character of Sandpoint's neighborhoods.

In addition, the two-story building footprint limit is intended to manage the bulk and massing of taller residential structures. This standard accommodates larger single-story homes while preventing the construction of disproportionately large or imposing two-story forms that diminish neighboring access to light, air, and privacy. Together, these standards provide a clear and predictable framework that supports homeowner flexibility and housing choice while ensuring that new development remains compatible with the scale and livability of established RS neighborhoods.

- 2. Maximum Impervious Surface: Each lot upon which a dwelling, garage or other accessory structure is constructed shall have a maximum impervious surface (including building footprint and surfaces such as driveways, walkways, patios, and parking areas) of 70% of the lot size.

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D. Building Height:

1. Purpose: The building height standards are intended to maintain an appropriate sense of scale within Sandpoint's single-family residential neighborhoods by preventing individual structures from dominating the built environment or encroaching on adjacent homes. By linking maximum height to the proportion of lot area covered by a structure, these standards encourage a variety of building forms, preserve access to light and air, reduce the visual mass of two-story construction, and support the open, traditional character of Sandpoint's residential areas. The standards work in concert with setbacks and impervious surface limits to promote compatible development patterns and protect neighborhood livability.
2. No structure on a lot shall exceed the following height limits as measured from the finished grade:

Lot coverage percentage	Building height
Up to 35%	35' maximum
Greater than 35% up to 70%	18' maximum

For the purposes of this section, any horizontal area of a building or structure that is located below any portion of a roof or building element whose height exceeds eighteen feet (18') above finished grade shall be counted towards the lot coverage for structures exceeding eighteen feet (18'). This includes, but is not limited to:

- a. All floor area, enclosed or unenclosed, located beneath a roof plane that reaches or exceeds 18' in height;
 - b. Cantilevers, covered porches, decks, breezeways, or other projections whose covering or structure support exceeds 18'; and
 - c. Any vertical building element, such as walls, gables, dormers, roof extensions, or architectural projections, whose highest point exceeds 18'.
3. Exceptions To The Maximum Height:
 - a. Chimneys, flagpoles, satellite receiving dishes, roof mounted solar panels and other similar items may extend above the height limit, as long as they do not exceed five feet (5') above the top of the highest point of the roof.
 - b. Utility power poles, and public safety facilities are exempt from the height limit.

E. Garage Design Standards:

1. Purpose: Together with the main entrance and street facing facade standards, these standards ensure that there is a physical and visual

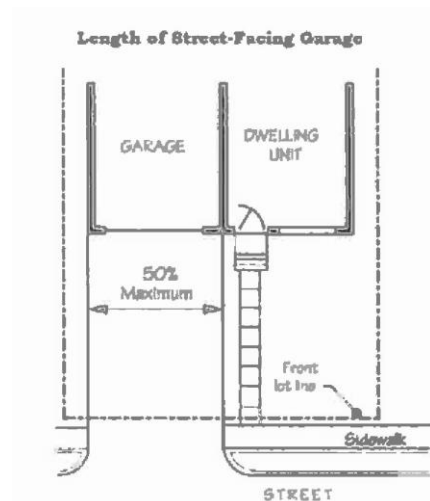
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connection between the living area of the residence and the street. Additionally these standards:

- a. Ensure that the location and amount of the living area of the residence, as seen from the street, is more prominent than the garage;
 - b. Prevent garages from obscuring the main entrance from the street and ensure that the main entrance for pedestrians, rather than automobiles, is the prominent entrance;
 - c. Provide for a more pleasant pedestrian environment by preventing garages and vehicle areas from dominating the views of the neighborhood from the sidewalk; and
 - d. Enhance public safety by discouraging garages from blocking views of the street from inside the residence.
2. Applicability: The regulations of this subsection E apply to all attached or detached garages in the residential single-family zone.
 3. Standards:
 - a. Any garage wall with entrance facing the street may be up to fifty percent (50%) of the width of the street facing unit façade. (See Figure 1 of this section.)

Figure

1



- b. Garages shall be recessed, or may be flush to the primary facade when the primary facade contains an unenclosed porch having a depth of seven feet (7') or greater and occupying a minimum of twenty-five percent (25%) of the linear primary structure facade. No portion of a garage may protrude past the front of the primary façade of the dwelling unit.

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- c. Garages walls greater than twelve feet (12') in height or twenty-four feet (24') in length shall include architectural detail to break up and limit the massive appearance of the wall. Doing so requires utilizing at least two (2) of the following architectural features on street facade:
 - i. Dormers;
 - ii. Gables;
 - iii. Covered porch entries;
 - iv. Pillars or posts;
 - v. Eaves;
 - vi. Offsets in building face or roof (minimum of sixteen inches (16"));
 - vii. Window trim;
 - viii. Bay windows;
 - ix. Balconies;
 - x. An alternative feature providing for visual relief.
 - d. On corner lots, walls facing the side street must meet the standards of subsection E, 3, c.
 - e. Street-facing garages are prohibited on lots narrower than 37.5 feet in the residential single-family zone.
 - f. Second floor windows facing abutting residential lots shall utilize appropriate glass block or opaque glass, or clerestory windows to maintain privacy of adjacent residential property.
4. Existing Detached Garages:
- a. Change of Use: In the residential single-family zone, a detached garage that is in the side or rear setback may be converted to another type of detached covered accessory structure so long as it is compliant with regulations specified in section 9-1-8 or 9-1-5 of this title. Second floor windows facing abutting lots utilize appropriate material (glass block or opaque glass) to maintain privacy of adjacent property.
 - b. Rebuilding: A detached garage that is nonconforming due to its location in a setback, may be rebuilt on the footprint of the existing foundation, if the garage was originally constructed legally. Where the structure facade faces a street, garages utilizing this provision shall be designed and reconstructed in a manner to prevent a blank wall appearance through the utilization of projections, recessions, windows or other architectural treatment.
 - c. Additions: An addition may be made to a detached garage that is nonconforming due to its location in a setback, provided the expansion complies with all other standards of this section.

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F. Main Entrance Design Standards:

1. Purpose: These standards:

- a. Together with the street facing facade and garage standards, ensure that there is a physical and visual connection between the living area of the residence and the street;
- b. Enhance public safety for residents and visitors and provide opportunities for community interaction;
- c. Ensure that the pedestrian entrance is visible or clearly identifiable from the street by its orientation or articulation; and
- d. Ensure that pedestrians can easily find the main entrance, and so establish how to enter the residence.
- e. Ensure a connection to the public realm for development on lots fronting both private and public streets by making the pedestrian entrance visible or clearly identifiable from the public street.

2. Applicability:

- a. The standards of this subsection F apply to houses, attached houses, and manufactured homes, in the residential single-family zone;
- b. Where a proposal is for an alteration or addition to existing development, the standards of this subsection F apply only to the portion being altered or added;
- c. On sites with frontage on both a private street and a public street, the standards apply to the site frontage on the public street. On all other sites with more than one street frontage, the applicant may choose on which frontage to meet the standards.

3. Standards:

- a. Location: At least one main entrance for each structure must:

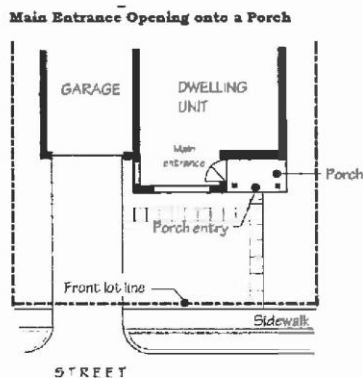
(1) Either:

- (A) Face the street;
- (B) Be at an angle of up to forty-five degrees (45°) from the street; or
- (C) Open onto a porch. (See Figure 2 of this section.) The porch must be a covered unenclosed porch with a minimum of twenty-five (25) square feet in area.

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Figure

2



G. Street Facing Façade Design Standards:

1. Purpose: These standards:
 - a. Together with the main entrance and garage standards, ensure that there is a visual connection between the living area of the residence and the street;
 - b. Enhance public safety by allowing people to survey their neighborhood from inside their residences; and
 - c. Provide a more pleasant pedestrian environment by preventing large expanses of blank facades along streets.
2. Applicability: The standard of this subsection G applies to houses, attached homes, and manufactured homes in the residential single-family zone. Where a proposal is for an alteration or addition to existing development, the applicant may choose to apply the standard either to the portion being altered or added, or to the entire street facing facade.
3. Standards: At least fifteen percent (15%) of the square footage area of each facade that faces a street lot line must be comprised of windows or main entrance doors. Glass block does not meet this standard.

H. Attached Housing Options:

1. Purpose: The alternative development options allow for variety in development standards while maintaining the overall character of a single dwelling neighborhood. These options have several public benefits:
 - a. They allow for development which is more sensitive to the environment, especially in hilly areas and areas with water features and natural drainageways;
 - b. They allow for the preservation of open and natural areas;

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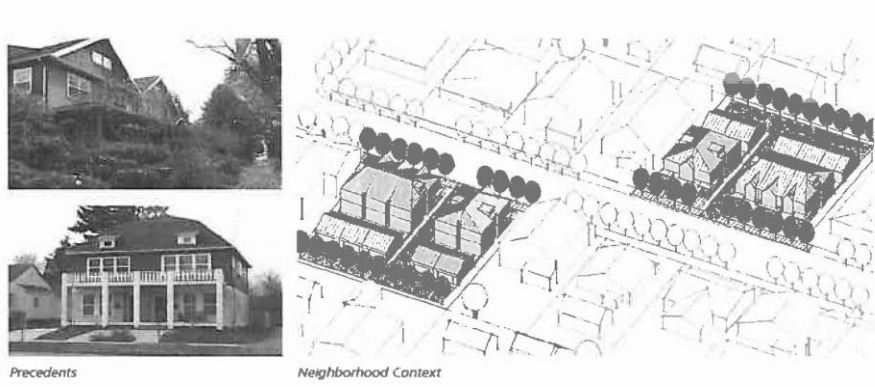
- c. They promote better site layout and opportunities for private recreational areas;
 - d. They promote opportunities for affordable housing;
 - e. They promote energy efficient development; and
 - f. They allow for the provision of alternative structure types where density standards are met.
 - g. They reduce the impact that new development may have on surrounding residential development.
 - h. Attached housing allows for more efficient use of land and for energy conserving housing.
2. Where This Standard Applies: The regulations of this subsection apply to all attached housing in the residential single-family zone. The alternative development options listed in this subsection H are allowed by right unless specifically stated otherwise. The project must comply with all of the applicable development standards of this subsection H. The project must also conform to all other development standards of the base zone unless those standards are superseded by the standards in this subsection H.
3. The Standard:
- a. Area Requirements:
 - (1) Lot Dimensions: Attached housing must be on a lot that has a minimum area of ten thousand (10,000) square feet unless otherwise stated by this code.
 - (2) Building Setbacks:
 - (A) Interior (Noncorner) Lots: On interior lots the side building setback on the side containing the common wall is reduced to zero. The reduced setback applies to all buildings on the lot and extends along the full length of the lot line that contains the common or abutting wall. The side building setback on the side opposite the common wall must be ten feet (10').
 - (B) Corner Lots: On corner lots either the rear setback or nonstreet side setback may be reduced to five feet (5'). However, the remaining nonstreet setback must comply with the requirements for a standard rear setback.
 - b. Number of Units: A maximum of two (2) units are allowed per structure. Attached houses may have a common wall. Accessory dwelling units are prohibited on lots developed with attached housing.
 - c. Single-Family Character: Attached housing shall contribute to the single-family character of the neighborhood by utilizing exemplary

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design and architecture to seamlessly integrate with other structures in the vicinity. (See Figure 3 of this section.)

