CITY COUNCIL MEETING AMENDED AGENDA

December 03, 2025 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 November 19, 2025, Meeting - ***action item***
2. Payables Report/Approval of Bills for Payment - ***action item***
3. Confirmation of Citizen Advisory Board Appointment: John Monks, Sustainability Committee - ***action item***

Old/Unfinished Business

4. Final Plat: University Park (Place) Subdivision, Phase 3 (City File PS20-0003) - ***action item***

   Postponed from November 19, 2025, meeting.
5. Proposed Resolution: Request to Award Professional Services Agreement for Downtown Revitalization Phase 3 - ***action item***

   Postponed from November 19, 2025, meeting.
6. Project Update and Council Direction: Cedar Street Reconstruction, Lincoln Ave. to Division Ave. - ***action item***

   Postponed from November 19, 2025, meeting.
7. Discussion: City Administrator Position

   Postponed from November 19, 2025, meeting.

New Business

8. Acceptance of Bonner County Canvass of November 4, 2025, Election Results - ***action item***

Executive Session

9. Vote to Convene in Executive Session pursuant to Idaho Code § 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated - ***action item***
10. Executive Session will be held pursuant to Idaho Code §§ 74-206(1)(f), as noted above.

Reconvene and Adjourn

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

CITY COUNCIL MEETING MINUTES

November 19, 2025 at 5:30 PM

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

Call to Order

Mayor Jeremy Grimm called the regular meeting of the Sandpoint City Council to order at 5:30 p.m. on Wednesday, November 19, 2025, in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Roll Call

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.

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

Pledge of Allegiance

Mayor Grimm led all present in the Pledge of Allegiance.

Announcements and Reports

Mayor Grimm announced that the Boyer culvert repair project was wrapping up, with the road reopened following engineer inspection.

Following a statement from Mayor Grimm regarding agenda item #8, an ordinance proposing to repeal and replace Sandpoint City Code 5-2-10, Discrimination Prohibited, Councilors provided reports from the meetings of the citizen advisory boards on which they serve.

Public Comments

Mayor Grimm provided instructions for members of the public who wished to speak during the Public Comments portion of the meeting.

Consent Calendar

Mayor Grimm recited for the record the amount bills for payment approval, and Councilor Schreiber removed item #5, Final Plat of University Park (Place) Subdivision, Phase 3 (City File PS20-0003), which was moved to the end of New Business. The Consent Calendar was then unanimously approved as amended, following remarks from Councilors Schreiber and Duquette regarding item #7, Agreement with Big Sky ID Corporation for Bridge Street Sidewalk and Retaining Wall Construction Contract (City Agreement A25-3170-2).

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

1. The minutes from Council's November 5, 2025, regular meeting were approved as presented.
2. The minutes from Council's November 12, 2025, special meeting were approved as presented.
3. The bills presented were approved for payment in the amount of $296,944.81 for regular payables.
4. The Mayor's reappointment of Geoff Gregory to the Urban Forestry Commission for a term of three years, December 1, 2025, through November 30, 2028, was confirmed.
5. *(removed from Consent - see New Business)*
6. **Resolution 25-046** Establishing ICDBG Redevelopment Area for the Downtown Revitalization Project, Phase 3b - approved
7. **Resolution 25-047** Agreement with Big Sky ID Corporation for Bridge Street Sidewalk and Retaining Wall Construction Contract (City Agreement A25-3170-2) - approved

Following approval of the Consent Calendar, as amended, Councilor Reuhle made a motion to move item #8 to the end of the agenda, seconded by Councilor Schreiber and approved by a majority of Council, with Councilor Howarth dissenting.

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

Councilor Ruehle then made a motion to amend the agenda pursuant to Idaho Code § 74-204(4)(c), seeking the addition of an item for discussion regarding a city administrator position, citing that Council requested an amendment to the agenda on Monday, November 17, with the Mayor declining to grant the request. Councilor Ruehle's motion was seconded by Councilor Aispuro. Councilor Dick stated he would like the discussion to occur following Item #8 at the end of the agenda, with all Councilors in agreement, creating a new agenda item #12.

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

Old/Unfinished Business

9. **Ordinance 1434** Open Container Law

   Following Council's passage of the first reading, by title only, of the proposed ordinance amending Sandpoint City Code 3-2-9, Open Container Law, during the November 5, 2025, meeting, staff revised the ordinance as requested by Council, with the packet reflecting an ordinance with those revisions for consideration. With no questions or further discussion, Councilor Schreiber moved 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 and that the Summary be approved, seconded by Councilor Aispuro, and approved unanimously as follows:

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

New Business

10. Proposed Resolution: Request to Award Professional Services Agreement for Downtown Revitalization Phase 3

    Councilor Schreiber moved to table this agenda item until the next regularly scheduled Council meeting, seconded by Councilor Duquette and approved by a majority of Council, with Councilor Howarth dissenting.

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

11. Project Update and Council Direction: Cedar Street Reconstruction, Lincoln Ave. to Division Ave.

    Councilor Schreiber moved to table this agenda item to the next regularly scheduled Council meeting, seconded by Councilor Duquette and approved by a majority of Council, with Councilor Howarth dissenting.

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

5. Final Plat: University Park (Place) Subdivision, Phase 3 (City File PS20-0003)

    Councilor Schreiber moved to table this agenda item until the next regularly scheduled Council meeting, seconded by Councilor Aispuro and approved by a majority of Council, with Councilor Howarth dissenting. Per Council request, this item will be included under regular business, not on the Consent Calendar.

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

Old/Unfinished Business - continued

8. **Ordinance 1433** Repeal and Replace Sandpoint City Code 5-2-10, Discrimination Prohibited

    Mayor Grimm announced the public comment guidelines for this agenda item, where comments would be allowed for three hours, ending at 9:00 p.m.

    During the public comment period, Mayor Grimm called for a brief recess at 7:01 p.m., with the meeting reconvening at 7:06 p.m. and public comments resuming.

    During the public comment period, Mayor Grimm called for a brief recess at 8:36 p.m., with the meeting reconvening at 8:41 p.m. and public comments resuming through 9:01 p.m.

    Council discussion ensued, with City legal counsel Zachary Jones fielding questions from the Councilors.

Councilor Schreiber made a motion to postpone this agenda item until February 4, 2026, with instructions for staff to prepare a presentation for referring this proposal to Sandpoint voters, seconded by Councilor Duquette. The 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 Ruehle, Councilor Schreiber, Councilor Duquette
Voting Nay: Councilor Aispuro, Councilor Dick, Councilor Howarth, and Mayor Grimm

Councilor Duquette made a motion to postpone the amendment until the second meeting in January 2026 for community input, seconded by Councilor Ruehle. The motion failed, with the Mayor breaking a tie vote of Council, as follows:

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

The Mayor then asked the Clerk to read aloud the title of the ordinance as follows:

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORTATION OF THE STATE OF IDAHO, REPEALING AND REPLACING CITY CODE 5-2-10, DISCRIMINATION PROHIBITED; PROVIDING FOR REPEAL AND SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Councilor Aispuro made a motion that the Ordinance pass its first reading by title only, and that the Summary is approved, seconded By Councilor Howarth. Motion passed, with the Mayor breaking a tie vote of Council, as follows:

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

Mayor Grimm announced that the Ordinance had passed its first reading by title only, and the Summary was approved.

Councilor Howarth made a 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, seconded by Councilor Aispuro. Motion passed, with the Mayor breaking a tie vote of Council, as follows:

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

Mayor Grimm announced that the motion passed, and the Ordinance was considered read, passed and adopted under suspension of the rules.

New Business - continued

Mayor Grimm called for a brief recess at 10:05 p.m., with the meeting reconvening at 10:10 p.m.

12. City Administrator Discussion

Councilor Ruehle made a motion to table the discussion on the City Administrator position until the next regularly scheduled meeting on December 3, 2025. Seconded by Councilor Duquette. Motion passed unanimously, as follows:

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

Adjourn

With no further business before the Council, the meeting was adjourned at 10:13 p.m.

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

_____ _____

Jeremy Grimm, Mayor Attest: Melissa Ward, City Clerk

CITY OF SANDPOINT INVOICE REGISTER
PAYABLE DATES OF: 11/20/2025 THROUGH 12/03/2025

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: 95 EXPRESS LLC				
1140	MONTHLY CAR WASH MEMBERSHIP FOR POLICE AND FIRE NOV'25			$562.50
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	540.00	
	FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	22.50	
		Total For: 95 EXPRESS LLC		**$562.50**
Vendor: ACCURATE TESTING LABS LLC				
150479	WWTP: DISSOLVED ORGANIC CARBON			$90.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	90.00	
150478	WWTP: CYANIDE TM11			$940.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	940.00	
150141	WTP :TESTING OF POTABLE H20 CONTAMINATION (4)			$1,960.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	1,960.00	
150497	WWTP: REQUIRED MERCURY TESTING LAB 2025110132 (FY26)			$260.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	260.00	
150428	WTP & WWTP REQUIRED TESTING - FY26			$260.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	260.00	
150477	WWTP: REQUIRED MERCURY TESTING 2025110108 & 109 (FY26)			$520.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	520.00	
		Total For: ACCURATE TESTING LABS LLC		**$4,030.00**
Vendor: ALPINE MOTORS COMPANY INC				
163663	ST: GMC SIERRA 3500 REAR TANK REPAIRS			$1,069.10
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	1,069.10	
163908	SPD5 - TAHOE - NEW THERMOSTATE			$317.04
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	317.04	
163850	SPD20 - OIL CHANGE/BRK PADS & ROTORS			$812.34
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	812.34	
164068	SPD18 - OIL CHANGE/TIRE ROTATION			$49.69
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	49.69	
		Total For: ALPINE MOTORS COMPANY INC		**$2,248.17**
Vendor: AMERICAN FIRST AID SERVICE				
CW-1822	FIRST AID KIT RE-STOCK			$246.19