Figure

3



- d. **Second Story Design:** A second story of any attached housing unit requires additional design standards. Along the street facing facade, the building shall incorporate features such as offsets, balconies, projections, window reveals, or similar elements to preclude large expanses of uninterrupted building surfaces. Such features shall occur at a minimum of every twelve feet (12') along the vertical face of the facade, and each floor shall contain a minimum of offsets or breaks in facade of two feet (2') or greater in depth.
- e. **Landscape Standards:** The following landscape standards must be met on lots in the residential single-family zone to qualify for attached housing development:
 - (1) A minimum of three (3) front yard trees with a minimum dbh of two inches (2") shall be planted per unit.

9-4-2: Residential Multi-Family (RM) Zone:

9-4-2-1: Purpose:

Areas zoned as Residential Multi-Family (RM) are intended to preserve land for housing and to provide diversity in housing options. This zone implements the comprehensive plan policies for those areas identified as CA-3 in the 2009 comprehensive plan.

9-4-2-2: Use Regulations:

These use regulations are intended to create opportunities for new types of housing that seamlessly integrate with existing neighborhoods in the area. The regulations allow for a wider range of housing types compared to Residential Single-Family (RS) in order to create a denser neighborhood form.

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The following regulations shall apply:

P Permitted use
 C Conditional use¹
 N Not permitted

Residential (except for uses located on original substandard lots of record):	
Accessory dwellings as provided in section 9-1-8 of this title	P
Attached housing	P
Clubs, lodges, fraternal organizations, when not operated for profit	P
Cottage housing	P ³
Duplex	P
Gated communities	N
Manufactured homes subject to following provisions, conditions and regulations:	P ⁴
A. The manufactured home shall be multi-sectional, unless sited in a recognized, existing or newly created manufactured housing community.	
B. The manufactured home shall be placed on an excavated and backfilled foundation and enclosed at the perimeter in such a manner that the home is located not more than 12 inches above grade.	
C. In addition to the provisions of subsection A of this use, a manufactured home shall be subject to any development standard, architectural requirements and minimum size requirements to which a conventional single-family residential dwelling on the same lot would be subjected.	
Multi-family dwellings:	
7 units or less	P
8 units or more	C
Short term rentals subject to the licensing requirements set forth in title 3, chapter 12 of this Code	P
Single-family dwellings, private garages, and such outbuildings as may be incidental thereto. Such outbuildings shall not be used, occupied or equipped for a permanent dwelling or guesthouse and not more than 1 dwelling shall occupy 1 lot, except as otherwise provided for in this title	P
Nonresidential:	
Cemeteries	C
Churches and accessory buildings used for religious teachings	C
Community centers, nonmunicipally owned	C
Community garden. No commerce/retail sales permitted on site	P
Daycare, including homeschooling:	
Home (6 or less - home occupation)	P

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Group (7—12)	C
Daycare facilities (13+)	C
Fire stations	N
Home occupations	P
Kennels; commercial or private, even as a home occupation	N
Libraries	C
Neighborhood eatery. Performance standards that apply to neighborhood eatery uses in this zone consist of, but are not limited to, the following criteria:	C
A. The premises must be owner occupied.	
B. Entrances shall be located along the primary street frontage.	
C. Hours of operation between 7:00 a.m.—10:00 p.m.	
D. Delivery times shall be limited to hours of operation.	
Municipally owned facilities	P
Other uses not specifically listed	N
Parks or playgrounds:	
Private	C
Public	P
Police stations	N
Public utility facilities	C
Recreation buildings, nonmunicipally owned	N
Schools, public or private, except those schools of vocational nature which operate similarly to a retail business where a product or products may be purchased on the premises	C

Notes:

- Any use legally established as a permitted use now subject to conditional use approval shall be subject to conditional use approval to expand such use.
- Subject to standards set forth for the standards for development of residential original substandard lots of record.
- Subject to standards set forth for cottage housing development.
- The recognized, existing communities within the RM Zone at the time of adoption hereof include the 6-unit Lines Mobile Home Park located at the southeast corner of Division Avenue and Church Street and the 16-unit Wikiup Mobile Home Park located on the east side of Florence Avenue between Fir and Larch Streets.

9-4-2-3: Development Standards:

- Lot Areas: Every individual dwelling erected shall be on a lot having an area of not less than three thousand and five hundred (3,500) square feet and frontage on a public street of not less than twenty-five feet (25') and shall have a width of not less than twenty-five feet (25') at the front building line. Townhouse lots which are

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designed for common wall construction on a common interior lot line shall not have an area less than two thousand five hundred (2,500) square feet per lot and frontage on a public street of not less than eighteen and three quarters feet (18.75') per lot. Lots with frontage on a cul-de-sac shall have a minimum frontage on a public road of not less than thirty feet (30').

Additional units may be developed as follows:

AREA INCREASES PER UNIT

	Units	Lot Size	Minimum Road Frontage
Permitted use:			
An additional 1,775 square feet of area, and an additional 12.5 feet, but no more than 130 feet of frontage	1	0-4,999	25
	2	5,000	37.5
	3	6,775	50
	4	8,550	62.5
	5	10,325	75
	6	12,100	87.5
	7	13,875	100
	8	15,650	112.5
Conditional use:			
	9	17,425	125
	10	19,200	130
	11	20,975	130
	12+	+1,000 each unit	130

B. Setbacks:

1. Purpose: The setback regulations for buildings and garage entrances serve several purposes:
 - a. They maintain light, air, separation for fire protection, and access for firefighting;
 - b. They reflect the general building scale and placement of houses;
 - c. They promote a reasonable physical relationship between residences;

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- d. They promote options for privacy for neighboring properties;
 - e. They require larger front setbacks than side and rear setbacks to promote open, visually pleasing front yards;
 - f. They provide adequate flexibility to site a building so that it may be compatible with the neighborhood, fit the topography of the site, allow for required outdoor areas, and allow for architectural diversity; and
 - g. They provide room for a car to park in front of a garage door without overhanging the street or sidewalk, and they enhance driver visibility when backing onto the street.
2. General Exception to all Setbacks: Minor features of a building such as eaves, chimneys, water collection cisterns and planters, air conditioning units, bay windows, uncovered balconies, covered side and rear entryway overhangs, may extend into the required setback. Bays and bay windows encroaching into the setback also must meet the following requirements: a) each bay and bay window may be up to twelve feet (12') long, but the total area of all bays and bay windows on a building facade cannot be more than thirty percent (30%) of the linear total of the facade; b) bays and bay windows must cantilever beyond the foundation of the building; and c) the bay may not include any doors.
 3. Front Setbacks: Each lot shall have a front setback of not less than fifteen feet (15') in depth from front lot line, except as follows:
 - a. Porches: Unenclosed front porches shall be setback ten feet (10') from the front lot line.
 - b. Garages: Any garage, detached or attached, shall be set back a minimum of twenty-five feet (25') from the front lot line. Street facing garages shall not be permitted on lots with less than 37.5' of frontage on a public street.
 4. Side Setbacks: Each lot shall have a side setback of not less than five feet (5') in depth from the lot line, except as follows:
 - a. On interior lots smaller than 5,000 square feet there shall be a side setback on each side of the outer walls of any building constructed thereon of not less than three feet (3'). If the interior side setback is less than five feet (5') and the roof slopes toward the interior side property line, then the roof shall incorporate either (a) snow-retention devices designed to prevent snow and ice shedding beyond the property line, or (b) roof geometries demonstrating, through acceptable engineering analysis, that snow shed will fall entirely within the required setback.
 - b. Street Side Setback: The street side setback shall be fifteen feet (15') unless features such as projections, recessions, windows, or other architectural treatment are incorporated to prevent a blank wall appearance, in which case the street side setback may be reduced to ten feet (10'). This standard does not apply to garages accessed off the side street.

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- c. Garages:
- i. Detached garages on interior lots shall have a side setback of no less than three feet (3').
 - ii. Garages accessed from a street side lot line which include parking between the garage and the lot line shall have a setback of no less than twenty-five feet (25') from the street side lot line.
 - iii. Garages accessed from a street side lot line which do not include parking between the garage and the lot line shall have a setback of no more than three feet (3') and no less than one foot (1') to prevent parking overhang onto the public right of way.
 - iv. Garages accessed from an alley shall adhere to the street side setback as established above in 3a.
5. Rear Setbacks: Each lot shall have a rear setback of not less than fifteen feet (15') in depth from the lot line, except as follows:
- a. Alley accessed garages shall have a setback from the rear lot line of one foot (1')
 - b. Accessory buildings shall have a setback from the rear lot line of five feet (5')
 - c. Accessory dwelling units shall follow the regulations of accessory buildings unless located above a garage, in which case they shall follow the standards for garages.
6. Riparian and Shoreline Setback:
- a. Purpose: The purpose of this subsection B.6. is to protect scenic and recreational resources, water quality and natural shoreline habitat. In addition, shoreline setbacks and buffers help avoid damage to development from erosion and flooding.

The waterfront building setback for new development and redevelopment (tear downs) along waterfront properties within the city of Sandpoint shall be a minimum of forty feet (40') from the artificial high-water mark. For purposes of this subsection B.6., artificial high water marks shall be considered according to the North American vertical datum of 1988 (NAVD88).

New development adhering to the forty foot (40') setback and/or reconstruction that involves issuance of a building permit for greater than twenty-five thousand dollars (\$25,000.00) of improvements, shall be required to plant fifty percent (50%) of the area in the minimum twenty-five foot (25') building setback with native vegetation comprised of a mixture of grasses and shrubs. For the purpose of this subsection B.6., building permit valuation shall be a cumulative aggregate from the date of the adoption hereof forward.

The city shall assist the applicant in determining appropriate native vegetation required and will coordinate with the applicant on the planting success the following year.

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The building setback can be reduced to twenty-five feet (25') if the setback area is revegetated with primarily native vegetation. Establishment of a tree canopy is encouraged. No constructed structures other than those required for waterfront access/docks are allowed within the twenty-five foot (25') setback. The applicant shall record on the title documentation from the City of Sandpoint confirming that the structure has been built under the flexible setback option and as such, the structure is conforming and the area within the twenty-five foot (25') lakefront setback is to remain planted primarily with native vegetation (as described above).

A variance may be sought for those projects or activities for which it can be demonstrated that strict compliance would result in a practical difficulty. City owned property shall be exempt from the required standards.

- b. Shoreline Setback Exceptions: Placement of constructed trams, rails, uncovered steps, stairs or walkways, any of which shall be five feet (5') or less in width and installed to provide access to the shoreline, are permitted within the shoreline setback. Such structures shall not be constructed in a manner that is parallel to the shoreline that would create a boardwalk along the waterfront (except where steep slopes require switchback designs).

C. Impervious Surface:

1. Purpose: The impervious surface standards are intended to balance development flexibility with neighborhood livability and character. By limiting the total area of buildings, driveways, patios, and other hard surfaces on a lot, the ability to ensure open, outdoor character of residential areas to include lawns, landscaping, shade trees, natural spaces and gardens is enhanced. A single impervious surface limit provides a clear and predictable standard while allowing homeowners and builders flexibility in the arrangement of structures and improvements.
2. Impervious Surface: Each lot upon which a dwelling, private garage or other outbuilding is constructed shall have a maximum impervious surface, including building footprint, of 70% of the lot size.

D. Building Height: No structure shall exceed a building height of forty feet (40') above the average elevation of the finished grade at the front of the building. On lots smaller than 5,000 square feet no structure shall exceed a building height of thirty feet (30') above the average elevation of the finished grade at the front of the building.

1. Exceptions To The Maximum Height:

- a. Chimneys, flagpoles, satellite receiving dishes, roof mounted solar panels and other similar items may extend above the height limit, as long as they do not exceed five feet (5') above the top of the highest point of the roof.
- b. Utility power poles, and public safety facilities are exempt from the height limit.

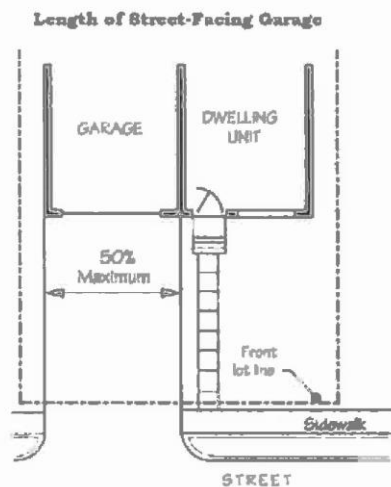
E. Garage Design Standards:

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1. Purpose: Together with the main entrance and street facing facade standards, these standards ensure that there is a physical and visual connection between the living area of the residence and the street. Additionally, these standards:
 - a. Ensure that the location and amount of the living area of the residence, as seen from the street, is more prominent than the garage;
 - b. Prevent garages from obscuring the main entrance from the street and ensure that the main entrance for pedestrians, rather than automobiles, is the prominent entrance;
 - c. Provide for a more pleasant pedestrian environment by preventing garages and vehicle areas from dominating the views of the neighborhood from the sidewalk; and
 - d. Enhance public safety by discouraging garages from blocking views of the street from inside the residence.
2. Applicability: The regulations of this subsection E apply to all attached or detached garages in the residential multi-family zone.
3. Standards:
 - a. Any garage wall with entrance facing the street may be up to fifty percent (50%) of the width of the street facing unit façade. (See Figure 1 of this section.)

Figure

1



- b. Garages shall be recessed or may be flush to the primary façade when the primary facade contains an unenclosed porch having a depth of seven feet (7') or greater and occupying a minimum of twenty-five percent (25%) of the linear primary structure facade. No portion of a garage may protrude past the front of the primary façade of the dwelling unit.

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- c. Garage walls greater than twelve feet (12') in height or twenty-four feet (24') in length shall include architectural detail to break up and limit the massive appearance of the wall. Doing so requires utilizing at least two (2) of the following architectural features on street facade:
 - i. Dormers;
 - ii. Gables;
 - iii. Covered porch entries;
 - iv. Pillars or posts;
 - v. Eaves;
 - vi. Offsets in building face or roof (minimum of sixteen inches (16"));
 - vii. Window trim;
 - viii. Bay windows;
 - ix. Balconies;
 - x. An alternative feature providing for visual relief, similar to subsections E.3.a.(3)(A) through E.3.a.(3)(I) of this section.
- d. On corner lots, walls facing the side street must meet the standards of subsection E, 3, c.
- e. Street-facing garages are prohibited on lots narrower than 37.5 feet in the residential multi-family zone.
- f. Second floor windows facing abutting residential lots shall utilize appropriate glass block or opaque glass, or clerestory windows to maintain privacy of adjacent residential property.
- g. Existing Detached Garages:
 - (1) Change of Use: In the residential multi-family zone, a detached garage that is in the side or rear setback may be converted to another type of detached covered accessory structure so long as it is compliant with regulations specified in section 9-1-8 or 9-1-5 of this title. Second floor windows facing abutting lots utilize appropriate material (glass block or opaque glass) to maintain privacy of adjacent property.
 - (2) Rebuilding: A detached garage that is nonconforming due to its location in a setback, may be rebuilt on the footprint of the existing foundation, if the garage was originally constructed legally. Where the structure facade faces a street, garages utilizing this provision shall be designed and reconstructed in a manner to prevent a blank wall appearance through the utilization of projections, recessions, windows or other architectural treatment.

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- (3) Additions: An addition may be made to a detached garage that is nonconforming due to its location in a setback provided the expansion complies with all other standards of this section.

F. Main Entrance Design Standards:

1. Purpose: These standards:

- a. Together with the street facing facade and garage standards, ensure that there is a physical and visual connection between the living area of the residence and the street;
- b. Enhance public safety for residents and visitors and provide opportunities for community interaction;
- c. Ensure that the pedestrian entrance is visible or clearly identifiable from the street by its orientation or articulation; and
- d. Ensure that pedestrians can easily find the main entrance and so establish how to enter the residence.
- e. Ensure a connection to the public realm for development on lots fronting both private and public streets by making the pedestrian entrance visible or clearly identifiable from the public street.

2. Applicability:

- a. The standards of this subsection F apply to houses, attached houses, and manufactured homes, in the residential multi-family zone;
- b. Where a proposal is for an alteration or addition to existing development, the standards of this subsection F apply only to the portion being altered or added;
- c. On sites with frontage on both a private street and a public street, the standards apply to the site frontage on the public street. On all other sites with more than one street frontage, the applicant may choose on which frontage to meet the standards.

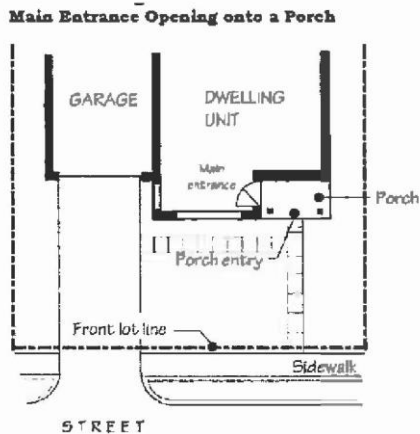
3. Standards:

- a. Location: At least one main entrance for each structure must:

(1) Either:

- (A) Face the street. Be at an angle of up to forty-five degrees (45°) from the street; or
- (B) Open onto a porch. See figure 2 of this section. The porch must be a covered unenclosed porch with a minimum of twenty-five (25) square feet in area.

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Figure**2****G. Street Facing Facade Design Standards:****1. Purpose:** These standards:

- a. Together with the main entrance and garage standards, ensure that there is a visual connection between the living area of the residence and the street;
- b. Enhance public safety by allowing people to survey their neighborhood from inside their residences; and
- c. Provide a more pleasant pedestrian environment by preventing large expanses of blank facades along streets.

2. Applicability: The standard of this subsection G applies to houses, attached homes, and manufactured homes in the residential multi-family zone. Where a proposal is for an alteration or addition to existing development, the applicant may choose to apply the standard either to the portion being altered or added, or to the entire street facing facade. PUDs that received preliminary plan approval prior to the adoption of this section are exempt from this standard.

3. Standards: At least fifteen percent (15%) of the square footage area of each facade that faces a street lot line must be comprised of windows or main entrance doors.

H. Additional Standards Applicable to Multi-Family Development:

- 1. Purpose and Intent:** The following design standards were established to improve the appearance, quality, and functions of multi-family housing. The standards herein apply to the development of multi-family housing in the "RM" zone of four (4) or more units including, but not limited to, apartments and condominiums.
- 2. Conflicting Standards:** In the event that other standards of this title conflict with standards in this provision, the standards within this provision shall prevail.

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3. Building Mechanicals, Service Elements, and Resident Amenities:

- a. Service areas, utility meters, and building mechanicals shall not be located on the street side of the building, nor on a side wall closer than ten feet (10') to the street side of the building. Screening of meters and mechanicals is required, regardless of location. Mailboxes are permitted within ten feet (10') of the front of the building if not visible from the street.
- b. Trash and recycling containers, including cans and dumpsters, shall be screened so as not to be visible from the street or from neighboring properties. Screening shall be one foot higher than the container but not higher than six feet (6'), however roofed enclosures may exceed this limit.
- c. Bike racks shall be provided and shall include space for at least two (2) bikes per unit.
- d. Bike racks shall be located near building entries, shall not interfere with pedestrian circulation, and shall be well lit.

4. Pedestrian Circulation:

- a. There shall be a hard surface (e.g., pavement, pavers, concrete) pedestrian route from the sidewalk or street to the main building entrance and from the parking area to the nearest building entrance. Buildings with more than one entrance shall provide a designated pedestrian route between those entrances (e.g., from front to back).

5. Landscaping, Open Space, and Plantings:

- a. All portions of the site not covered by buildings, paving material, or other planned approved surfaces shall be considered "landscaped area" and shall be planted with living plant materials and/or mulches. Overall site landscaping shall include not less than:
 - (1) One front yard shade tree with a caliper no smaller than two inches (2") dbh per twenty-five (25) linear feet of lot frontage.
 - (2) One tree with a caliper no smaller than two inches (2") and ten (10) shrubs per six hundred (600) square feet of landscaped area.
- b. Existing healthy trees shall be preserved to the greatest extent practicable; however, invasive or nuisance trees shall be removed. Existing damaged, decayed, or diseased trees should be removed to protect remaining trees. Construction near existing trees should follow best management practices to ensure their survival.
- c. Landscaping should reinforce pedestrian circulation routes and obstruct undesired routes of convenience. Bushes, trees, rocks, and other landscape features should be used to indicate where pedestrians should and should not travel. Native and low water demand plantings are encouraged.

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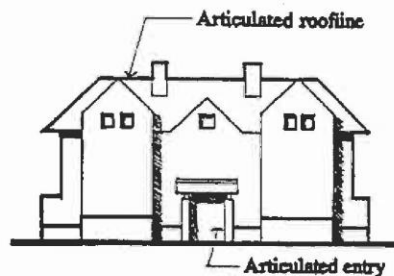
- d. Outdoor seating, including elements such as a bench or chair, shall be provided at the ratio of one seating area per three (3) units which are to be incorporated into or adjacent to usable open space.
 - e. One functional outdoor open space with a minimum dimension of five hundred (500) square feet shall be provided per five (5) units.
- 6. Neighborhood Scale: The scale of those buildings developed within an existing neighborhood shall conform to the established scale. Appropriate scale multi-family development shall be achieved through the adherence of the following:
 - a. The overall height of the multi-family structure shall relate to that of adjacent structures by avoiding construction that varies greatly in height from adjacent buildings. New multi-family structures shall graduate their maximum height based on adjacent structures using stepped roofs and/or partial stories. For example, the portion of a multi-family structure constructed adjacent to a single-story structure is limited to one and a half (1 ½) stories, and if constructed adjacent to a one and one-half (1½) story structure, the adjacent facade would be limited to two (2) stories.
 - b. Multi-family structures shall utilize a variety of building forms and roof shapes rather than boxlike forms with large, unvaried roofs. The building design shall provide manipulations to create clusters of units and variations of height, setback and roof shape.
- 7. Building Entrances:
 - a. The primary entrance to the building shall be on the front elevation and shall face the street.
 - b. Building entrances shall be emphasized through projecting or recessing forms, detail, color, or materials.
 - c. A covering over the main entrance shall extend at least four feet (4') from the main door. Entrance features may encroach into the front yard setback a maximum of four feet (4').
- 8. Facade and Articulation:
 - a. Buildings shall be divided into modules by using articulation or modulation at least every thirty (30) linear feet. Buildings shall use a common, unifying design theme throughout the project but not repeat the same pattern of architectural elements for more than four (4) consecutive modules. The use of at least one of the following techniques is required:
 - (1) Step the front facade building wall back or forward at least four feet (4') and change the roof shape or step the ridgeline to correspond to the wall change.
 - (2) Change several of the architectural elements for the width of the module, such as primary siding material, decks, windows, and entry designs.