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	POLICE DEPARTMENT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	246.19	
CW-1820	SHOP: FIRST AID SUPPLIES			$234.62
	STREET MAINTENANCE DIVISION	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	78.21	
	WASTEWATER COLLECTIONS	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	78.21	
	WATER DISTRIBUTION	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	78.20	
		Total For: AMERICAN FIRST AID SERVICE		**$480.81**
Vendor: ARMY SURPLUS				
3939	DANNER BOOTS - PATROL - NEW HIRE			$375.95
	POLICE DEPARTMENT	UNIFORM & CLOTHING	375.95	
		Total For: ARMY SURPLUS		**$375.95**
Vendor: AT&T MOBILITY II, LLC				
DYB102025	CITY IOT CHIP SRVCS - 10.05.25-11.04.25			$278.31
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	137.30	
	WATER DISTRIBUTION	TELEPHONE - WIRELESS	52.79	
	CENTRAL SERVICES DEPARTMENT	TELEPHONE - WIRELESS	43.29	
	PARK MAINTENANCE & CAPITAL	TELEPHONE - WIRELESS	44.93	
DXZ102025	PD IOT CHIP SRVCS - 10.05.25-11.04.25			$654.91
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	403.64	
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	41.29	
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	36.80	
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	36.80	
	FIRE DEPARTMENT - SANDPOINT	TELEPHONE - WIRELESS	52.79	
	MAYOR'S OFFICE	TELEPHONE - WIRELESS	36.80	
	BUILDING DIVISION	TELEPHONE - WIRELESS	9.99	
	PARK MAINTENANCE & CAPITAL	TELEPHONE - WIRELESS	36.80	
		Total For: AT&T MOBILITY II, LLC		**$933.22**
Vendor: AUTO HAUS INC				
12885	ST: BATTERY CLAMP			$4.98
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	4.98	
12876	ST: FUSE			$3.99
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	3.99	
12859	ST: WIPER FOR LOADER 938			$50.99
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	50.99	
12884	SHOP: FASTNENERS, FUSES, WRENCH			$93.66
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	31.22	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	31.22	
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	31.22	
		Total For: AUTO HAUS INC		**$153.62**
Vendor: AVISTA CORP.				
A26-3400-2	POLE RELOCATION - 610 S THIRD AVE			$2,388.00
	STREET CAPITAL & PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	2,388.00	
		Total For: AVISTA CORP.		**$2,388.00**
Vendor: BADGER METER INC				
80215964	FY26 MNTHLY LEASE BEACON OCT 2025			$580.69
	WATER DISTRIBUTION	SOFTWARE/SAAS - WATER METER READING	580.69	
		Total For: BADGER METER INC		**$580.69**
Vendor: BIG BELLY SOLAR LLC				
60099	BATTERIES FOR SOLAR TRASH CANS			$3,823.26
	SANITATION/GARBAGE COLLECTION	OPERATIONAL SUPPLIES/EQUIPMENT	2,164.80	
	SANITATION/GARBAGE COLLECTION	OPERATIONAL SUPPLIES/EQUIPMENT	1,320.00	
	SANITATION/GARBAGE COLLECTION	OPERATIONAL SUPPLIES/EQUIPMENT	338.46	
		Total For: BIG BELLY SOLAR LLC		**$3,823.26**
Vendor: BONNER COUNTY DAILY BEE				
42622	PW ADMIN: NOTICE PUBLICATION FOR ICDBG GRANT HEARING			$100.72
	STREET CAPITAL & PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	100.72	
		Total For: BONNER COUNTY DAILY BEE		**$100.72**
Vendor: BONNER COUNTY PROSECUTING ATTY				
BCPA083	PROSECUTING ATTORNEY SVCS - OCT 2025			$7,366.66
	LEGAL	OTHER PROF SERVICE - LEGAL - CRIMINAL	7,366.66	
		Total For: BONNER COUNTY PROSECUTING ATTY		**$7,366.66**
Vendor: BROWN'S NORTHSIDE				
S171595	ST: LUBE AND FUEL			$112.86
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	112.86	
		Total For: BROWN'S NORTHSIDE		**$112.86**
Vendor: CANON FINANCIAL SERVICES INC				
42161955	FY26 NOV 2025 UPSTAIRS/DOWNSTAIRS COPIERS - 5840I AND 5550I			$472.43
	CENTRAL SERVICES DEPARTMENT	COPIER LEASE	355.00	
	CENTRAL SERVICES DEPARTMENT	PHOTOCOPIES	117.43	
		Total For: CANON FINANCIAL SERVICES INC		**$4**
Vendor: CC VENDOR - WELLS FARGO				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
111-2445031-60	AMAZON GEN SUPP-SHARPIES, FILE FLDERS, POST ITS, PPER ITEM/COFFEE BRK			$132.28
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	9.98	
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	26.99	
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	9.18	
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	11.19	
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	21.19	
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	5.35	
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	17.43	
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	12.98	
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	17.99	
111-9774156-67	2 CASES OF COPY PAPER			$78.96
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	78.96	
111-1991162-87	AMZN: TONER CARTRIDGES FOR HR			$254.22
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	254.22	
111-5460331-57	AMZN: HR FOLDERS, FILES AND CALENDAR / PLANNER FOR CH			$146.64
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	15.38	
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	79.98	
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	7.99	
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	13.82	
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	15.99	
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	13.48	
111-1614653-02	AMAZON: GENERAL SUPPLIES- PENS, PAPERCLIPS AND BINDERS FOR PD			$38.54
	FINANCE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	15.57	
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	7.99	
	POLICE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	14.98	
111-4856245-62	GENERAL SUPPLIES - PINK CARDSTOCK			$16.81
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	16.81	
072254	YOKES: 2025 BENEFIT FAIR SNACKS			$132.33
	CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	132.33	
O-0021124818	AMER RED CROSS/BLOODBORNE PATHOGENS TRAIN X10 PER HR			$350.00
	WATER DISTRIBUTION	TRAINING AND TRAVEL	175.00	
	WASTEWATER TREATMENT	TRAINING AND TRAVEL	70.00	
	PUBLIC WORKS ADMINISTRATION	TRAINING AND TRAVEL	105.00	
061896	YOKES: NOV 25 COFFEE BREAK- CREAM CHEESE, BUTTER, OJ, YOGURT, DONUT			$60.31
	CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	60.31	
111-0713966-01	AMAZON: 48" X 1 1/2" GRIP A STRIP DISPLAY RAILS (3)			$

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PLANNING DIVISION	OFFICE SUPPLIES/EQUIPMENT	61.71	
660952449090	SAFEWAY: NOV 25 COFFEE BREAK- COFFEE CREAMER, YOGURT, BAGELS, GRAP			$47.06
	CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	47.06	
111-7236857-98	AMZN: HR CONFIDENTIAL MEDICAL RECORD FOLDERS 25 PACK			$63.82
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	63.82	
111-8155684-23	AMZN: REPCMNT MILWAUKEE BATTERY - ALL PARKS			$74.19
	PARK MAINTENANCE & CAPITAL	TOOLS	74.19	
02407559	HARBOR FREIGHT: BEACH TOOLS PLIERS & 9.5 IN C&C			$36.98
	PARK MAINTENANCE & CAPITAL	TOOLS	36.98	
C4315/A78336/B	ID DMV: RENWAL-PARKS & REC- 2001 FORD RANGER 1FTYRI4U81PA78336			$23.58
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	23.58	
111-5904637-07	AMAZON CHAINSAW CLUTCH COVER W/ BRAKE - ALL PARKS			$26.98
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	26.98	
113-2069185-14	AMAZON - OFFICE SUPPLIES - POLICE			$60.87
	POLICE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	60.87	
111-4218783-28	AMZN: SUPPLIES- CPD PENCILS, HIGHLIGHTERS, PENS. HEADPHONES FOR HK. P			$78.27
	PLANNING DIVISION	OFFICE SUPPLIES/EQUIPMENT	6.49	
	CITY CLERK'S OFFICE	OFFICE SUPPLIES/EQUIPMENT	12.99	
	PLANNING DIVISION	OFFICE SUPPLIES/EQUIPMENT	4.67	
	PLANNING DIVISION	OFFICE SUPPLIES/EQUIPMENT	7.13	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	24.99	
	PLANNING DIVISION	OFFICE SUPPLIES/EQUIPMENT	7.50	
	PLANNING DIVISION	OFFICE SUPPLIES/EQUIPMENT	14.50	
5817	SHIFT CALENDARS INC: SHIFT CALENDARS (3)			$68.00
	FIRE DEPARTMENT - SANDPOINT	OFFICE SUPPLIES/EQUIPMENT	68.00	
1793308	ONESTEP: NOV - 2025 - GPS DEVICE SERVICES			$223.20
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY MISC	223.20	
112-2627152-36	AMAZON: CUSTOM UNIFORM NAME TAG TAPE (6)			$49.50
	POLICE DEPARTMENT	UNIFORM & CLOTHING	49.50	
10680	STAPLES: OFFICE SUPPLIES - POLICE			$146.48
	POLICE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	146.48	
30494317	4-IMPRINT: JUNIOR POLICE BADGE STICKERS			$318.02
	POLICE DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	318.02	
112-0105464-06	AMAZON- SP39 OEDEWALDT UNIFORM DUTY BELT & DUTY HOLSTER			$139.33
	POLICE DEPARTMENT	UNIFORM & CLOTHING	139.33	
		Total For: CC VENDOR - WELLS FARGO		**$2,6**

Vendor: CED - SANDPOINT LIGHTING

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
5945-1104749	WWC: SOUTH BOYER LIFT			$585.00
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	585.00	
5945-1104754	HEAT TP FOR MEM HTNG SYSTM			$2,487.83
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	2,487.83	
		Total For: CED - SANDPOINT LIGHTING		**$3,072.83**
Vendor: COLEMAN OIL				
INV-332069	WD: HYD OIL AND ANTIFREEZE			$149.19
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	60.36	
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	60.35	
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	28.48	
CP-0326031	OCTOBER FUEL CHARGES PARKS & PW			$7,410.08
	STREET MAINTENANCE DIVISION	FUEL - GASOLINE/DIESEL	2,586.02	
	WATER DISTRIBUTION	FUEL - GASOLINE/DIESEL	1,450.14	
	WASTEWATER COLLECTIONS	FUEL - GASOLINE/DIESEL	354.85	
	WATER TREATMENT	FUEL - GASOLINE/DIESEL	472.83	
	WASTEWATER TREATMENT	FUEL - GASOLINE/DIESEL	856.67	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	255.25	
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	232.09	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	255.25	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	765.76	
	BUILDING DIVISION	FUEL - GASOLINE/DIESEL	56.93	
	PUBLIC WORKS ADMINISTRATION	FUEL - GASOLINE/DIESEL	37.79	
	PUBLIC WORKS ADMINISTRATION	FUEL - GASOLINE/DIESEL	86.50	
		Total For: COLEMAN OIL		**$7,559.27**
Vendor: CONSOLIDATED SUPPLY CO.				
S012690373.001	WWC: FLG BOT & NUT SET, GASKET			$38.59
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	38.59	
S012661915.002	WWC: (2) BRASS PLUGS			$68.27
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	68.27	
S012626537.001	SC: PIPE BELL END & RESTRAINED COUPLING			$1,096.17
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	1,096.17	
S012685461.001	ST: CHECK VALVE BRINE TRUCK			$208.94
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	208.94	
S012686125.002	WD: NYLON STRAPS			$234.59
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	234.59	
S012688261.001	WD: (3) CLAMPS			$9

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	915.77	
S012663383.001	WD: TRUCK PARTS			$998.35
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	998.35	
S012668173.001	WD: TRUCK PARTS			$884.66
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	884.66	
S012663434.001	WD: (2) REPAIR CLAMPS			$816.99
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	816.99	
S012663433.001	WD: PLASTIC COVER RDR LID			$220.68
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	220.68	
S012663383.002	WD: RETURN OF TRUCK PARTS - FIP X FIP BALL			$(348.72)
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	(348.72)	
S012675223.002	WD: GALVANIZED COUPLING			$70.97
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	70.97	
S012686125.001	WD: NYLON STRAPS			$211.00
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	211.00	
S012688261.002	WD: CLAMPS			$189.56
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	189.56	
S012663434.002	WD: CLAMPS			$241.33
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	241.33	
S012675207.001	WD: GAS TEST GAUGE, ADAPTER			$26.83
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	26.83	
S012675223.001	WD: STEEL COUPLINGS			$149.40
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	149.40	
S012673043.001	WD: (3) BRASS UNION			$78.39
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	78.39	
S012687640.001	WTP: PIP CLAMPS			$27.40
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	27.40	
S012626338.001	WD: GLOVES AND SPONGE			$39.21
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	39.21	
S012626263.001	WTP: 12 GA CHANNEL AND 12" BRACKET			$232.64
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	232.64	
		Total For: CONSOLIDATED SUPPLY CO.		**$6,401.02**
Vendor: CONVERSE, TODD				
REIMB11202025	BOOT REIMB - TODD CONVERSE FY'26			$125.00
	PARK MAINTENANCE & CAPITAL	UNIFORM & CLOTHING	125.00	
		Total For: CONVERSE, TODD		**$125.00**
Vendor: CO-OP GAS & SUPPLY CO.				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
72671	WTP: DRIVEWAY REFLECTORS			$17.56
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	17.56	
44554	WTP: DISH SOAP, SCRAPER PAD, SCRAPER SET			$30.97
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	30.97	
38315	WTP: SCREWS			$4.76
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	4.76	
		Total For: CO-OP GAS & SUPPLY CO.		**$53.29**
Vendor: DELL MARKETING L.P.				
10848189714	CITY HALL/POLICE/WWTP COMPUTER EQUIPMENT			$34,497.43
	INFORMATION TECHNOLOGY DIVISION	COMPUTER SUPPLIES/EQUIPMENT	13,380.29	
	INFORMATION TECHNOLOGY DIVISION	COMPUTER SUPPLIES/EQUIPMENT	4,767.30	
	INFORMATION TECHNOLOGY DIVISION	COMPUTER SUPPLIES/EQUIPMENT	1,906.92	
	WASTEWATER TREATMENT	COMPUTER SUPPLIES/EQUIPMENT	953.46	
	INFORMATION TECHNOLOGY DIVISION	COMPUTER SUPPLIES/EQUIPMENT	1,117.92	
	INFORMATION TECHNOLOGY DIVISION	COMPUTER SUPPLIES/EQUIPMENT	5,589.60	
	INFORMATION TECHNOLOGY DIVISION	COMPUTER SUPPLIES/EQUIPMENT	1,615.60	
	INFORMATION TECHNOLOGY DIVISION	COMPUTER SUPPLIES/EQUIPMENT	343.10	
	INFORMATION TECHNOLOGY DIVISION	COMPUTER SUPPLIES/EQUIPMENT	2,587.40	
	WASTEWATER TREATMENT	COMPUTER SUPPLIES/EQUIPMENT	2,235.84	
		Total For: DELL MARKETING L.P.		**$34,497.43**
Vendor: EAGLE DRUG AND ALCOHOL TESTING LLC				
1011404	ALCOHOL AND DRUG TESTING- 2 WWTP & 2 PD			$100.00
	WASTEWATER TREATMENT	OTHER PROF SERVICE - MEDICAL	50.00	
	POLICE DEPARTMENT	OTHER PROF SERVICE - MEDICAL	50.00	
		Total For: EAGLE DRUG AND ALCOHOL TESTING LLC		**$100.00**
Vendor: EDNETICS INC				
INV-139098	VOIP STD/ANALOG USER CHARGES MNTHLY FY26 NOV'25			$2,813.89
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - VOIP	2,813.89	
		Total For: EDNETICS INC		**$2,813.89**
Vendor: FASTENAL COMPANY				
IDCOE227381	ST: BOLTS FOR GRADER AND PLOW			$245.60
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	245.60	
IDCOE227113	SHOP: GLOVES AND BOLTS			$109.21
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	36.40	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	36.40	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	36.41	
		Total For: FASTENAL COMPANY		**$354.81**
Vendor: FIRE PROTECTION SPECIALISTS LLC				
30542	WTP: ANNUAL MONITORING FEE OCT25-SEPT26 (FY26)			$720.00
	WATER TREATMENT	SERVICES - BUILDING - R&M	720.00	
		Total For: FIRE PROTECTION SPECIALISTS LLC		**$720.00**
Vendor: FREIGHTLINER NORTHWEST				
PC001663249:01	WD: FILTER			$94.59
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	94.59	
		Total For: FREIGHTLINER NORTHWEST		**$94.59**
Vendor: GALLS LLC				
033145370	PATROL UNIFORM - NEW HIRE SP39 - OEDEWALDT			$1,083.58
	POLICE DEPARTMENT	UNIFORM & CLOTHING	1,083.58	
033152494	UNIFORM PATROL - WM SHIRTS			$195.58
	POLICE DEPARTMENT	UNIFORM & CLOTHING	195.58	
033128641	BOOTS - SP39 OEDEWALDT			$427.15
	POLICE DEPARTMENT	UNIFORM & CLOTHING	427.15	
033166216	PATROL - SHIRT - SP39 OEDEWALDT			$95.78
	POLICE DEPARTMENT	UNIFORM & CLOTHING	95.78	
033103397	PATROL EQUIPMENT - SP39 OEDEWALDT			$161.33
	POLICE DEPARTMENT	UNIFORM & CLOTHING	161.33	
033183718	NEW HIRE - CRO UNIFORMS - SP62			$320.72
	POLICE DEPARTMENT	UNIFORM & CLOTHING	320.72	
033177124	NEW HIRE - CRO PANTS - SP62			$100.82
	POLICE DEPARTMENT	UNIFORM & CLOTHING	100.82	
		Total For: GALLS LLC		**$2,384.96**
Vendor: GLAHE & ASSOCIATES INC				
16183	PW ADMIN: 25-006D BOYER CULVERT			$1,900.00
	STREET CAPITAL & PROJECTS	TECH SVS - SRVY/INSPCT/ASSESS/MONITOR	1,900.00	
		Total For: GLAHE & ASSOCIATES INC		**$1,900.00**
Vendor: GRAINGER INC				
9711547159	WTP: HOSE ADAPTER			$55.30
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	55.30	
		Total For: GRAINGER INC		**$55.30**
Vendor: HACH COMPANY				
14753930	WTP: MEMBRANE REPLACEMENT AND STABLCAL			$448.20

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	448.20	
		Total For: HACH COMPANY		**$448.20**
Vendor: HYDROTEM ENTERPRISES LLC				
INV-997335	WWTP: PRESSURIZED OIL, BOTTLE HOSE KIT			$767.04
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	767.04	
		Total For: HYDROTEM ENTERPRISES LLC		**$767.04**
Vendor: IDEXX DISTRIBUTION INC				
3188336202	WWTP: LAB MATERIALS			$364.99
	WASTEWATER TREATMENT	LABORATORY SUPPLIES	364.99	
		Total For: IDEXX DISTRIBUTION INC		**$364.99**
Vendor: INTERSTATE CONCRETE & ASPHALT				
1089397	SC: BOYER & CEDAR			$654.87
	WASTEWATER COLLECTIONS	ROADWAY/PATH SUPPLIES/EQUIPMENT	654.87	
		Total For: INTERSTATE CONCRETE & ASPHALT		**$654.87**
Vendor: J-U-B ENGINEERS INC				
190313	ST CIP: PROF. SERVICES FROM 10/1 TO 11/1 2025 (FY26) GRT NORTHERN RD			$3,603.80
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	1,756.85	
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	882.93	
	STREET CAPITAL & PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	585.62	
	STREET CAPITAL & PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	378.40	
		Total For: J-U-B ENGINEERS INC		**$3,603.80**
Vendor: LAKE PRE-MIX CONCRETE INC				
12622	6YDS CONCRETE FOR BEACH SWING INSTLL			$1,142.25
	PARK MAINTENANCE & CAPITAL	SERVICES - GROUNDS - R&M	1,142.25	
		Total For: LAKE PRE-MIX CONCRETE INC		**$1,142.25**
Vendor: LES SCHWAB TIRE CENTER				
10800932314	WTP: TIRE REPLACEMENTS '23 RAM1500			$1,202.84
	WATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	1,202.84	
		Total For: LES SCHWAB TIRE CENTER		**$1,202.84**
Vendor: MARC				
0863327-IN	WD & WWC: SUPER-ZYME - SEPTIC TANK TXTMT - QTY 27			$4,941.00
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	4,941.00	
		Total For: MARC		**$4,941.00**
Vendor: NAPA AUTO PARTS				
256607	OIL & FILTER FOR TRACTOR AND MOWER - ALL PARKS			$54.11

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	94.11	
		Total For: NAPA AUTO PARTS		**$94.11**
Vendor: NORTH 40 OUTFITTERS				
050488/B	(2) TX. DRCT WASH IN , PERMATEX DIELECTRIC TUNE UP 30Z - SPRTS CMPLX			$42.97
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	42.97	
050449/B	WTP: PROPANE TORCH			$69.99
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	69.99	
050358/B	WTP: UTILITY KNIVES/BLADES AND CABLE TIES			$110.95
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	110.95	
050359/B	ST: NUTS AND BOLTS			$5.87
	STREET MAINTENANCE DIVISION	TOOLS	5.87	
		Total For: NORTH 40 OUTFITTERS		**$229.78**
Vendor: NORTH IDAHO LOCK & KEY				
62574	COMMUNITY HALL KEYS QTY 10			$50.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	50.00	
		Total For: NORTH IDAHO LOCK & KEY		**$50.00**
Vendor: OTIS ELEVATOR COMPANY				
100401550386	WTP: CR FOR ANNUAL ELEV SVC -LAKE			$(254.76)
	WATER TREATMENT	SERVICES - BUILDING - R&M	(254.76)	
		Total For: OTIS ELEVATOR COMPANY		**$(254.76)**
Vendor: OXARC INC				
0062155210	WTP: CHLORINE, SMALL CYLINDERS			$149.44
	WATER TREATMENT	CHEMICAL SUPPLIES	149.44	
0032461144	WTP: SAND. GLOVES, PPE GEAR			$124.12
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	124.12	
0032455099	WTP: SCOTCHBRITE AND DRILL SET			$229.23
	WATER TREATMENT	CHEMICAL SUPPLIES	229.23	
0032439056	WWTP: CHLORINE, SULFUR DIOXIDE			$4,609.63
	WASTEWATER TREATMENT	CHEMICAL SUPPLIES	4,609.63	
0032452405	WWTP: CHLORINE, SULFUR DIOXIDE			$7,660.71
	WASTEWATER TREATMENT	CHEMICAL SUPPLIES	7,660.71	
0032428683	FINANCE CHARGES DATED 9.30.25			$2.00
	WASTEWATER TREATMENT	CHEMICAL SUPPLIES	2.00	
0032449165	FINANCE CHARGES DATED 10.31.25			$2.00
	WASTEWATER TREATMENT	CHEMICAL SUPPLIES	2.00	
		Total For: OXARC INC		**$12,7**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: PASSPORT LABS INC				
INV-1056358	PARKING TICKET SOFTWARE SVCS - OCT 2025			$1,375.44
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	1,375.44	
		Total For: PASSPORT LABS INC		**$1,375.44**
Vendor: PEAK INDUSTRIAL INC - PEAK MACHINERY				
PSI-555989	ST: BOBCAT CUTTING EDGE NUTS/BOLTS			$258.74
	STREET MAINTENANCE DIVISION	SNOW SUPPLIES/EQUIPMENT	258.74	
		Total For: PEAK INDUSTRIAL INC - PEAK MACHINERY		**$258.74**
Vendor: PEAK SAND & GRAVEL INC				
112019	TOP SOIL FOR BEACH SWING INSTALL			$333.71
	PARK MAINTENANCE & CAPITAL	SERVICES - GROUNDS - R&M	333.71	
		Total For: PEAK SAND & GRAVEL INC		**$333.71**
Vendor: PELICANCORP ONE CALL INC				
INV-1521	MONTHLY UTILITY LOCATOR SERVICES OCTOBER '25			$470.40
	WATER DISTRIBUTION	TELEPHONE - LANDLINE & OTHER	235.20	
	WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	235.20	
		Total For: PELICANCORP ONE CALL INC		**$470.40**
Vendor: SELKIRK PRESS INC				
23015	BUSINESS CARDS- G. WILSON, K. EAGLESTON, AND K. KEENEY			$117.00
	BUILDING DIVISION	PRINTING AND BINDING	59.00	
	CENTRAL SERVICES DEPARTMENT	PRINTING AND BINDING	29.00	
	PLANNING DIVISION	PRINTING AND BINDING	29.00	
		Total For: SELKIRK PRESS INC		**$117.00**
Vendor: SOUTH FORK HARDWARE (PARKS)				
418712	LATCH REPAIR - COMM HALL			$35.98
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	35.98	
418134	TOOLS - ALL PARKS			$26.46
	PARK MAINTENANCE & CAPITAL	TOOLS	26.46	
418744	SHOP TOOLS - BEACH			$54.06
	PARK MAINTENANCE & CAPITAL	TOOLS	54.06	
418540	SPCKLE, (4) PLSTC PAIL & SCOOP - MEMORIAL			$140.53
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	140.53	
418229	GLOVES - SNW PLWING ROW			$18.99
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	18.99	
417392-2	UTILKNF, ELEC TP - XMAS LIGHTS			$