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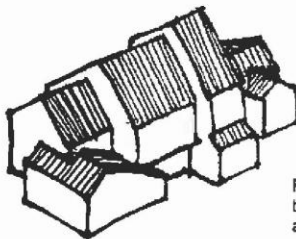
- (3) Break up the roofline and wall heights by use of dormers, gables, and similar variations. When flat roofs are used, add architectural detail such as cornice or fascia and modulation to reduce the perceived mass of the walls.
- b. Buildings shall incorporate architectural details that will provide visual interest at a human scale. At least three (3) of the following shall be utilized:
 - (1) A one-story porch at entrances.
 - (2) Decorative details such as columns, bay windows, dormers, multi-lite windows, trim, or moldings to articulate the building facade.
 - (3) Roof details like brackets, wide (twelve inches (12") or more) cornices and wide (sixteen inches (16") or more) overhangs.
 - (4) Materials and/or color variations that coordinate with changes in the building modules and differentiate ground floors from upper floors.

Definitions:

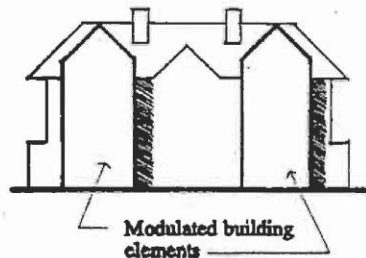
Articulation is the giving of emphasis to architectural elements (like windows, balconies, entries, etc.) that create a complementary pattern, or rhythm, dividing large buildings into smaller identifiable pieces.



Modulation is a measured offset or setback in a building's face.



Reduce the apparent size of a building by using modulation and articulation.



- c. Architectural treatment, similar to that provided to the front facade shall be provided to the sides and rear of the building to mitigate any negative view from any location off site and any public area (e.g., parking lots, walkways, etc.) on site.
- d. The total area of windows and doors on the street facing facade, including trim, shall not be less than twenty percent (20%) of the total area of the facade, excluding gables. The first floor facade shall include windows to provide visual interest and visual connection to the street.

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9. Parking: All parking areas shall be compliant with chapter 5 of this title. In addition, parking areas shall be designed to avoid their dominance of the streetscape. Parking shall be provided at the rear or side of the site to allow a majority of the dwelling units to "front on" the street.
 - a. Parking areas shall be separated from primary buildings by a landscaped buffer of at least fifteen feet (15') in width.
10. Walls and Fences:
 - a. Walls and fences exceeding fifty feet (50') in length shall provide variety and articulation at intervals not exceeding twenty-five feet (25') through at least one of the following methods:
 - (1) Expression of structure, such as post, column, or pilaster.
 - (2) Variation of material.
 - b. Chain link fencing is prohibited except in circumstances where fencing is provided for recreational courts (basketball, etc.).
11. Design Standard Waivers: An applicant may request a waiver from one or more of the standards listed above. All requests for waivers shall be heard and decided by the planning commission or such design review subcommittee as may be created for such purpose. A waiver shall not be considered a right or special privilege but may be granted to an applicant that can meet the following findings:
 - a. That the granting of the waiver will not be in conflict with the intent of the multi-family design standards, shall not negatively impact the existing neighborhood and shall enhance the overall design quality of the project;
 - b. That there is an exceptional circumstance relating to the design or configuration of the property, which is not generally applicable to other properties or otherwise anticipated by the standards in the district.
 - c. The granting of such relief will not be materially detrimental to the public health, safety or welfare, or injurious to the property, improvements or the quiet enjoyment of the surrounding properties and neighborhood.
 - d. The granting of such relief will not be in conflict with the goals and policies of the comprehensive plan.

9-4-3: Reserved:

Editor's note(s)—Ord. No. 1383, adopted December 16, 2020, repealed § 9-4-3 which pertained to the watershed protection zone. Similar provisions can now be found in Title 7, Chapter 16, Watershed Protection and Access.

9-4-4: Rural Residential RR-1 Zone:

- A. Permitted Use Regulations: Permitted uses are single-family dwellings, horticultural uses for personal use only and not for profit with the exception of tree farms, home

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occupations, a dwelling unit with an attached or detached accessory dwelling unit as provided for in section 9-1-8 of this title, short term rentals subject to the licensing requirements set forth in title 3, chapter 12 of this code and parks.

Also permitted are fairground facilities, related events and activities lawfully established prior to the effective date of this section. (A list dated January 13, 1998, of the qualifying facilities, related events and activities which were lawfully established prior to the effective date of this section was provided by the Fair Association and shall be filed with the Sandpoint City Clerk by Bonner County.)

- B. Conditional Uses: Churches, police and fire stations, public utility facilities, schools public or private, except those schools of vocational nature which operate similarly to a retail business where a product or products may be purchased on the premises, expansion of existing or addition of new fairground facilities, barns, exhibit buildings, food facilities, storage buildings, indoor or outdoor arenas, similarly classified facilities and accessory buildings, and events related to the fairgrounds. Provided that a conditional use permit shall not be required to expand an existing event or add a new one that falls below the following thresholds for both event length and maximum attendance:

Event Length	Maximum Attendance For Entire Event
1 day	3,500
2—7 days	12,500 total event or 3,500 per day, whichever is less
8+ days	14,000 total event or 3,500 per day, whichever is less

Temporary expansions, structures or parking areas which will be in place for less than thirty (30) days and are directly related to an existing or new event that falls below the thresholds noted above do not require a conditional use permit.

- C. Prohibited Uses: The raising of poultry and animal kennels for commercial purposes.
- D. Areas: No building or structure, nor the enlargement of any building or structure shall be hereafter erected or maintained unless the following described yards and lot areas are provided and maintained in connection with said building, structure or enlargement:
1. Yard Limits: Each lot upon which a dwelling, private garage or other outbuilding is constructed shall have a front yard of not less than twenty-five feet (25') in depth from the front lot line. Where lots comprising forty percent (40%) or more of the frontage between two (2) intersecting streets are developed with buildings having front yards, the average of such front yards shall establish the minimum front yard depth for the entire frontage; provided, however, that in no case shall said front yard be less than said twenty-five feet (25').
 2. Side Yard: On interior lots there shall be a side yard on each side of the outer walls of any building constructed thereon of not less than fifteen feet (15'). Buildings erected upon corner lots shall comply with the front yard requirement with regard to both streets; provided, however, that in the event it is impractical

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- or would work great or unusual hardship upon any owner of a corner lot to require him to conform to such front yard requirements regarding both streets, then the commission may in its discretion permit such property owner to locate such building so that the front thereof conforms to the front yard requirement on the street upon which said building fronts and the side of such building may be such distance from the street right-of-way line as the commission may deem desirable; however, no nearer to the street right-of-way line than fifteen feet (15').
3. Rear Yard: Each lot upon which a dwelling is constructed shall have a rear yard of not less than fifteen feet (15').
 4. Lot Areas: Every building erected shall be on a lot having an area of not less than one-half ($\frac{1}{2}$) acre.
 5. Lot Coverage: Each lot upon which a dwelling, private garage or other outbuilding is constructed shall have not more than thirty-five percent (35%) impervious surface, including building footprint.
 6. Building Height: No structure shall exceed a building height of thirty-five feet (35') or two and one-half ($2\frac{1}{2}$) stories above the average elevation of the finished grade at the front of the building. Antennas are excluded from the requirements.

9-4-5: Rural Residential RR-2 Zone:

- A. Permitted Use Regulations: Permitted uses are single-family dwellings, a dwelling unit with an attached accessory apartment occupying not more than thirty-three percent (33%) of the total floor area of the structure, tree farms, greenhouses and horticultural uses where no retail sales take place on the premises, bed and breakfast establishments providing not more than three (3) rooms are rented plus one family has a live in tenant, the raising of livestock for noncommercial purposes providing the livestock density does not exceed one animal for parcels of land totaling one acre or three (3) animals per two (2) acres and one additional animal per acre thereafter, home occupations, tourist homes and parks.
- B. Conditional Uses: Family daycare center, churches, police and fire stations, public utility facilities, schools public or private, except those schools of vocational nature which operate similarly to a retail business where a product or products may be purchased on the premises.
- C. Prohibited Uses: The raising of livestock for commercial purposes, kennels for commercial purposes.
- D. Areas: No building or structure, nor the enlargement of any building or structure shall be hereafter erected or maintained unless the following described yards and lot areas are provided and maintained in connection with said building, structure or enlargement:
 1. Yard Limits: Each lot upon which a dwelling, private garage or other outbuilding is constructed shall have a front yard of not less than twenty-five feet (25') in depth from the front lot line. Where lots comprising forty percent (40%) or more

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of the frontage between two (2) intersecting streets are developed with buildings having front yards, the average of such front yards shall establish the minimum front yard depth for the entire frontage; provided, however, that in no case shall said front yard be less than said twenty-five feet (25').

2. Side Yard: On interior lots there shall be a side yard on each side of the outer walls of any building constructed thereon of not less than twenty-five feet (25'). Buildings erected upon corner lots shall comply with the front yard requirement with regard to both streets; provided, however, that in the event it is impractical or would work great or unusual hardship upon any owner of a corner lot to require him to conform to such front yard requirements regarding both streets, then the commission may in its discretion permit such property owner to locate such building so that the front thereof conforms to the front yard requirement on the street upon which said building fronts and the side of such building may be such distance from the street right of way line as the commission may deem desirable; however, no nearer to the street right of way line than twenty-five feet (25').
3. Rear Yard: Each lot upon which a dwelling is constructed shall have a rear yard of not less than twenty-five feet (25').
4. Lot Areas: Minimum lot size required shall be not less than two (2) acres.
5. Lot Coverage: Each lot upon which a dwelling, private garage or other outbuilding is constructed shall have not more than twenty-five percent (25%) impervious surface, including building footprint.
6. Building Height: No structure shall exceed a building height of thirty-five feet (35') or two and one-half (2 ½) stories above the average elevation of the finished grade at the front of the building. Antennas are excluded from the requirements.

9-4-6: Standards for Development of Residential Substandard Original Lots of Record:

9-4-6-1: Purpose and Intent:

The purpose of these provisions is to guide residential development on substandard lots, ensuring that the developments are compatible with the character and the scale of established housing.