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PARK MAINTENANCE & CAPITAL	STREET LIGHTING SUPPLIES/EQUIPMENT	53.88	
418107	FITTINGS FOR FLOWER TANK PUMP			$1.58
	PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	1.58	
418402	POST EYE LGT CNTRL - CITY HALL			$10.99
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	10.99	
		Total For: SOUTH FORK HARDWARE (PARKS)		**$342.47**
Vendor: SOUTH FORK HARDWARE (POLICE)				
418055	ZIP TIES FOR SIGNS			$10.79
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	10.79	
418056	ZIP TIES FOR SIGNS - CRO			$10.79
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	10.79	
		Total For: SOUTH FORK HARDWARE (POLICE)		**$21.58**
Vendor: SOUTH FORK HARDWARE (PUB WKS)				
418547	WWTP: WD-40, BATTERIES			$36.98
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	36.98	
		Total For: SOUTH FORK HARDWARE (PUB WKS)		**$36.98**
Vendor: SUMMIT EXTERIORS				
INV-1909	TRAVERS PARK PICNIC SHELTER ROOF INSTALL			$18,450.00
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	18,450.00	
		Total For: SUMMIT EXTERIORS		**$18,450.00**
Vendor: ULINE				
199489339	ST: UTLITIY SPILL TRAY			$312.94
	STREET MAINTENANCE DIVISION	SNOW SUPPLIES/EQUIPMENT	312.94	
		Total For: ULINE		**$312.94**
Vendor: USA BLUE BOOK				
INV00872545	WWTP: TNT, WIPES, CUBITAINER			$200.11
	WASTEWATER TREATMENT	LABORATORY SUPPLIES	200.11	
INV00872527	WTP: DRUM PUMP, FIBERGLASS POLE, SKIMMING NET, SAFETY BOOK			$1,194.72
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	1,194.72	
		Total For: USA BLUE BOOK		**$1,394.83**
Vendor: WASTE MANAGEMENT OF IDAHO INC				
NOV2025INVOIC	REFUSE AND WASTE CHRGS OCT 2025 - FY26			$53,268.19
	SANITATION/GARBAGE COLLECTION	TECH SERVICES - GARBAGE REMOVAL	53,268.19	
		Total For: WASTE MANAGEMENT OF IDAHO INC		**$53,268.19**
Vendor: WES ALBIN				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
PER DIEM T009	W. ALBIN PER DIEM ATSSA TC TECH			$311.00
	STREET MAINTENANCE DIVISION	TRAINING AND TRAVEL	311.00	
		Total For: WES ALBIN		**$311.00**
Vendor: WESTERN STATES EQUIPMENT CO				
IN003409474	ST: SCREWS AND NUTS FOR CAT 140H			$70.44
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	70.44	
IN003409481	ST: WASHER AND CAP SCREW			$251.82
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	251.82	
		Total For: WESTERN STATES EQUIPMENT CO		**$322.26**
Vendor: WHITE BLOCK COMPANY INC				
0334605-IN	WD & WWC: RISERS, BRICKS			$2,661.87
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	1,971.17	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	690.70	
		Total For: WHITE BLOCK COMPANY INC		**$2,661.87**
Vendor: WOOD'S CRUSHING & HAULING INC				
57614	WD: HOT MIX ASPHALT PICKED UP AT PLANT			$948.24
	WATER DISTRIBUTION	ROADWAY/PATH SUPPLIES/EQUIPMENT	948.24	
		Total For: WOOD'S CRUSHING & HAULING INC		**$948.24**
Vendor: ZEB PLATT				
PER DIEM T009	ST: ZEB PLATT ATSSA TC TECH			$311.00
	STREET MAINTENANCE DIVISION	TRAINING AND TRAVEL	311.00	
		Total For: ZEB PLATT		**$311.00**
Vendor: ZERO DB COMMUNICATIONS LLC				
25-11-50171	FIBER SPLICING SCADA WWTP-WTP (A26-3256-1)			$4,220.00
	WATER TREATMENT	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	2,110.00	
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	2,110.00	
		Total For: ZERO DB COMMUNICATIONS LLC		**$4,220.00**
Vendor: ZIPLY FIBER				
5035-061325	5035 - PHONE CHGS - FINAL BILL CREDIT			$(29.67)
	WATER TREATMENT	TELEPHONE - LANDLINE & OTHER	(29.67)	
0918-062225	0918 - PHONE CHGS - FISHBACK FINAL BILL CREDIT			$(48.73)
	WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	(48.73)	
3469 10.25.25	#3469 - PHONE CHGS - TURTLE ROCK 10.25.25-11.24.25			$76.69
	WATER TREATMENT	TELEPHONE - LANDLINE & OTHER	76.69	
4008 10.22.25	4008 - PHONE CHGS - CITY HALL 10.22.25-11.21.25			$2

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	273.98	
6269 10.22.25	#6269 - PHONE CHGS - 911 TRANSFER 10.22.25-11.21.25			$13.80
	POLICE DEPARTMENT	TELEPHONE - LANDLINE & OTHER	13.80	
6708 10.22.25	6708 - PHONE CHGS - CITY HALL 10.22.25-11.21.25			$110.15
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - LANDLINE & OTHER	110.15	
		Total For: ZIPLY FIBER		**$396.22**

Payables Subtotal : $197,963.48

City of Sandpoint Payroll Breakdown for NOVEMBER 2025
Employee Benefit Compensation Export
From 11/01/2025-11/30/2025

WAGES Total Employer Amount	MEDICAL Total Employer Amount	DENTAL Total Employer Amount	SUPPLEMENTAL Total Employer Amount	TAXES Total Employer Amount	RETIREMENT Total Employer Amount	Employer Total
545,623.38	100,221.94	4,140.00	12,493.40	35,962.19	70,451.54	768,892.45

VENDOR NAME	CHECK #	DESCRIPTION	REASON OUT OF CYCLE	LINE ITEM AMOUNT	CHECK AMOUNT
OUT OF CYCLE EFT PAID					
Safesave Sept CC Charges	EFT 1222	41.16	Out of Sequence EFT	$46.16	$46.16
Safesave Oct CC Charges	EFT 1223	302.15	Out of Sequence EFT	$302.15	$302.15
Safesave Oct - Terminal	EFT 1225	469.99	Out of Sequence EFT	$469.99	$469.99
Safesave Nov CC Charges	EFT 1224	421.31	Out of Sequence EFT	$421.31	$421.31
			OUT OF CYCLE CHECK TOTAL		$1,239.61

Grand Total: $968,095.54

Councilor Signature: _____ Date: _____

Councilor Name: **Pam Duquette**

MEMO

TO: Sandpoint City Council
FROM: Mayor Jeremy Grimm
DATE: December 3, 2025
SUBJECT: City Commission, Advisory Committee and Board Appointment

I have appointed John Monks to the Sustainability Committee for a 3-year term, set to expire on November 30, 2028. John has been a Sandpoint resident for many years and brings a diverse background in fields related to sustainability.

I sincerely appreciate John's willingness to step forward and volunteer in this capacity to serve our community, and I thank you in advance for your consideration of the confirmation of his appointment.

Item # 3.

Citizen Advisory Board Application - Sustainability Committee

Complete and submit this application to be considered for a seat on the Sandpoint Sustainability Committee.

Thank you for your interest in serving on the Sandpoint Sustainability Committee, a City of Sandpoint volunteer citizen advisory board. We appreciate your desire to serve our city in this capacity and look forward to reviewing your application. For more information, including qualifications for serving on this Committee, please visit Chapter 7 of Title 2, Sandpoint City Code.

Applicant Information

First Name: * John

Last Name: * Monks

Phone Number: * 208

Ex. 208-555-5555. Please include area code.

Email Address: *

Home Address: * Street Address

Address Line 2

City: Sandpoint

State / Province / Region: Idaho

Postal / Zip Code: 83864-2066

Country: United States

Mailing Address: *

Street Address

Address Line 2

City
Sandpoint

State / Province / Region
Idaho

Postal / Zip Code
83864-2066

Country
United States

Employment and Volunteer History

Please upload a copy of your resume or any additional information relevant to your application.

Upload your Resume or Curriculum Vitae *
Monks_CV_2025.pdf 454.01KB

Please relay any add'l information regarding your experience or background and the reason(s) you wish to serve in this capacity: *
I've been fortunate enough to be able to live and work in Sandpoint for most of my adult life. I'd like to apply my education and experience to try to keep the good thing we've got going.... going! Sustainably.

208-
Sandpoint, ID 83864 @gmail.com

John Monks – *Curricula Vitae*

Owner Biography

John Monks was the owner of Monks Hydro-Geoscience, a ground water consulting firm established in 1996 in Sandpoint, Idaho. Mr. Monks retired from his consulting practice in 2021. Mr. Monks was born in Coos Bay, Oregon, and has made his home in Sandpoint, Idaho since 1980. Some of Mr. Monks' interests include skiing, mountain biking, hiking, family, and photography.

Business Services

Monks Hydro-Geoscience provided hydrogeological and geological consulting services. Monks worked with civil engineering firms, private businesses, and governments to perform the hydrogeologic analysis needed for water supply development and wastewater treatment and disposal. Monks conducted Nutrient-Pathogen evaluations of subsurface wastewater treatment systems, and provided hydrogeologic Expert Witness services.

Education

M. Sc. Hydrology, University of Idaho, Moscow, Idaho, 1994. Thesis: "Straddle-Packer Determination of the Vertical Distribution of Hydraulic Properties in the Snake River Plain Aquifer at Well USGS-44, Idaho Chemical Processing Plant, INEL".

B. Sc. Geology, University of Idaho, Moscow, Idaho, 1986.

Continuing Education

Hydrothermal Alteration Guides to Gold-Silver Deposits, University of Idaho, 1990.

Wellhead Protection, Wright State University Interactive Remote Instructional System Course, August 1996.

Remote Sensing and GIS with Personal Computers, NGWA course, Kennesaw, GA, 1997.

OSHA 40-Hour Hazardous Waste Training, Wallace, ID, 2000.

Awards

Outstanding Geologist Award, Master's Degree, Department of Geology and Geological Engineering, University of Idaho, 1992-1993.

Publications

Application of a Straddle-Packer for Water Quality Monitoring and Hydrologic Testing in Wells Open over Large Intervals at the INEL, Monks, J, and G. Johnson, Ground Water Quality Technical Workshop, February 11-12, 1993, Boise, ID.

Straddle-Packer Determination of Vertical Variations in Aquifer Properties in the Snake River Plain Aquifer at the Idaho National Engineering Laboratory, Monks, J. I., Ralston, D. R., and Johnson, G. S., American Geophysical Union Fall Meeting, December 6-10, 1993, San Francisco, CA.

Licensing and Registration

State of Idaho Board of Registration for Professional Geologists Registered Professional Geologist #916 (retired).
State of Washington Department of Licensing Licensed Geologist/Hydrogeologist #1891 (retired).

Public Service

Board Member Bonner County Aquatic Invasive Species Task Force (2007 – 2012).
Board Member Idaho Board of Registration for Professional Geologists (2005 – 2015).

Projects

May 1996-November 2021: Hydrogeologist and owner, Monks Hydro-Geoscience, Sandpoint, ID. Ground water monitoring, monitoring well construction oversight, and free-product recovery at a historic pole-treatment site. Nutrient-Pathogen Evaluations of waterfront developments on Lake Pend Oreille and the Pend Oreille River. Hydrogeological consulting and groundwater monitoring for COCOA and Nederend Dairies, in Owyhee County, where Monks Hydro-Geoscience conducted a ground water monitoring program at CAFO Dairies. Ground water exploration and development projects in crystalline bedrock environments at Schweitzer Mountain Resort, Spires Subdivision at Schweitzer, Sourdough Point Owners Association on Lake Pend Oreille, and at numerous private residences. Well drilling supervision and logging during drilling and construction of Public Water Supply wells. Ground water consulting and expert witness services on Clean Water Act citizen suits against CAFO dairies in the Yakima Valley, Washington and in the Snake River Valley of Idaho. Hydrogeologic characterization of and monitoring well system design and installation for Bottle Bay Recreational Water and Sewer District. Cave Bay Community Services, Inc. Hydrogeologic Characterization of Cave Bay Community Services, Inc. Wastewater Site, Kootenai County, Idaho. Ellisport Bay Sewer District Wastewater Reuse Site Expansion: Hydrogeologic Evaluation, Bonner County, Idaho. Bottle Bay Recreational Water and Sewer District: Hydrogeologic Evaluation of Potential Site Expansion Parcels for Bottle Bay Water and Sewer District.

November 2006-September 2009: Senior Project Hydrogeologist, Golder Associates Inc. Coeur d'Alene, ID.

Senior Project Hydrogeologist conducting and supervising hydrogeologic evaluations of ground water supply and development and waste water treatment and disposal projects in northern Idaho and northeastern Washington.

June 1994-May 1996: Hydrogeologist, Selkirk Environmental Testing, Inc. and Northern Environmental Resources, Inc., Sandpoint, ID. Conducted site characterizations, RBCA's and Corrective Action Plans for LUST sites; Phase I Environmental Site Assessments; various hydrogeological consulting projects; video well inspections.

August 1990-October 1990: Hecla Mining Company, Juneau, AK. Mineral exploration geologist. Principle duties included logging core, geologic mapping, and rock and stream sediment sampling at mineral properties on Douglas Island, near Juneau, AK.

October 1989-August 1990: Placer Dome U.S., Anchorage, AK. Mineral exploration geologist at the Jualin Gold Project, 40 miles north of Juneau, AK on Berners Bay. Principle duties included logging and sampling core, geologic mapping, compiling drill core data into 3-dimensional model of the orebody.

May 1989-October 1989: American Copper and Nickel Co., Spokane, WA. Mineral exploration geologist on a state-wide precious metal reconnaissance of Alaska. Collected rock, stream sediment and soil samples and updated sample location and geologic maps. Also mapped geology, staked mining claims, and conducted mag/VLF surveys.

November and December 1988: **Cominco Alaska, Anchorage AK**. Geologist at the Red Dog Mine conducting a material segregation program during pre-production stripping of the mine pit. Mapped geology in the pit, sampled blast hole cuttings. Analyzed drill cuttings using x-ray spectrometry to determine zinc solubility and ore grade.

June 1988-October 1988: Curator American, Juneau, AK. Project geologist and camp manager at the Jualin Gold Project. Supervised mineral exploration activities at a remote core drilling camp, logged and sampled core, mapped geology, built long and cross sections, planned drilling operations.

June 1987-May 1988: GEXA Gold Corporation, Reno, NV. Mineral exploration geologist. Mapped geology, collected rock and soil samples, logged air-rotary drill holes, prepared cross sections and structural contour maps.