- A. Applicability and General Provisions: The following standards and procedures apply to residential development of substandard lots as defined in section 9-1-3 of this title, and apply to:
 1. Substandard lots in the residential single-family (RS) zone having a lot area of less than five thousand (5,000) square feet and/or a lot width of less than fifty feet (50'), and
 2. Substandard lots in the residential multi-family zone having a lot area of less than three thousand five hundred (3,500) square feet and/or a lot width of less than twenty-five feet (25'), except for townhouse lots which may have a lot size as small as two thousand five hundred (2,500) square feet and frontage as narrow as eighteen and three quarters feet (18.75').

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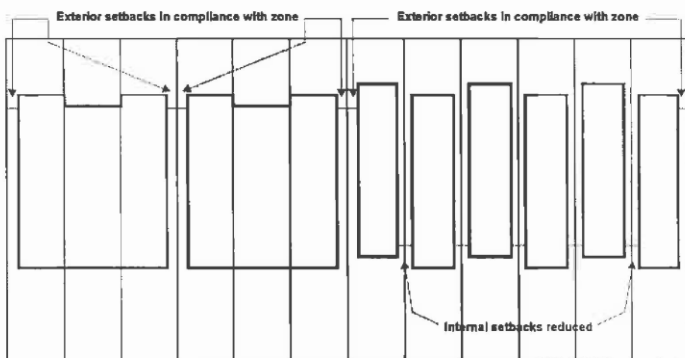
9-4-6-2: Use Regulations:

Permitted land uses and building types shall be as set forth in this chapter.

9-4-6-3: Development Standards:

A. Setbacks in the RS zone:

1. Front Setbacks: The front setback for livable space and porches shall be allowed as provided in the RS zone.
2. Street side setbacks: Street side yard setbacks shall be ten feet (10') for livable space and porches and twenty-five feet (25') for parking.
3. Interior Side Setbacks (between structures in a common development): Interior side setbacks shall be in accordance with the RS zone, unless one of the following is applied:
 - a. Common Lot Line Attached Units in the RS zone: Up to three (3) units may be attached at the common lot lines.
 - b. Detached Units on Contiguous Lots: When two (2) or more detached single-family units are proposed as a development project on contiguous lots, the interior side yard setbacks may be reduced to three feet (3').
4. Non-street Side Exterior Setbacks: When two (2) or more attached or detached single-family units are proposed as a development project on contiguous lots, the exterior side yard setbacks shall adhere to those required by the RS zone.
5. The second story of a two-story attached building shall be set back a minimum of eight feet (8') from the side property line; provided, bay windows, pop outs or other architectural appurtenances may be allowed at the setback line required by the RS zone.



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6. Rear Setbacks: Rear setbacks shall be as required by the RS zoning district.
7. Garage: A single-story, detached garage, a maximum of five hundred (500) square feet, accessed off an alley, may have a side setback of three feet (3').

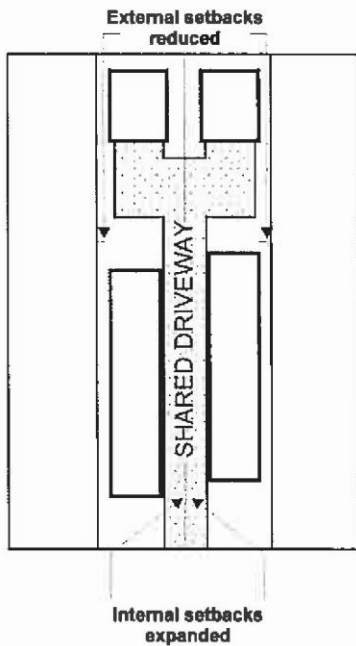
9-4-6-4: Building Height:

- A. In the RM zone, structures on substandard lots shall not exceed two (2) stories or thirty feet (30'), whichever is lower.
- B. In the RS zone, new structures on substandard lots shall not exceed twenty-five feet (25') or two stories, whichever is lower.

9-4-6-5: Parking:

- A. Each dwelling shall be provided with off-street parking in accordance with chapter 5 of this title.
- B. Vehicular access and parking shall be provided according to the following standards:
 1. Parking accessed via alleys is required where possible.
 2. Street-facing garages are prohibited on lots with frontage of less than thirty-seven and a half feet (37.5').
 3. Garages shall be developed in accordance with the requirements of the underlying zone.

ORDINANCE NO. _____

**ORDINANCE SECTION 3 – 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 4 – 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 _____, 2026.

Jeremy Grimm, Mayor

Attest: _____

SUMMARY OF ORDINANCE NO. ____
Residential Zoning

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING AND REPLACING SANDPOINT CITY CODE TITLE 9, CHAPTER 1, SECTION 3, AND TITLE 9, CHAPTER 4, SECTIONS 1 THROUGH 6; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

Ordinance Section 1 repeals and replaces Sandpoint City Code 9-1-3, definitions for general zoning provisions.

Ordinance Section 2 repeals and replaces Sandpoint City Code Title 9, Chapter 4, Sections 1 through 6, pertaining to standards for residential lot coverage and multifamily minimum lot size and density.

Ordinance Section 3 provides for repeal and severability.

Ordinance Section 4 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 _____, 2026. 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.

This Summary will be published once in the Legals section of the Bonner County Daily Bee following approval and ordinance adoption.

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 February 4, 2026, providing for repeal and replacement of City Code Title 9, Chapter 1, Section 3, and Title 9, Chapter 4, Sections 1 through 6, pertaining to residential zoning, 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

11. Proposed Amendments to Sandpoint City Code Title 3, Chapter 12, Short Term Rental or Dwelling Units

Mayor Grimm announced that the purpose of the public hearing was to take public testimony for Council consideration on proposed amendments to Sandpoint City Code Title 3, Chapter 12, regulating short-term rental (STR) operations within city limits.

Mr. Welker and Mr. Dean provided a presentation on the proposed amendments and fielded questions from the Mayor and Councilors.

Following the staff presentation, Mayor Grimm provided a reminder regarding rules and procedure and then opened the public hearing.

Ms. Pardini and Ms. Moon testified, along with Mr. Baker. Following testimony, Mayor Grimm closed the public hearing.

Following closure of the public hearing, Council deliberated, with City Staff and legal counsel fielding Council members' questions during deliberation.

Councilor Schreiber made a motion to table the agenda item indefinitely, seconded by Councilor Duquette. Motion failed, with the Mayor breaking a tie vote of Council, as follows:

Motion made by Councilor Schreiber, Seconded by Councilor Duquette.

Voting Yea: Councilor Schreiber, Councilor Duquette, Councilor Torrez

Voting Nay: Councilor Ruehle, Councilor Aispuro, Councilor Tate, Mayor Grimm

Motion by Councilor Ruehle to approve the proposed amendments to City Code Title 3, Chapter 12 regulating short-term rental (STR) operations within city limits. The motion was seconded by Councilor Tate and passed by a majority vote of Councilors, as follows:

Motion made by Councilor Ruehle, Seconded by Councilor Tate.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Tate, Councilor Torrez

Voting Nay: Councilor Schreiber, Councilor Duquette

Old/Unfinished Business - none

New Business - none

Executive Session

12. Motion to convene in executive session pursuant to Idaho Code § 74-206(1)(a) to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need.

Motion made by Councilor Ruehle, Seconded by Councilor Schreiber.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Schreiber, Councilor Duquette, Councilor Tate, Councilor Torrez

13. With an affirmative vote, an executive session was held pursuant to Idaho Code § 74-206(1)(a), as noted above.

Reconvene and Adjourn

Following the conclusion of the executive session, the meeting was reconvened and immediately adjourned at 9:45 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 _____, 2026.

Jeremy Grimm, Mayor

Attest: Melissa Ward, City Clerk

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING AND REPLACING SANDPOINT CITY CODE TITLE 3, CHAPTER 12; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Sandpoint has historically regulated short-term rentals in order to protect the integrity and livability of residential neighborhoods, safeguard public health and safety, preserve housing opportunities for local residents, and balance private property rights with community impacts.

WHEREAS, Title 3, Chapter 12 of the Sandpoint City Code governing short-term rentals was originally adopted in 2018 and amended in 2020, prior to recent judicial decisions interpreting the scope of local authority to regulate short-term rental activity in the State of Idaho.

WHEREAS, subsequent to adoption of the City's existing short-term rental regulations, The Idaho Supreme Court issued its decisions in *Idaho Association of Realtors, Inc. v. City of Lava Hot Springs*, 569 P.3d 496 (2025), which clarified limitations on local regulation of short-term rentals, including distinctions between land-use regulation and business licensing, and the treatment of owner-occupied versus non-owner-occupied rentals.

WHEREAS, this decision created legal uncertainty regarding certain provisions of the City's existing short-term rental ordinance, necessitating a comprehensive review and restructuring of the City's regulatory approach to ensure consistency with Idaho law and applicable judicial precedent.

WHEREAS, the Mayor directed staff to undertake a repeal and replacement of Title 3, Chapter 12 in order to align the City's short-term rental regulations with current legal standards, reduce litigation risk, improve clarity and enforceability, and preserve the City's ability to address demonstrable neighborhood impacts associated with short-term rental activity.

WHEREAS, City staff prepared proposed amendments repealing and replacing Title 3, Chapter 12, focusing on objective operational standards, health and safety requirements, local contact provisions, and enforcement mechanisms that are legally defensible and narrowly tailored to mitigate impacts rather than prohibit lawful use.

WHEREAS, the Sandpoint Planning and Zoning Commission conducted public workshops and discussions on the proposed short-term rental amendments, and held duly noticed public hearings on November 18, 2025, and December 16, 2025, at which time testimony was received from property owners, neighborhood residents, short-term rental operators, and other interested parties.

WHEREAS, during these public hearings and deliberations, the Planning and Zoning Commission considered testimony regarding neighborhood character, housing

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availability, enforcement challenges, tourism impacts, property rights, and consistency with Idaho law, and recommended modifications to the proposed ordinance to improve clarity, proportionality, and administrative feasibility.

WHEREAS, following conclusion of the public hearings, the Planning and Zoning Commission voted to recommend approval of the repeal and replacement of Title 3, Chapter 12, as revised, to the City Council.

WHEREAS, the City Council conducted a duly noticed public hearing on January 21, 2026, to consider the proposed repeal and replacement of Title 3, Chapter 12, at which time additional public testimony was received and the Council deliberated on the legal, policy, and community implications of the proposed ordinance.

WHEREAS, the City Council finds that the repeal and replacement of Title 3, Chapter 12 is necessary and appropriate to protect the public health, safety, and general welfare, to provide a clear and enforceable regulatory framework for short-term rentals, and to ensure the City's regulations are consistent with Idaho law and applicable court decisions.

WHEREAS, the City Council further acknowledges that legislation currently pending before the Idaho Legislature during the 2026 legislative session may further affect the scope of local authority to regulate short-term rentals, and that future amendments to this chapter may be required to maintain compliance with state law.

WHEREAS, the City Council finds that adoption of this ordinance represents a reasoned, good-faith effort to balance neighborhood livability, housing availability, tourism, and private property rights within the constraints imposed by state law.