July and August 1985: Idaho Geological Survey, Moscow, ID. Geologic field assistant. Mapped geology and collected rock and stream sediment samples in the Idaho Batholith.

1977-1983: USFS fire fighter, tree planter, tree thinner, chairlift operator, chairlift mechanic, ski bum.

AGENDA REPORT

City Council Meeting

TODAY'S DATE: November 20, 2025

MEETING DATE: December 3, 2025

TO: MAYOR AND CITY COUNCIL

FROM: Holly Ellis, Public Works Director; Bill Dean, Deputy Director Community Planning and Development Department/City Planner

SUBJECT: PS20-0003, PFP25-0001: University Place Subdivision, Phase 3 Final Plat

APPLICATION DESCRIPTION AND BACKGROUND:

The property owner Mort Construction, Inc. seeking final plat approval for University Park (Place), Phase 3, a 24-lot portion of the University Place subdivision, zoned Single-Family Residential (RS). The site is located on the east side of North Boyer Avenue, south of East Mountain View Drive.

On November 4, 2020, the City Council approved with conditions the preliminary plat for the University Place Subdivision (application number PS20-0003). On December 30, 2020, City Council approved and the City entered into a development agreement, formalizing the conditions of approval, including but not limited to Required Infrastructure Improvements.

The development agreement originally applied jointly to the two applicants/property owners. Subsequent to the approval of the development agreement, the property owners divided the development agreement into two development agreements, as applicable to each property owner, and their successors. The development agreement applicable to the property (Phase 3) was recorded on September 3, 2021 (instrument # 991045). The development agreement, together with the subdivision ordinance and conditions of approval, establish the required public infrastructure improvements for this final plat. The development agreement section 5 establishes the Required Infrastructure Improvements related to public infrastructure, and section 3 establishes the construction schedule (for public infrastructure), indicating a completion date no later than December 31, 2025.

PROCEDURAL REQUIREMENTS AND STANDARDS FOR FINAL PLATS:

The Local Land Use Planning Act (LLUPA) requires local governments to adopt local ordinances providing "for standards and for processing of applications for subdivision permits under Idaho Code Sections 50-1301 to 50-1329." In accordance with LLUPA, the City of Sandpoint's subdivision regulations are codified in Title 10 of Sandpoint City Code. The City follows a two-step subdivision review process - a preliminary plat review and a final plat review. This process ensures that proposed subdivisions comply with local, state, and federal standards and that all required public infrastructure is properly designed and constructed before new lots are created and sold.

Preliminary plats generally set forth the basic information (layout) to determine if the subdivision plan generally complies with the applicable requirements. Public comments and deliberation regarding a proposed project's layout occurs during the preliminary plat process and during public hearings. Once a preliminary plat is approved, apply for and obtain a Public Infrastructure Permit that details the engineering plans and specifications related to the conceptual infrastructure shown on the Preliminary Plat. Upon approval of the Public Infrastructure Permit, the developer may begin constructing required

public infrastructure, including streets, utilities, and drainage improvements, consistent with the approved plans.

Upon completion of constructing the required public infrastructure, the property owner engages a licensed professional surveyor to generate the final plat. The final plat serves as the legal document to be recorded with Bonner County and reflects the as-constructed conditions of the subdivision, including lot boundaries, easements, and dedications. Property owners are required to return to City Council for approval of the final plat which serves as a confirmation and verification step that the subdivision was constructed in accordance with the preliminary plat, including the conditions of approval. Upon approval by City Council a final plat can be recorded. Once approved, the streets and utilities are accepted by the City and become publicly-owned, and the developer may sell lots and property owners/contractors may apply for building permits on the new legal lots.

To be eligible for recordation, the final plat must contain the following certificates and approvals:

- Certification by owner, including a legal description, certification of ownership of the property, dedication of easements shown on the plat (if applicable), and reference describing and Conditions, Covenants, and Restrictions (CCRs)(if applicable).
- Certification by the professional land surveyor that the plat drawing is correct and in compliance with applicable state and local laws.
- Certification by the local health district describing sanitary restrictions on the new lots.
- Certification of approval from the local highway district of public streets, alleys and easements for public maintenance (the Independent Highway District retains jurisdiction over public rights-of-way within the City of Sandpoint, while the City is responsible for maintenance under a memorandum of understanding agreement).
- Certification of approval by the City Engineer and City Planner.
- Certification of approval by the Bonner County Surveyor.
- Certification by the Bonner County Treasurer of the tax status of the property.

Prior to bringing a final plat before City Council, City staff inspect the completed construction, review the surveyor's final plat, and verify compliance with the conditions of approval placed on the preliminary plat at the time of approval. City Code requires that the final plat be in substantial conformance with the preliminary plat. The legal definition of the term "substantial" means "*essentially; without material qualification; in the main; in substance, materially; in substantial manner. About, actually, competently, and essentially*." As applicable to a final plat, it is reviewed against the preliminary plat to ensure that the number of lots, general size of the lots, right-of-widths, and similar standards are consistent with that proposed during the preliminary plat process.

Additionally, the public infrastructure must be substantially complete, as determined by the City Engineer. City staff review completeness to ensure that (a) City services (water, sewer, storm drainage, etc.) are fully functioning in conformance with the approved plans, and (b) the right-of-way is code and standards-compliant, providing adequate access for the public and emergency services. It is common that a portion of the work is not 100% complete by the City at time a property owner seeks approval of a final plat; such infrastructure typically includes sidewalks, removal of temporary erosion measures, planting of trees, etc. So long as the above criteria is met, as determined by the City Engineer, and the remaining work is bonded for in compliance with SCC Chapter 10, a final plat may be approved on the basis it is "substantially" conforming and complete.

The University Place project has a development agreement, which establishes additional requirements prior to approval of any final plat, as described in the staff report below

COMPLIANCE WITH CITY REQUIREMENTS:

The Required Infrastructure Improvements for Phase 3 have been substantially completed, as of September 8, 2025 (Attachment 5 – Certification Letter). The following Phase 3 items shall be completed, prior to the City releasing the Performance Bond and no later than December 31, 2025:

- street tree planting;
- reset manholes and,

- other minor punch list items.

The name of the preliminary plat and development agreement were approved as “University Park Subdivision.” Bonner County determined that this name is not available and therefore, the final plat (Attachment 6) has been renamed “University Place Subdivision, Phase 3.” Bonner County Surveyor review comments have been incorporated into the final plat.

The final plat has been reviewed by City staff and determined to be in substantial conformance with the approved preliminary plat. The substantial completion and acceptance of the Required Infrastructure Improvements enables final plat approval. Upon approval of the final plat by City Council and prior to recording of the final plat, the following shall be completed, as further described in the Development Agreement(s):

1. Obtain required signatures;
2. Record utility easement; and,
3. Acceptance of two-year warranty bond shall by the City;

STAFF RECOMMENDATION:

The applicant has followed the procedures required in City Code, Title 10, Chapter 1: Subdivision and New Development Standards and Regulations. The final plat is substantially in accordance with the preliminary plat approved by the City Council. Additionally, the conditions of approval have been satisfied and the applicable terms of the development agreement have been met.

ACTION:

Per City Code, Title 10, Chapter 1-8(E), “The council may hold a public hearing on a final plat if requested by the planning director, mayor or city council. The city council shall approve, approve with conditions, refer the matter back to the planning commission, or deny the final plat. A written reasoned decision shall be prepared reflecting the city council's decision.” The Phase 3 Final Plat conforms with all applicable standards of the Sandpoint City Code and the terms and conditions of the approved Preliminary Plat and the Development Agreement noted above and attached and is therefore approved without further comment or conditions.

WILL THERE BE ANY FINANCIAL IMPACT? Yes; the City of Sandpoint is responsible for the maintenance of the public infrastructure. The additional revenues associated with future development of the new lots will be incorporated into future annual budgets (revenue and expenses). **HAS THIS ITEM BEEN BUDGETED?** N/A

ATTACHMENTS:

1. City Council Meeting Minutes (Decision) 11/4/2020
2. City Council Meeting Staff Report 11/4/2020
3. City Council Resolution No. 20-056 – Approval of Development Agreement
4. Development Agreement (Instrument No. 991045)
5. Engineer of Record’s Certification Letter
6. University Place, Phase 3 Final Plat

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

SANDPOINT

November 4, 2020
5:30 p.m. Regular Meeting
and Public Hearing

FINAL / APPROVED **CITY COUNCIL** **MINUTES**

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m. Mayor Shelby Rognstad presiding in Council chambers at Sandpoint City Hall, 1123 West Lake Street, Sandpoint, Idaho.

2. ROLL CALL

Present: Councilors Shannon Sherman*, Deb Ruehle*, Joel Aispuro, John Darling*, Andy Groat
Absent: Councilwoman Kate McAlister

**participated remotely*

3. PLEDGE OF ALLEGIANCE

Mayor Rognstad led all present in the Pledge of Allegiance.

4. ANNOUNCEMENTS

Mayor Rognstad proclaimed November 8 –14 as National Nurse Practitioner Week in Sandpoint.

5. PUBLIC FORUM

No one spoke during public forum.

6. CONSENT CALENDAR

Item Number:	6A Approval of October 21, 2020, Regular Meeting Minutes

Item Number:	6B Approval of October 27, 2020, Special Meeting Minutes

Item Number:	6C Approval to pay bills ($263,673.06 for regular payables)

Motion to approve the Consent Calendar.

Result:	Passed
Moved by:	Darling
Seconded by:	Aispuro
Voted Yes:	Sherman, Ruehle, Aispuro, Darling, Groat
Voted No:	
Abstained:	
Absent:	McAlister

7. OLD BUSINESS

Item Number:	7A COVID-19 Update

City Administrator Jennifer Stapleton provided a brief update, noting Panhandle Health District's categorization of Bonner County as risk level orange and noting Governor Little's recent Stay Healthy Order and how it affects use of City facilities. Information only. No Council action.

8. NEW BUSINESS

Item Number:	8A Public Hearing and Subsequent Decision
Topic:	University Park Subdivision Preliminary Plat (PS20-0003)

Mayor Rognstad reported that this was a request to obtain preliminary approval for a 152-lot subdivision on two parcels (RPS00000150751A and RPS00000151250A) totaling approximately 75 acres, bounded by East Mountain View Drive to the north, North Boyer Avenue to the west, Sand Creek and Fifth Avenue to the east, and BNSF Railway tracks to the south.

He pointed out that this would be a quasi-judicial public hearing and asked Council members to disclose any conflicts of interest or ex parte contact regarding this issue. No such conflict or contact was disclosed.

He then announced the order of the public hearing, as follows:

1) Explanation of subject of the public hearing by City staff.
2) Presentation by the applicant.

3) Opening of the public hearing, at which time the public may provide testimony. The order for those providing testimony will be as follows:
   I. In favor
   II. Neutral
   III. Opposed

4) Rebuttal testimony from applicant. If new facts are elicited, the public must be given an opportunity to comment on any new facts.
5) Close the public hearing.
6) City Council deliberates. No new information may be provided at that time, and questions may be directed only to City staff during deliberations.

Planning and Community Development Director Aaron Qualls provided an introduction to this request, and he and City legal counsel Fonda Jovick fielded questions from the Mayor and City Council.

Jeremy Grimm of Whiskey Rock Planning + Consulting, representative for the Applicants, Tim McDonnell K-M Enterprises of Idaho, LLC, and Derek Mulgrew, M & W Holdings, LLC, provided a presentation. Mr. McDonnell and Mr. Mulgrew, along with Katie Egland Cox, Executive Director of Kaniksu Land Trust, also contributed to Applicants' presentation. Mr. Grimm and the Applicants, along with City staff, Ms. Jovick, and the City's consultants, Phil Kushlan of Kushlan and Associates and Preston Stinger of Fehr & Peers, fielded questions from the Mayor and City Council.

Mayor Rognstad opened the public hearing to accept testimony from members of the public. (Written public testimony received prior to meeting agenda/packet posting was provided in the meeting packet.)

City resident Adrian Cox attended the meeting in person at City Hall and testified in favor of City Council approval of the application.

No one testified who was neutral to the application, and no one testified in opposition.

Mr. Grimm provided a brief rebuttal statement.

Mayor Rognstad closed the public hearing.

City Council deliberated, with City staff, Ms. Jovick and the City's consultants fielding questions.

MAIN MOTION: Councilman Darling made a motion that the Sandpoint City Council, after consideration of the criteria and relevant standards of Idaho Code and Sandpoint City Code, approve the request by Tim McDonnell K-M Enterprises of Idaho, LLC, and Derek Mulgrew M & W Holdings, LLC, for the University Park 152-lot proposed subdivision located at 1904 North Boyer Avenue, parcel ID numbers of RPS00000150751A and RPS00000151250A, and bounded by East Mountain View Drive to the north, North Boyer Avenue to the west, Sand Creek and Fifth Avenue to the east, and BNSF Railway tracks to the south, and authorize the Mayor to execute the development agreement as presented or amended, noting that approval is subject to the following conditions:

1. All Conditions provided in the proposed Development Agreement.

The motion further stated that, based on evidence, records, and testimony, the reasons for approving this request are:

1. Staff has followed the notice procedures applicable to Subdivisions contained in Sandpoint City Code Title 9, Chapter 9.
2. Based on information presented at the hearing and the placement of limitations through conditions, the application is in compliance with the subdivision and zoning requirements in Sandpoint City Code per the following justification(s):

   a. It is substantially in compliance with City Code.

   b. It is substantially in compliance with adopted regulations and rules.

   c. It is not in conflict with the City's Comprehensive Plan.
3. The proposed subdivision is consistent with the overall planning goals and objectives outlined in the Comprehensive Plan.

Councilman Aispuro seconded the motion.

Mayor Rognstad thanked City staff and the Planning and Zoning Commission and thanked the Applicants for their patience, their thorough presentation and their dedication to including open space in their design.

AMENDMENT: Councilman Aispuro made a motion to amend, confirming approval of the preliminary plat, as outlined above, but directing City staff to make adjustments to the proposed Development Agreement, as listed below, and to bring the revised Agreement back to Council for their review and consideration at their next regular meeting.

1) City staff is directed to negotiate with Applicants as to construction timing in order to amend the proposed Agreement to complete final platting by 2025.

2) City staff is directed to amend the proposed Agreement to provide flexibility regarding Applicants' requirement to install a right turn lane on North Boyer Avenue at the project driveway at Ebbett Way, deferring that requirement based on future Phase 4.

3) City staff is directed to amend the proposed Agreement to reflect that Applicants are granted flexibility as to material and design of fencing.

4) City staff is directed to amend the proposed Agreement to eliminate the requirement for the Applicant to remove snow from the new shared multimodal pathway along East Mountain View Drive.

Councilwoman Sherman experienced technical difficulties with remote participation and left the meeting at 8:15 p.m., returning at approximately 8:25 p.m. A quorum was maintained during her absence, and the portion of the discussion she missed was repeated in summary upon her return. She was present during recitation of the motion and amendment and for voting.

Councilman Darling seconded the amendment.

Result:	Passed
Moved by:	Aispuro
Seconded by:	Darling
Voted Yes:	Sherman, Aispuro, Darling, Groat
Voted No:	Ruehle
Abstained:	
Absent:	McAlister

Vote on main motion.

Result:	Passed
Moved by:	Darling
Seconded by:	Aispuro
Voted Yes:	Sherman, Aispuro, Darling, Groat
Voted No:	Ruehle
Abstained:	
Absent:	McAlister

Item Number:	8B **ORDINANCE 1380**
Topic:	Short Term Rental of Dwelling Units

Mayor Rognstad reported that this Ordinance seeks to align Sandpoint City Code 3-12-4(A)(2)(b), emergency egress standards, with current building and fire codes. Council had no questions, and no members of the public present wished to speak on this item.

Mayor Rognstad read the title of the Ordinance, as follows:

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING TITLE 3, CHAPTER 12, SANDPOINT CITY CODE, SHORT TERM RENTAL OF DWELLING UNITS, IN ORDER TO ALIGN EMERGENCY EGRESS STANDARDS WITH CURRENT BUILDING AND FIRE CODES, PROVIDING FOR REPEAL AND SEVERABILITY, AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Motion that the Ordinance pass its first reading by title only and that the Summary is approved.

Result:	Passed
Moved by:	Groat
Seconded by:	Aispuro
Voted Yes:	Sherman, Ruehle, Aispuro, Darling, Groat
Voted No:	
Abstained:	

Absent:	McAlister

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

Result:	Passed
Moved by:	Darling
Seconded by:	Groat
Voted Yes:	Sherman, Ruehle, Aispuro, Darling, Groat
Voted No:	
Abstained:	
Absent:	McAlister

Item Number:	8C Little Sand Creek Watershed - Proposed Use Permit Process

Infrastructure and Development Services Manager Amanda Wilson provided a presentation, followed by discussion, on a proposed permit process that would provide a method for considering requests to use the City-owned watershed, while maintaining water quality of the drinking water source, as well as environmental stewardship. Ms. Wilson relayed a proposed schedule for review and adoption of this process, which will include, at Council's next regular meeting, a presentation of a draft ordinance and accompanying policy and procedure, followed by a period of public input prior to adoption of the final ordinance and policy and procedure. Information only. No Council action.

9. ADJOURN

Mayor Rognstad adjourned the meeting at 9:07 p.m.

I presided over this meeting and can confirm that these minutes, prepared by the City Clerk, were approved by City Council during their regular meeting on November 18, 2020.

Shelby Rognstad, Mayor

Attest: Melissa Ward, City Clerk

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 10 / 30 / 20

Date of meeting 11 / 4 / 20

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

Name of Elected Official, City Employee, Organization, or Citizen making request:

Tim McDonnell of K-M Enterprises of Idaho LLC & Derek Mulgrew of M & W Holdings LLC

Address: P.O. Box 996, Dover, Idaho 83825 (K-M) 809 W Main #303, Spokane, WA 99201 (M & W)

Phone number and email address: 208-290-5341 509-499-0937 jeremy@whiskeyrockplanning.com

Authorized by: Aaron Qualls _____ _____

name of City official *City official's signature*

Subject: PS20-0003: University Park Subdivision Preliminary Approval - Public Hearing

Summary of what is being requested: Request for preliminary approval to subdivide an approximately 75-acre site into 152 lots

The following information MUST be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? ☐ **Yes or** ☑ **No** Budgeted? ☐ **Yes or** ☑ **No**

   If yes, in what way? _____

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action: — Have they been contacted? **Yes or No**

Notice procedures applicable to Subdivisions	Yes
Contained in Sandpoint City Code Title 9, Chapter 9	

3. Is there a need for a general public information or public involvement plan? **Yes or No**

   If yes, please specify and suggest a method to accomplish the plan: _____

N/A

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

5. Have all the affected divisions been informed about this agenda item? ☑ **Yes or** ☐ **No**

This form must be submitted no later than 5:00pm Tuesday the week prior to the meeting. All pertinent documentation for the Council packet must be included.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

SANDPOINT

Staff Report

To:	Sandpoint City Council
Prepared by:	Aaron Qualls, AICP, Planning & Community Development Director
Report:	October 30, 2020
Meeting:	November 4, 2020
Item:	PS20-0003: University Park Subdivision Preliminary Approval - Public Hearing

I. Introduction

Applicants Tim McDonnell of K-M Enterprises of Idaho LLC & Derek Mulgrew of M & W Holdings LLC have applied for preliminary approval to subdivide an approximately 75-acre site into 152 lots. Preliminary plats generally set forth the basic information for the Planning & Zoning Commission and the City Council to determine if the proposed subdivision generally complies with applicable requirements.

On September 15, 2020, the Planning & Zoning Commission held a public hearing and continued deliberations to their meeting on October 6, 2020 at which time a decision was rendered. With one commissioner absent and one commissioner abstaining, the commission voted 5-0 to recommend denial of the plat with the following justifications:

a. Excessive Block Length (prohibited, with exceptions, by City Code §10-1-6-A-5)
b. Double Frontage Lots in Block 1 (prohibited, with exceptions, by City Code §10-1-6-A-7)
c. Street Arrangement (continuation of existing streets as provided in City Code §10-1-6-A-6)

With a new hearing noticed to come before the City Council, the action is considered "de novo" which means that the consideration for the proposal is renewed, and is not limited to the record established by the Planning and Zoning Commission.

Per Sandpoint City Code §9-9-5, notice has been provided to property owners within 300 feet of the parcel boundaries on which the proposal is being considered. Notice has also been posted at the site 7 days in advance of the hearing and a summary has been provided in the official newspaper of general circulation 21 days prior to the hearing date.

Following public testimony and subsequent deliberations, the City Council may take one of the following actions in accordance with Sandpoint City Code §10-1-8 (D):

1. Approve
2. Approve with conditions, including the draft Development Agreement
3. Deny
4. Remand the preliminary plat back to the planning commission

Pursuant to Sandpoint City Code §10-1-8 (D), A written reasoned decision shall be made to reflect the council's decision. If the preliminary plat application is denied, there will not be further consideration of the plat.

II. General Information

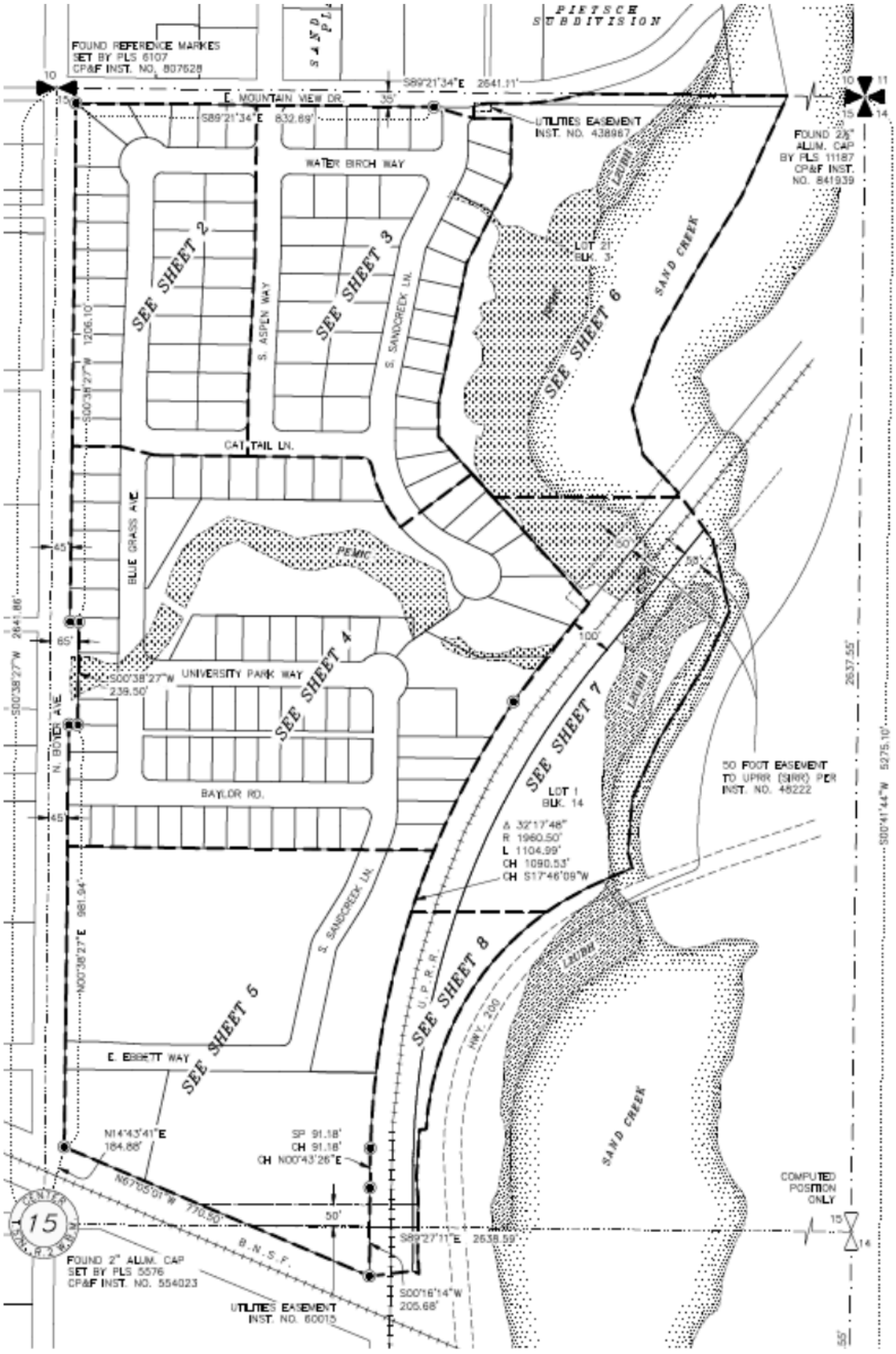
Applicant:	Tim McDonnell K-M Enterprises of Idaho LLC & Derek Mulgrew M & W Holdings LLC
Requested Action:	Hold public hearing, deliberate and take action pursuant to City Code §10-1-8 (D)
Purpose:	To subdivide an approximately 75-acre site into 152 lots. 1 lot would be for commercial use In the Commercial B zoning district. The other 151 lots would be for single family residential use in the Residential single family (RS) zone. NOTE: The application materials provided indicate the intent to retain private open space on 5 of the single family lots.
Location:	Existing structure on northern parcel: 1904 N Boyer Ave. Parcel No. RPS00000150751A & RPS00000151250A. Site bounded by E. Mountain View to the north, N. Boyer Ave. to the west, Sand Creek and 5th Ave to the east, and BNSF Railway tracks to the south.
Size:	Total is approximately 75 acres Lots proposed: 152 total. Lots range from 5,100 sf to 12.3 acres in size.
Existing Zoning & Future Land Use Map Context Areas:	Zone: Residential Single-family (RS) and Commercial B (CB) Context Areas: CA-3, CA-3B, CA-4, Park
Surrounding Land Use and Zoning:	North: Single family homes (RS) South: Industrial/Commercial uses (IBP, IG, and CB) East: Railroad right-of-way, Sand Creek, City Limits West: Single family homes, churches (RS, RM, ITP)
Phasing:	The application includes a phasing plan of four distinct phases. Blocks 10, 12 and 13 of phase 4 in the southern portion of the preliminary plat are intended to be re-platted and rezoned as multifamily and commercial through an independent subdivision and rezone application at a later date. The draft development agreement specifies the required schedule of public improvements for each phase.
Existing Site Conditions	Two-thirds (approximately 47 acres) of the site along Boyer Avenue is relatively flat. Heading east to Sand Creek, the site descends at slopes greater than 15%. Elevations range from 2,110 feet above sea level to the creek-side height of 2,065, a 45-foot change. The site currently contains natural wetlands, drainages, and wooded areas. A wetland delineation provided by the applicant shows a total of 2.05 acres of wetlands in a total of five areas. Access is currently provided on N. Boyer Ave. at the middle of the parcel at the location of the only existing building which served as a research laboratory, office and storage space. The only other known structure is a pump house located at Sand Creek that has provided irrigation to the site from the creek. There are no known soil contaminants on the site.