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

ORDINANCE SECTION 1 – REPEAL AND REPLACE SANDPOINT CITY CODE TITLE 3, CHAPTER 12

Sandpoint City Code Title 3, Chapter 12, is hereby repealed in its entirety and replaced with the following:

3-12-1: Purpose:

The purpose of this chapter is to:

- (a) establish reasonable regulations for the operation of short-term rentals, consistent with the Idaho Short-term Rental and Vacation Rental Act currently set forth in Idaho Code § 63-1801, *et. seq.*, and § 67-6539, in order to safeguard the public health, safety, and general welfare;
- (b) protect the integrity of Sandpoint's neighborhoods by ensuring that short-term rentals (e.g. short-term occupancy) have no greater impacts (such as noise,

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parking congestion, traffic, and changes to neighborhood character) than typical long-term occupancy; and

- (c) support private property rights and preserve housing opportunities for the community.

These regulations are adopted pursuant to the city's authority under Idaho Code § 67-6539 to protect the public health, safety, and welfare.

3-12-2: Applicability:

- A. **Permit Required:** No person shall occupy, use, operate or manage, nor offer or negotiate to use, lease or rent a dwelling unit for short-term rental occupancy within the city without first obtaining a short-term rental permit as provided in this chapter. Commencing on the effective date hereof, any person who is permitted to engage in the rental of a dwelling for short-term occupancy shall have obtained one of the following short-term rental permits, depending on the type of operation:
1. **Standard STR permit:** for a short-term rental that accommodates fewer than twelve (12) overnight guests.
 2. **High-occupancy STR permit:** for a short-term rental advertising occupancy for eleven (11) or more overnight guests. High Occupancy STRs are subject to additional review and shall be required to obtain a High-occupancy (HSTR) permit from the Planning & Zoning Commission when located within residential zoning districts. High-occupancy STRs located within Commercial zoning districts are not subject to the HSTR permit requirements set forth in this chapter.
- B. **Compliance with Chapter:** Permits for short-term rentals are allowed, subject to all provisions of this chapter.
- C. **Occupancy Tax:** Compliance with the requirements of chapter 10, "Hotel-Motel Occupancy Tax", of this title is required.
- D. **Residential Zones:** Within residential zones, short-term rentals shall have a minimum two (2) nights' stay. All STRs in residential zones shall be limited to one (1) per parcel.

3-12-3: Definitions:

HIGH-OCCUPANCY STR: A short-term rental permitted for occupancy for eleven (11) or more overnight guests. High Occupancy STRs are subject to additional review and shall be required to obtain a High-Occupancy STR permit, in accordance with the provisions of this chapter, when located within residential zoning districts.

LOCAL REPRESENTATIVE: An area property manager, owner, or agent of the owner, who is readily available to respond to tenant and neighborhood or city questions or concerns, and who resides within twenty (20) miles of Sandpoint city limits.

NEIGHBORHOOD INTEGRITY: The condition in which residential areas function in a manner consistent with their intended character and density, such that short-term rental

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activities do not generate impacts such as noise, traffic, parking congestion, or public nuisance, beyond those normally associated with lawful long-term residential use.

OWNER: The person or entity that holds legal and/or equitable title to the private property. The owner may act through an agent or property manager, but the owner shall remain responsible for compliance with these provisions.

SHORT-TERM RENTAL (STR): The use of a dwelling unit, or a portion thereof which is rented for the purpose of overnight lodging for a period of thirty (30) days or less per occurrence. Short-term rentals are also commonly referred to as vacation homes, tourist homes, bed and breakfast establishments or vacation rentals. Short-term rental does not include traditional bed and breakfast establishments licensed separately under city code (as defined in § 9-1-3).

STANDARD STR: A short-term rental that accommodates no more than two (2) persons per bedroom plus two (2) additional persons, up to a maximum of 10 persons. For the purposes of this definition a studio is considered to be a one (1) bedroom dwelling unit.

3-12-4: Permit Administration

- A. **Issuance:** Application for a short-term rental permit shall be made upon suitable forms furnished by the city. Each permit is valid for one calendar year, beginning January 1 and expiring December 31. Mid-year applications will be pro-rated. The issuance of a short-term rental permit shall be subject to the following requirements:
 - 1. **Inspection:** At the time of application for a new short-term rental permit, the dwelling unit shall be subject to inspection by the building official or their designee. Prior to the issuance of the short-term rental permit, the owner of the dwelling unit shall make all necessary alterations to the dwelling required by the building official pursuant to the requirements of this chapter.
 - 2. For renewals, applicants shall be required to submit a statement affirming compliance with the standards set forth in this chapter by completing a city provided self-inspection checklist.
 - 3. Any inspections required under this chapter may be conducted by a private inspector certified by the International Code Council at the owner's expense.
- B. **Renewal:** To remain active, permits must be renewed prior to expiration. Renewal requires submission of a complete permit renewal application and payment of the reduced renewal fee established by resolution of the City Council. If a permit is not renewed before expiration, it shall be deemed lapsed, and a new permit application with the full fee shall be required to continue operation.
- C. **Transferability:** Permits are non-transferable and shall lapse upon any change of ownership, except where the property is transferred into an entity wholly owned by the permit holder for estate or liability purposes.

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- D. High-Occupancy STR (HSTR) Permit Procedures: HSTR permits may be granted only upon findings by the Planning & Zoning Commission that the proposal meets all of the following requirements
1. Application form: The owner or authorized agent shall submit an HSTR permit application on forms provided by the City.
 2. Required materials: A complete application shall include:
 - i. Site plan showing building footprint(s), driveways, parking layout, trash/recycling storage, and adjacent properties.
 - ii. Floor plan identifying all sleeping areas and proposed maximum overnight occupancy.
 - iii. A narrative describing:
 1. Maximum advertised occupancy;
 2. Parking management plan;
 3. Noise management and quiet-hours plan;
 4. Local representative contact information;
 5. Procedures for compliance with the City's STR standards.
 - iv. Proof of property ownership.
 - v. Application fee established by resolution of the City Council.
 - vi. Any additional information reasonably required by the City to evaluate the application.
 3. Completeness review: An application shall not be scheduled for public hearing until the Planning and Community Development Director determines that it is complete.
 4. Noticing requirements:
 - i. Mailed notice: At least 15 days prior to the hearing, written notice shall be mailed to all property owners within 300 feet of the subject parcel.
 - ii. Published notice: Notice of the public hearing shall be published in the official newspaper of the City not less than 14 days prior to the hearing date.
 - iii. On-site posting: A public notice sign shall be posted on the property in a conspicuous location visible from the public right-of-way at least 10 days prior to the hearing.
 5. Review procedures: The Community Planning and Development Department shall prepare a staff report evaluating the application's consistency with this Chapter and impacts on surrounding properties.
 6. Public hearing:

ORDINANCE NO. _____

- i. The Planning & Zoning Commission shall conduct a public hearing in accordance with the procedures of Idaho Code §67-6512 and Title 9, Chapter 9-5 of the Sandpoint City Code.
 - 1. The Commission shall have final decision-making authority to approve, approve with conditions, or deny an HSTR permit.
- ii. Findings of fact for approval of HSTR permit: Prior to approval of a HSTR permit, the Planning & Zoning Commission shall make all of the following findings, based on substantial evidence in the record.
 - 1. The—proposed maximum occupancy is supported by the physical capacity of the structure, parking availability, and access;
 - 2. The HSTR complies with building, fire, health, and life-safety requirements;
 - 3. The HSTR has demonstrated adequate management measures (local representative, guest behavior expectations, parking management, quiet hours, garbage) to protect residential quality of life;
 - 4. The HSTR will maintain the integrity of the surrounding residential neighborhood and will not generate noise, traffic, parking demand, occupancy-related impacts, or other off-site effects that exceed those typical of long-term residential use, with adequate measures in place to prevent or mitigate such impacts;
 - 5. The proposal meets the intent of this Chapter and applicable standards of Title 9.
- iii. Conditions of approval: The Planning & Zoning Commission may impose reasonable conditions necessary to:
 - 1. Mitigate adverse noise, lighting, and parking impacts;
 - 2. Ensure compliance with neighborhood compatibility standards;
 - 3. Protect public health, safety, and welfare.
 - 4. Reduce occupancy, impose parking limits or restrictions, impose noise mitigation, or other operational standards in order to reduce such impacts.
- iv. The Planning & Zoning Commission shall approve, deny, or continue consideration of the application until such time as any necessary information sought has been provided to the Planning & Zoning Commission. The Planning & Zoning Commission may issue a tentative decision at the close of the public hearing. The final decision shall be a written decision approved by the Planning and Zoning Commission, and shall take effect twenty (20) days following the written decision, unless an appeal has been timely submitted pursuant to subsection 7, below.

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7. Appeals

- i. Appeal authority: Decisions of the Planning & Zoning Commission on HSTR permits may be appealed to the City Council.
- ii. Filing and appeal: Appeals must be submitted in writing to the City Clerk within 20 days of the Planning & Zoning Commission written decision. The appeal shall state the specific grounds for appeal and be accompanied by the applicable fee.
- iii. Hearing on appeal: The City Council shall conduct a noticed public hearing consistent with Idaho Code §67-6512 on the appeal. The Council may uphold, modify, or overturn the Commission's decision.

8. Revocation: An HSTR permit may be revoked following a public hearing before the Planning & Zoning Commission if any of the following occur. Revocation decisions may be appealed to City Council consistent with subsection 7:

- i. Three violations under §3-12-6 occur within a twelve-month period, or
- ii. The owner fails to comply with any conditions of approval, or
- iii. Operational impacts are found to be substantially detrimental to nearby properties. And
- iv. The property owner has been notified by mail of the violations and the revocation public hearing.

3-12-5: Standards:

A. A short-term rental shall comply with the following standards:

- 1. Windows: Bedroom windows shall be operable to allow for emergency egress in accordance with the most recent building and fire codes as adopted and amended by the State of Idaho.
- 2. Smoke Alarms: Single or multiple-station smoke alarms shall be installed and maintained in accordance with manufacturers' specification:
 - (a) On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
 - (b) In each room used for sleeping purposes.
 - (c) In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
- 3. CO Detectors: A CO detector is required on each floor if: there is a garage, solid fuel appliance or gas appliance.
- 4. Fire Extinguishers: The short-term rental shall be equipped with one 2A:10BC type extinguisher per floor. Fire extinguisher(s) shall be mounted in visible

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locations with the tops of the fire extinguishers mounted between three feet (3') and five feet (5') above the floor, and shall be accessible to occupants at all times.

5. Occupancy:

- (a) No recreational vehicle, travel trailer, tent or other temporary shelter shall be used as a short-term rental;
- (b) Standard Short-Term Rentals shall contain no more than two (2) persons per bedroom, plus two additional persons. Total maximum occupancy of the Short-Term Rental shall not exceed ten (10) persons without the issuance of a High Occupancy STR Permit (HSTR).