Property History	The property was formerly owned by the University of Idaho. Established in 1912, the Sandpoint Research and Extension Center was gifted to the University of Idaho for agricultural education and research purposes by T.J. Humbird of the Humbird Lumber Company with the restriction that the property be used solely as an experimental farm for research and demonstration purposes by the State. In 1963, a quit claim deed released all restrictions, including the right of reversion to the Humbird Mill Company for uses other than agricultural education and research. Budget cuts caused the Sandpoint Research and Extension Center to be discontinued in 2010. At the September 6, 2017 City Council meeting, the University announced plans to release interest in the parcel. The site has since been acquired by a private party (applicants).

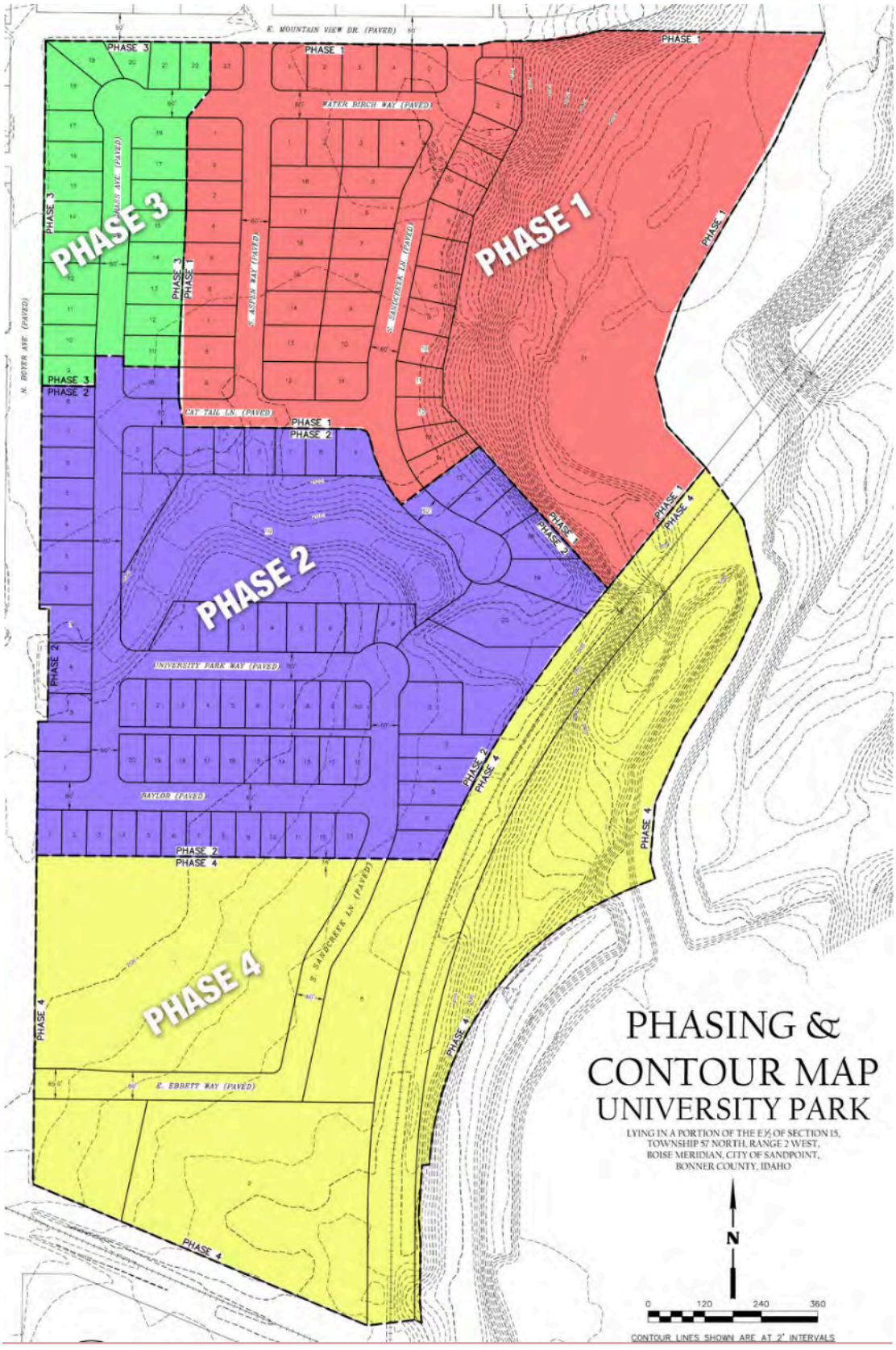
III. Maps

Map 1 - Site Location and Context

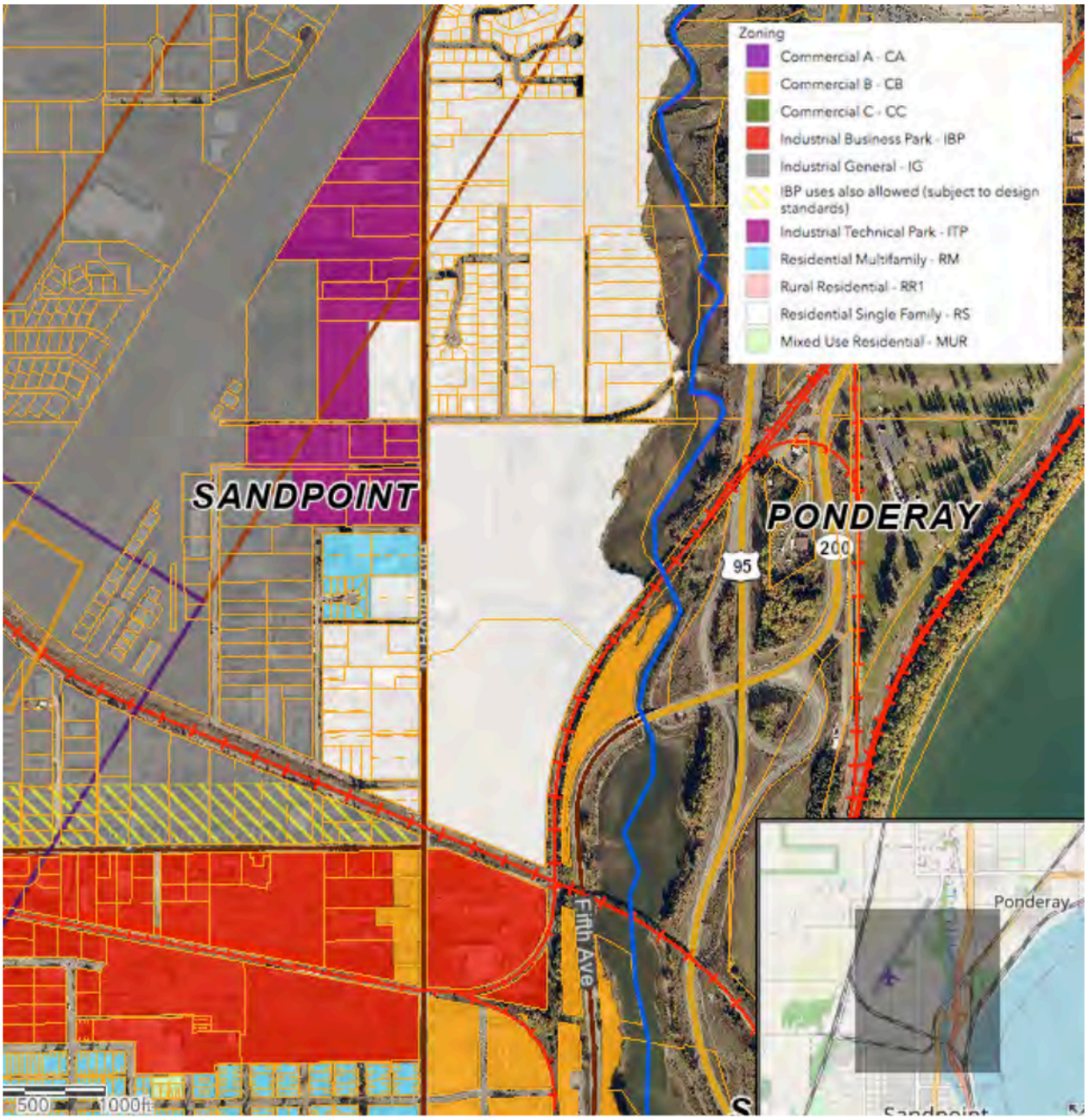
Map 2 - Preliminary Plat



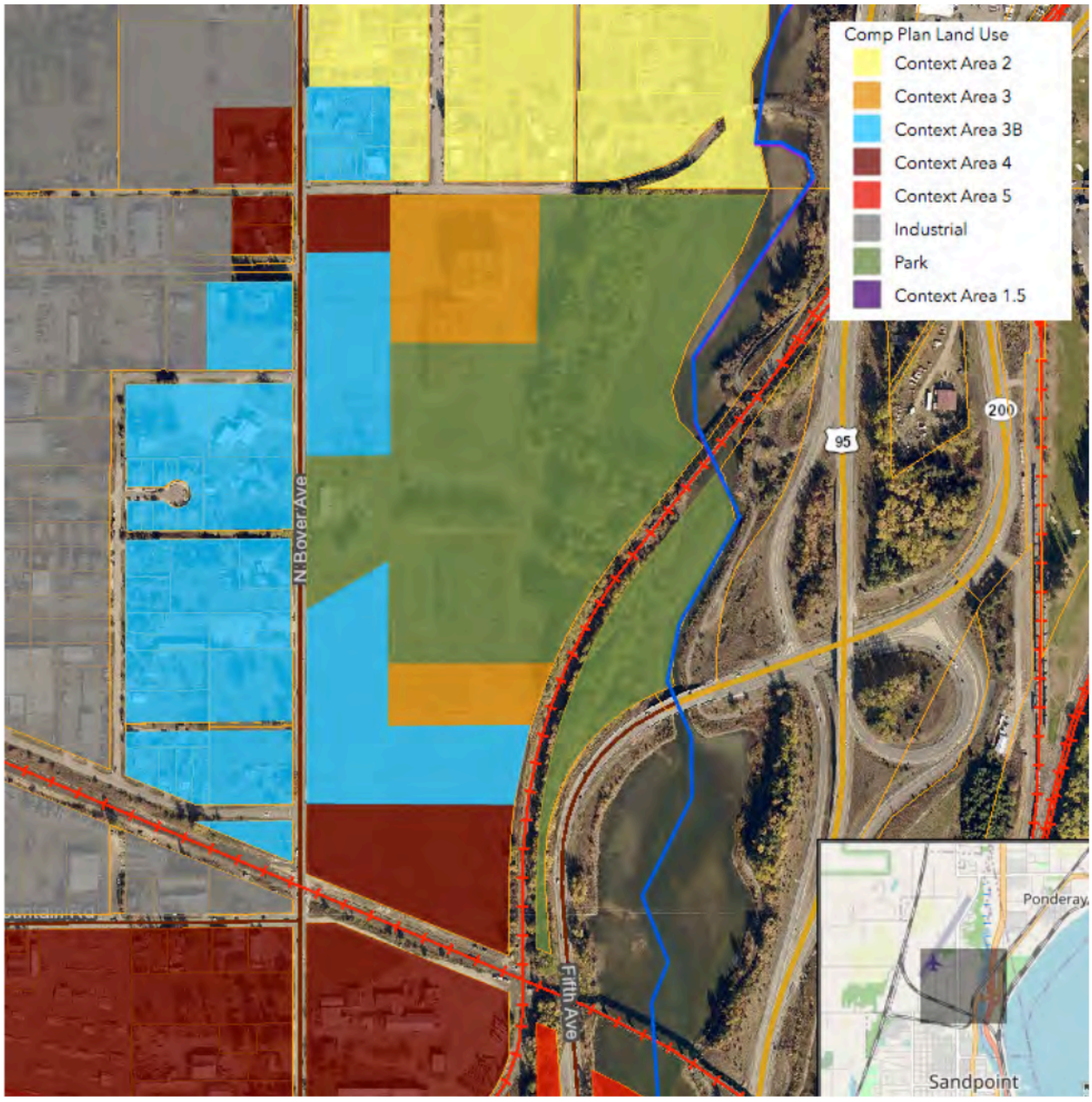
Map 3 - Phasing and Contour Map



Map 4 - Existing Zoning



Map 5 - Future Land Use Map



Map 6 - Traffic Impact Analysis Site Plan

IV. Conformance with existing plans, policies and regulations

A. Comprehensive Plan

1. Future Land Use Designations

Future Land Use designations within the comprehensive plan are designated as "context areas". The site in question contains several future land use map designations, including CA-3, CA-3B, CA-4 as well as parks and open space which overall supports a mix of housing types, commercial uses as well as parks & open space. Residential areas envisioned by the plan allow for smaller lot sizes, smaller setbacks, options for shared open space and the inclusion of attached and detached multi-family units. Neighborhood-compatible retail within certain areas is envisioned to allow for pedestrian focused activities. Both the residential and mixed-use areas the plan visualizes for the site supports a traditional walkable street grid pattern and options for shared open space (see Future Land Use Map above).

Staff Analysis

The future uses, as intended for *all phases* within the application are not in conflict with the plan; however, the use locations proposed in the preliminary plat differ than shown in the Comprehensive Plan. The Land Use Map generally indicates the allowance for more density and use mixed use along N. Boyer Ave. (which would necessitate a rezone) and more open space to the east while the proposed layout provides single family residential along approximately two-thirds of N. Boyer and commercial/mixed uses on the southern one third of the site.

2. New Neighborhoods

Goal H-3 within the comprehensive plan speaks specifically to the establishment of new neighborhoods:

Ensure that new neighborhoods provide the same charm and comfort of Sandpoint's historic neighborhoods.

The following policies apply:

Policy A: Cul-de-sacs and other dead-end streets are discouraged, with a preference instead for traditional grid street patterns. Where cul-de-sacs are allowed, they must provide for continuous, non-motorized connections between streets.

Staff Analysis

A traditional grid street pattern is evident on three internal blocks only and one cul-de-sac is proposed. The plan references the older neighborhoods of Sandpoint for emulation into newly developed areas which are a gridded pattern, typically with block lengths from 300-600 feet in order to provide for more connectivity for all modes of travel. Generally, traditional street grid patterns create shorter distances for pedestrians to travel, thereby increasing walkability (and the associated community

benefits) of an area. They may also help disperse vehicle traffic which may mitigate congestion at a particular intersection. Although there is shown a partial grid system on some of the interior lots , Block 1 along N. Boyer Ave., with a length of close to 2000 feet and no through connection, would not contribute to a grid system.

Traditional street grid patterns are also generally devoid of cul-de-sacs which became popularized in the 1950's, several years after the original platting of Sandpoint's older neighborhoods. Their prevalence throughout a given city or neighborhood can necessitate higher capacity collector or arterial streets to accommodate resulting funneled traffic. The proposed cul de sac within block 3 of the proposed subdivision shows a utility and emergency exit easement only. A connecting, non-motorized path would need to be incorporated in order to conform to this policy.

Policy B: Neighborhood services, public open space and parks shall be connected with multimodal paths.

Staff Analysis

The multi-modal trail along N. Boyer Ave. shall be retained/modified in accordance with the Urban Area Transportation Plan (UATP) and in support of this policy. The application materials provided demonstrate an intent to designate 5 lots within phases 1-3 as open space with a trail connectivity. This expressed intent is included in the application narrative, assumed in the traffic impact analysis and a signed letter of intent with Kaniksu Land Trust that approximates 15 acres of open space for potential dedication. The letter also supports a subsequent pursuit of a trail easement on the commercially zoned lot southeast of the U.P.R.R. (Lot 1, Block 14) which, at some point, could support extension of the existing Community Trail south of Larch Street as conceptually envisioned in the 2016 Highway 2/200 corridor strategy. Should the expressed intent of providing open space and dedication allowing for access by the general public come to fruition, it may align with this policy. At present and however sincere, these are aspirations only and non-binding (lots remain buildable on the plat). The intent to use these lots for private open space and trail easements has not been reflected on the preliminary plat map, generally shown as a common lot(s).

Policy C: Development shall occur with a safe, appropriate street system in a network that provides easy access but does not allow rapid or high-volume traffic to disrupt the neighborhood.

Staff Analysis

Generally, the proposed subdivision would not conflict with this policy so long as applicable standards are met, and conditions related to off-site impacts are implemented.

Policy D: Encourage a variety of housing sizes within a block.

Staff Analysis
A limited variety in housing sizes is supported by the existing RS zone which is not in conformance, as noted above with future land use designations. Should rezoning and further subdivision be later approved for Phase 4, additional density and further variety of housing types may be developed. Phases 1-3 of the preliminary plat reflects a range of lot sizes, from 5,100 SF up to 41,256 SF. Within the existing single-family zoning designation, applicable to the majority of the property, unit sizes are not regulated so long as applicable building codes, setbacks and lot coverage standards are met, with the exception of Accessory Dwelling units (ADUs). ADUs are allowed by right subject to City Code §9-1-8. Under existing single-family zoning, duplexes may also be allowed subject to additional standards, including a minimum lot size of 10,000 sf. A limited number of lots (6) are shown to meet this standard for duplexes in phases 1-3, many of which have been indicated as future open space areas.