6. Local Representative:

- (a) Each short-term rental shall list a local representative who permanently resides within twenty (20) vehicular miles of Sandpoint City limits.
- (b) If the Police Department is not able to contact the local representative in a timely manner more than twice during the term of the annual permit, this shall be considered a violation pursuant to section 3-12-5 of this chapter.
- (c) The designated local representative may be changed by the permit holder from time to time throughout the term of the permit. However, to change the local representative, the permit holder must file a revised permit application that includes the name, address and telephone number of the new local representative. Failure to notify the city of a change in the local representative constitutes a violation pursuant to section 3-12-6 of this chapter.
- (d) For short-term rentals within the residential zones, property owners and/or residents within two hundred feet (200') of the dwelling shall be provided with the name and telephone number of the owner or the local representative. The permit holder shall provide documentation to the city of this notification and list of the owners and/or residents contacted as part of the permit application process.

7. Permit Posting: The short-term rental permit shall be posted within the dwelling adjacent to the front door. At a minimum, the permit will contain the following information:

- (a) The name of the local representative and a telephone number where the representative may be reached;
- (b) The name and a telephone number where the property owner can be reached;
- (c) The telephone number and website address of the City of Sandpoint and the Sandpoint Police Department;
- (d) The maximum number of occupants permitted to stay in the dwelling;
- (e) The solid waste and recycling collection day; and
- (f) The Sandpoint snowplowing regulations.

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8. Parking: Short-term rentals shall provide and maintain adequate off-street parking as follows:
 - (1) One (1) off-street parking space is required for standard STRs advertising accommodation for five (5) or fewer guests.
 - (2) Two off-street parking spaces are required for standard STRs advertising accommodation for six (6) or more guests.
 - (3) Parking requirements for High-Occupancy STRs shall be established by the Planning & Zoning Commission as a condition of approval for the HSTR Permit and shall not be fewer than two (2) off-street spaces.
 - (4) Any existing off-street parking in excess of the required parking for the residential use, including tandem spaces in driveways, or covered spaces in carports or garages, may count toward the requirement if they do not obstruct sidewalks, pedestrian routes, or emergency access.
 - (5) On-street parking shall not count toward the minimum requirement.

3-12-6: Violation; Infraction; Penalty:

- A. The following conduct shall constitute a violation for which the penalties and sanctions specified in this section may be imposed:
 1. Violations:
 - a. The tenants of the dwelling have created noise, disturbances, or nuisances, in violation of this code, or violations of State law pertaining to the consumption of alcohol, or the use of illegal drugs.
 - b. The owner has failed to comply with the standards of section 3-12-4 and 3-12-5 of this chapter.
 2. Penalties:
 - a. For the first two (2) violations within a twelve (12) month period, the sanction shall be a warning notice.
 - b. For the third violation within a twelve (12) month period, the sanction shall be a revocation of the permit.
 3. Written Notice: The city shall provide the permit holder with a written notice of any violation of this section that has occurred. If applicable, a copy of the warning notice shall be sent to the local representative.
 4. Appeal of Suspension or Revocation: Pursuant to this section, the city shall provide the permit holder with a written notice of the permit suspension or revocation and the reasons therefor. The permit holder may appeal the suspension or revocation to the city council by filing a letter of appeal to the city clerk within twenty (20) days after the date of the mailing of the Planning Director's order to suspend or revoke the permit. The Planning Director's suspension or revocation shall be stayed until the appeal has been determined by the city council. The city council shall conduct a hearing on the appeal within sixty (60) days of the date of the filing of the letter of appeal. At the appeal, the permit holder may present such evidence as may be relevant. At the conclusion

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of the hearing, based on the evidence it has received, the council may uphold, modify, or overturn the decision of the Planning Director to suspend or revoke the permit based on the evidence received.

5. Application for Permit After Revocation: A person who has had a short-term rental permit revoked shall not be permitted to apply for a subsequent short-term rental permit for a period of two (2) years from the date of revocation.
6. Infraction: Unless otherwise provided, any person who shall commence or continue to operate a short-term rental for which a permit is required by any provision of this title without first obtaining such permit shall be deemed guilty of an infraction and, upon conviction thereof, shall be fined an amount established in the City's adopted fee schedule, as set by resolution of the City Council. An infraction is a civil public offense, not constituting a crime, for which no period of incarceration is imposed. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.
7. Advertisement of Short-Term Rental: An advertisement promoting the availability of short-term rental property in violation of this code is prima facie evidence of a violation and may be grounds for denial, suspension or revocation of a license.

Advertising that offers a property as a residential short-term rental shall constitute prima facie evidence of the operation of a residential short-term rental and the burden of proof shall be on the owner, operator, or lessee of record to establish that the subject property is being used as a legal residential short-term rental or is not in operation.

Any communication by a property owner, manager, operator, or lessee to any person where the owner, manager, operator, or lessee offers their home for rent as a residential short-term rental shall constitute prima facie evidence of the operation of a residential short-term rental and the burden of proof shall be on the owner, operator, or lessee of record to establish that the subject property is being used as a legal residential short-term rental or is not in operation.

Other evidence of the operation of a residential short-term rental without a valid permit number may include, but is not limited to: guest testimony, rental agreements, advertisements, and receipts or bank statements showing payments to the owner by a guest.

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:

ORDINANCE NO. _____

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 _____, 2026.

Jeremy Grimm, Mayor

Attest: _____

SUMMARY OF ORDINANCE NO. ____
Short Term Rental of Dwelling Units

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING AND REPLACING SANDPOINT CITY CODE TITLE 3, CHAPTER 12; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

Ordinance Section 1 repeals and replaces Sandpoint City Code Title 3, Chapter 12, Short Term Rental of Dwelling Units.

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 _____, 2026. 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.

This Summary will be published once in the Legals section of the Bonner County Daily Bee following approval and ordinance adoption.

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 February 4, 2026, providing for repeal and replacement of City Code Title 3, Chapter 12, pertaining to short term rental of dwelling units, 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 Item Introduction – Committee & Commission Priorities (2026)

ACTION ITEM: Endorse or recommend changes to priorities.

One of my stated priorities when I ran for office was to reinvigorate and reestablish the City’s citizen committees and commissions. I continue to strongly believe these bodies are critically important—not only as a way to share the substantial work ahead of us, but as a trusted sounding board and an essential interface between our residents, City staff, and elected officials.

I am proud that these committees and commissions are once again active and engaged. Their willingness to volunteer time, expertise, and energy on behalf of the community reflects the best of Sandpoint’s civic culture. That said, simply having these bodies functioning is not the end goal. To be effective, their work must be focused, purposeful, and clearly aligned with Council’s priorities and policy direction.

This agenda item is intended to provide City Council with an opportunity to review, endorse, and/or provide guidance on the proposed 2026 priorities identified by each committee and commission. These priorities were developed thoughtfully and reflect where volunteers believe their efforts can have the greatest impact. Bringing them forward allows Council to confirm alignment, suggest refinements, and ensure that committee work remains productive and relevant.

Clear direction from Council will help prevent well-intentioned volunteers from going down rabbit holes or spending time on initiatives that may not be supported or ready for advancement. By focusing committees on specific, Council-supported tasks, we can improve both the quality of their work and the outcomes for the community.

Council is encouraged to comment on the proposed priorities, identify any missing elements, or recommend adjustments. If changes or additional direction are desired, this agenda item is designed to draw that guidance out clearly so it can be communicated back to the committees and commissions and incorporated into their 2026 work plans.

Sincerely,

Jeremy Grimm

Mayor, City of Sandpoint



2026 Committee & Commission Top Priorities

ACHP:

- Resurfacing the City's basketball courts
- Assist staff in the drafting of a new historic preservation ordinance
- Cedar Street Public Art Project
- Pursuing a potential artistic treatment for the City Beach basketball court in coordination with the Parks & Recreation Commission's Basketball Court Rehabilitation project

Parks & Rec

- Basketball courts
- Kayak/SUP storage
- Euclid ROW access

Pedestrian & Bicycle

- MMTP Update: A top priority is that we make recommendations for general update of the MMTP with bike and ped supportive language, update of the Pedestrian Priority Network, Bicycle Priority Network, Capital Improvement Projects, and Consider Street Sections (currently in the 2009 UATP).
- Sidewalk and Street Frontage Ordinance Review and Recommendation to Planning Staff.
- City Parks and Streets maintenance, inventory, and prioritization: Safety, Striping, lane paint, street and pathway maintenance, traffic calming, wayfinding, regulatory signage, e-bikes, speed limits.
- Develop a Strategic Outreach Plan with communication policy.



Sustainability

- Engage one or more university programs to partner with the City on sustainability
- Gather baseline and benchmark data for a municipal operation sustainability framework by 12/2026
- Develop a framework for implementing "F" of our duties by 4/2026
- Advocate for education and training for staff on sustainability in 2026

Urban Forestry

- Tree Ordinance
- Tree Planting Plan
- Budget Analysis/Recommendations
- Outstanding Tree Pamphlet
- Arboricultural Manual

Following Council questions, fielded by Mr. Welker, Councilor Schreiber made a motion to approve issuance of the RFQ for the RV campground only, removing the parking lot from the scope. The motion died for lack of a second, and no vote was taken.

Motion to approve issuance of the RFQ for design and engineering services for both the City Beach RV campground and the City Beach parking lot improvements.

Motion made by Councilor Ruehle, Seconded by Councilor Dick.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Dick, Councilor Duquette, Councilor Howarth

Voting Nay: Councilor Schreiber

Old/Unfinished Business

10. Discussion: Citizen Advisory Boards

Mayor Grimm introduced this item, noting concerns about the manner in which the City's citizen advisory boards (commissions and committees) are operating without clear direction from the Council and Mayor, proceeding with work that may not necessarily be aligned with the priorities established by the City's elected leadership and potentially straining staff resources, relaying a desire to confirm and reestablish the Council and Mayor as the accountable authority for directing board work, with scope and assignments provided up front for a focus on the City's priorities.

Discussion ensued, with the Mayor fielding questions from Councilor Duquette, pointing out that City Code does not require the advisory boards to meet every month, although all of the current boards have a standing monthly meeting. He remarked on the challenges of limited staff resources.

Councilor Dick suggested that each board meeting agenda include a roundtable discussion, where board members would have an opportunity to propose topics to be addressed by the board, then these ideas would be taken into consideration depending on how they align with the City's plans and priorities.

Councilor Ruehle concurred and suggested a wish list from each board containing their suggestions of three to five top priorities, which could then come before Council for consideration and direction, with the possibility of suggestions for "low hanging fruit" projects that could be addressed at the staff level. She also suggested that specific direction could reduce the need for standing subcommittees, which sometimes may actually slow the review and decision-making process, noting that additional meetings add to the need for staff resources. City Clerk Melissa Ward provided information on the level of staff involvement in assisting with meetings of the current standing subcommittees.

Councilor Schreiber remarked that confining the boards to topics and concerns that only the elected officials direct may eliminate important feedback from the community, and he sees value in the use of subcommittees. He also pointed out that, as an example, for some boards, making suggestions for the budget, for instance, is included in their list of duties as provided by City Code but that Council and/or staff may not be seeking recommendations from the boards in a timely manner. He would like to see the commissions and committees expanded, where the City could fully utilize this volunteer force. He isn't necessarily in support of placing additional rules on these boards but was open to directing a list of three to five strategic projects per year.

Councilor Howarth relayed that it would be frustrating to be a board member, spending time working on a project that never comes to fruition, where the City needs to ensure that the work the boards are doing is beneficial, with projects they can see to completion; otherwise, the City may lose the experienced and talented citizens who serve on these boards. He appreciates the public involvement and summarized the suggestions for improvements as a desire for better synergy, where the elected leadership can do a better job of guiding their work.

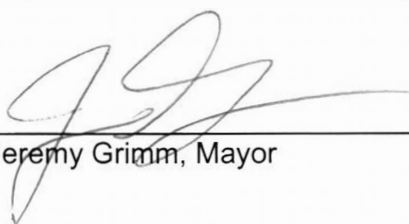
Councilor Aispuro concurred with much of what had already been said and remarked on the pace of government projects, noting that, in his experience, he may have different expectations of the boards and was uncertain of the Council liaison role. He would like to see a better flow and agreed with providing some direction, which, in turn, would result in gains for Council and the City and allow the elected officials to work together with the community members.

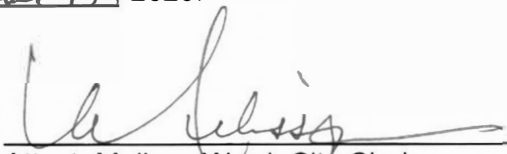
Mayor Grimm observed, from the feedback received, a desire for a balance of elevating opportunities for suggestions from the boards, and the elected body having an opportunity to consider and endorse those ideas to ensure the valuable time of these volunteers is spent in an efficient and meaningful way. He will move forward and direct actions accordingly.

Adjourn

With no further business before the Council, the meeting was adjourned at 8:10 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 September 17, 2025.



Jeremy Grimm, Mayor

Attest: Melissa Ward, City Clerk

Motion that the rules requiring three separate readings, once in the Ordinance's entirety, be suspended and that the Ordinance pass its second and third readings under suspension of the rules.

Motion made by Councilor Howarth, Seconded by Councilor Duquette.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Schreiber, Councilor Duquette, Councilor Howarth

The Mayor announced that the motion passed, and the Ordinance was considered read, passed and adopted under suspension of the rules and would become effective following publication of the Summary in the newspaper.

6. Follow-up Discussion: Citizen Advisory Boards (Commissions and Committees)

Mayor Grimm summarized the contents of the memo he had provided in the meeting packet, which was in follow-up to his discussion with Council at the prior meeting, relaying that each board agenda should include a roundtable discussion, at which time board members can bring ideas to the board, potentially for City staff and/or City Council consideration, requesting from each board a key list of their suggestions for focused priority projects, which the Mayor and Council could consider for direction in support of city initiatives, and the memo also addressed the topic of subcommittees.

Mayor Grimm, along with City Clerk Melissa Ward, fielded questions from Councilor Duquette on the appropriate process for board members to share their personal contact information and communicate outside of their meetings and that the setting of the board's meeting agenda is coordinated between the board chair and staff liaison.

Councilor Ruehle remarked that the boards may have gotten a bit complicated, so far as the topic of subcommittees. She suggests evaluating, for instance, the Ped-Bike Committee's objectives to ensure they are not taking on too much so they can focus and streamline their work, and the time they dedicate is useful and productive. Perhaps subcommittee work can move to a less formal process, where a couple or group of board members simply gets together to work on a project and then brings it back up to the level of the full committee without the need to schedule meeting space at City Hall or impact staff time. Following a conversation with City Planner Bill Dean, she suggests better clarity surrounding code, standards, and policies, where a board doesn't get caught up in attempting to create these standards. She will meet with Mr. Dean to review the portion of City Code that speaks to Ped-Bike duties and responsibilities and report back to Council with some possible proposed amendments for consideration.

Councilor Howarth was supportive of board work being more directed, so long as board members have a process for proposing projects for consideration, as the City does want to take advantage of the immense knowledge and passion of our board members. He's in favor of allowing subcommittees to meet with appropriate education on the legal rules and requirements.

Mayor Grimm confirmed for Councilor Aispuro that he had not met collectively with all of the board chairs but believed he had met individually with each.

Councilor Schreiber is of the opinion that subcommittee work actually streamlines the full board meetings and contributes to progress. He was interested in the specific process for City Council to take items to the boards for their work. An example would be the Urban Area Transportation Plan standards, which he would like to see Council assign to the Ped-Bike Committee, with the Mayor suggesting a path where such a request for direction is agendized for Council consideration.

Mayor Grimm confirmed that individual board members do have the opportunity to bring their ideas to the board during their roundtable session, where an idea could then be placed on the next board meeting agenda for a more robust discussion and potential action. Board members also have access to their board's Council liaison if they have any concerns or wish to make suggestions. He will ask the boards to provide a list of their top priorities by the end of this year.

Mayor and Council can do the same after the new year and seating of the new Council following the election, review all ideas, and determine some defined work for the boards in the coming year, with tasks and projects well-aligned to the work the City has funded and intends to accomplish.

New Business *(created with removal of item from Consent Calendar)*

4. **Resolution 25-036** Surplus Personal Property Declaration and Disposition

Mayor Grimm, Mr. Jones, and Police Chief Coon fielded questions from Councilor Duquette, followed by a motion to approve the resolution for surplus personal property declaration and disposition.

Motion made by Councilor Ruehle, Seconded by Councilor Howarth.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Schreiber, Councilor Howarth

Voting Nay: Councilor Duquette

Executive Session

7. 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)(d) to consider records that are exempt from disclosure as provided in Chapter 1 of Title 74, Idaho Code.

Motion made by Councilor Schreiber, Seconded by Councilor Aispuro.

Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Schreiber, Councilor Duquette, Councilor Howarth

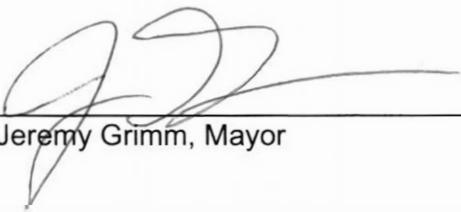
The Mayor asked everyone not participating in the session to exit the room and announced that the meeting recording would end.

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

Reconvene and Adjourn

Following conclusion of the executive session, the meeting was reconvened and immediately adjourned at 9:32 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 October 15, 2025.



Jeremy Grimm, Mayor



Attest: Melissa Ward, City Clerk

City of Sandpoint – Council Discussion Memo

To: Sandpoint City Council

From: Mayor Jeremy Grimm

Date: February 4, 2026

Re: Discussion Item – Local Option Tax (LOT) – May 2026 Ballot Consideration

Councilmembers,

I'm bringing this item forward for discussion only, with the goal of working through whether the City should place a Local Option Sales Tax (LOT) on the May 2026 ballot and, if so, what that measure should look like.

At its core, this conversation is about one thing: how Sandpoint pays for critical infrastructure in a way that is fair, sustainable, and affordable for residents.

Roads and Streets – The Immediate Need

Our streets are in rough shape, and the data is clear. More than 65% of Sandpoint's streets are currently rated in poor or very poor condition. Our annual spending on street maintenance and reconstruction is only a fraction of what is required just to maintain current conditions, let alone improve them. Each year we defer maintenance, costs compound and the problem grows.

Absent a new funding source, we will continue to fall behind, resulting in higher long-term costs, declining service levels, and increasing frustration from residents and businesses alike.

Why a Local Option Tax

A Local Option Sales Tax is one of the few remaining tools available to cities under Idaho law that does not rely on property taxes. Based on historic LOT collection data more than 40% of these revenues are typically paid by non-residents—visitors and Bonner County residents who regularly use Sandpoint streets, utilities, and services but do not pay city property taxes.

In other words, a LOT allows us to better align who pays with who benefits.

Additional Uses Worth Considering

While streets and roads are the primary driver for this discussion, there are several other considerations that I believe are appropriate for Council to weigh.

Wastewater Treatment Plant Rate Relief

Sandpoint is facing a \$130 million wastewater treatment plant replacement. Despite significant effort, current funding includes only about \$3 million in grant funding, meaning the project will be financed almost entirely through loans.

As currently modeled, this will drive sewer rates up by approximately 100%, pushing the average residential bill to over \$200 per month. That equates to close to 5% of average household income in Sandpoint—well beyond commonly accepted affordability thresholds.

During the wastewater bond election, which passed with 89% voter approval, many residents expressed frustration that visitors were not helping to pay for this essential infrastructure. Dedicating a portion of LOT revenue to debt reduction or rate stabilization could materially reduce future rate increases and make living in Sandpoint more affordable.

Public Transportation – SPOT Bus

The SPOT bus system is currently funded entirely through lodging tax revenues. Bed tax collections have declined following the mothballing of the Edgewater Hotel, and future hotel redevelopment remains uncertain. LOT revenue could provide a more stable and diversified funding source for public transportation that serves residents, workers, and visitors.

Affordable Housing

Some members of Council have expressed interest in establishing a dedicated local funding source to support affordable housing initiatives. Potential uses could include down-payment assistance or other locally tailored strategies to support workforce housing.

Framework for Discussion

For purposes of discussion, I am recommending a 1% Local Option Sales Tax with a 20-year duration. I am open to alternative rates or terms, but believe this provides a reasonable balance between impact and effectiveness.

Timing and Legal Constraints

Under current state law, Sandpoint may only present a Local Option Tax to voters while our population remains under 10,000, as measured by the next census. This creates a narrowing window of opportunity.

We attempted to pass a LOT in the fall of 2024. Support exceeded 50%, but the measure failed to achieve the required supermajority. One clear lesson from that effort is the importance of independent, third-party advocacy, as the City is prohibited from promoting ballot measures. Early indications suggest that downtown businesses and other local employers may be willing to support and advocate for a renewed effort.

Closing

No action is requested tonight. My intent is to begin a thoughtful discussion, work through potential ballot language, and determine whether there is Council interest in moving forward with a May 2026 ballot measure.

I look forward to your questions, perspectives, and ideas as we consider how best to fund the infrastructure that keeps Sandpoint functioning.

SANDPOINT CITY COUNCIL AGENDA REQUEST FORMToday's date: 1/26/26Date of meeting 2/4/26(City Council meetings are held the 1st and 3rd Wednesday of each month.)

By <u>[Signature]</u>	Recd <u>[Signature]</u>
JAN 26 2026	
City of Sandpoint Idaho	

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

Pam Dugnette City CouncilorAddress: Sandpoint City Hall

Phone number and email address: _____

Authorized by: [Signature] Joshua Toone

name of City official

City official's signature

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

*Subject: Update ADU StandardsSummary of what is being requested: Direct planning staff to draft new ADU standards, i.e. height limits, character, location on lots, etc.The following information **MUST** be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? ☐ Yes ☒ No
 If yes, in what way? _____

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Have they been contacted?
☐ Yes ☒ No

Planning Staff

3. Is there a need for a general public information or public involvement plan? ☐ Yes ☒ No
 If yes, please specify and suggest a method to accomplish the plan: _____

Maybe public hearing at P+Z meeting

4. Is an enforcement plan needed? ☐ Yes ☒ No Additional funds needed? ☐ Yes ☒ No

5. Have all the affected departments been informed about this agenda item? ☐ Yes ☒ No

This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

*City Staff, please check one box: Consent ☐ Old Business ☐ New Business ☒ Other/Unknown ☐