Planning Commission Deliberations: Summary of Comprehensive Plan Conformance

In their deliberations, the Planning & Zoning Commission raised several concerns regarding conformity of the proposed subdivision to the comprehensive plan. Particular attention was paid to Block 1, which is proposed along a substantial portion of N. Boyer Ave. Commissioners concurred that the traditional grid street pattern, pursuant to Goal H-3, Policy A, is not provided for due to the proposed block length.

The commission also felt that Traditional Neighborhood Development (TND) patterns would be further conceded by the proposed double frontage lots intended for single family development where resulting buildings would be oriented away from N. Boyer Ave. General concern was expressed that subsequent fencing to the rear of the single-family lots would affect aesthetics and neighborhood character—closing off the proposed development to neighboring areas and be in conflict with the higher densities and mixed-uses prescribed by the predominantly Context Area 3B designation. There was general shared concern that the same “charm and comfort of Sandpoint’s traditional neighborhoods” per Goal H-3 would not emulate older portions N. Boyer Ave. to the south and further suggested a conflict between optimal transportation goals and optimal housing goals.

Although a concern was raised with respect to losing the existing viewshed down to Sand Creek, the commission was overall very supportive of the applicant’s intent, in concert with Kaniksu Land Trust, to provide access to open spaces for the general public. The commission also conveyed support for the applicant in their pursuit to provide badly needed housing on moderate sized lots.

NOTE: *please see additional Commission deliberation summary regarding Transportation*

Plan Conformance at the end of the next section.

B. Urban Area Transportation Plan (UATP)

City Code §10-1-6.A.15 provides that streets shall be designed in accordance with the development standards of the city of Sandpoint. In 2009, City Council adopted (Resolution 09-39) the City of Sandpoint Urban Area Transportation Plan, serving as an incorporated development standard. The UATP includes guidance for developers, access management policy, and traffic impact study requirements, as well as other elements related to capital improvements.

1. Goals & Objectives
   Transportation goals and objectives are provided in Chapter 1 of the UATP, as developed by the inter-community cooperation of five adjacent roadway jurisdictions, interviewed stakeholders, public meeting attendees, officials, and staff. The following goals and objectives are most applicable to new developments at this phase of a project. See Attachment 9 for a complete list of goals and objectives that are generally implemented through other methods, standards, and codes (i.e. zoning).

Goal 1 – Develop access management standards that provide a balance between access to adjoining lands and safe efficient traffic flows.

Objectives (partial):

- Develop access management standards that guide the frequency, location and size of accesses for each street classification.
- Limit the number of approaches onto collectors and arterials in order to minimize conflicts between modes and preserve the function of the multimodal corridor.
- Coordinate roadway access and functional classifications with land use.

Goal 2 – Improve and enhance safety and traffic circulation and preserve an acceptable level of service (LOS) on local street systems.

Objectives (partial):

- Develop an efficient multimodal road network that would strive to maintain an LOS of C (except by resolution D is the adopted LOS) or better for peak hour traffic.
- Provide inter-connectivity among all road and highway systems, preserving the individual community identity
- Identify truck routes to focus truck traffic to a limited number of roads.

Goal 3 – Develop procedures to minimize negative impacts to and protect transportation facilities, corridors, or sites during the development review process.

Objectives (partial):

- Request traffic impact studies on individual development proposals that generate significant traffic in order to evaluate impacts from land use changes.
- Encourage the design and construction of local streets that improve street connectivity.

Goal 5 – Develop access management standards that provide a balance between access to adjoining lands and safe efficient traffic flows.

Objectives (partial):

- Review all development proposals to ensure improvement of existing and installation of additional sidewalks, trails, bicycle paths, and pedestrian ways.
- Ensure that new walkways directly connect residential areas with parks, schools, jobs, shopping, and other pedestrian destinations.

Staff Analysis - Conforming
Applicant performed a detailed Trip Generation / Distribution Letter and a Traffic Impact Analysis (TIA), in accordance with Appendix H of the UATP. A TIA specifies the information and analysis required to determine the number of vehicles (volume) generated by the proposed development and the estimated impacts on the overall network system. The results and recommendations were independently verified by the City's traffic engineer and are included by attachment to staff report. The development agreement incorporates all terms negotiated by staff and applicant intended to address all comments and recommendations, which aligns with key goals related to LOS, number of approaches, connectivity, and multi-modal paths.

2. Appendix E, Developer Packet
Provides a checklist for ensuring design coherence with urban area development standards.

Staff Analysis - Conforming
Complete compliance with the UATP, including street geometry per type of classification (arterial, collector, local, etc.) will occur with engineering and permits to construct. The proposed rights-of-way widths align with UATP standards, except N. Boyer and E. Mountain View which have been adjusted to better balance multimodal (peds/bikes) and site location/actual conditions. See development agreement (DA) and exhibits of DA.

3. Appendix G, Access Management Policy
Access management is the proactive management of vehicular access points to land parcels adjacent to all manner of roadways to promote safe and efficient use of the transportation system. This local policy is consistent with national engineering best practices. The following sections are highlighted in response to questions and comments that arose during the Planning and Zoning Commission public hearings.

Section G.6 – Reverse Frontage *(aka: Double Frontage)*

Lots that front on more than one street shall be required to locate motor vehicle accesses on the street with the lower function classification. When a residential subdivision is proposed that would abut an arterial, it shall be designed to provide lots along the arterial with access from a frontage road or interior local road. Access rights to these lots, to the arterial, shall be dedicated to the roadway jurisdiction and recorded with the deed. A berm or buffer may be required at the rear of arterial-adjacent lots to buffer residences from traffic on the arterial. The berm or buffer shall not be located within the public right-of-way.

Approach Location *(accesses onto North Boyer Ave), partial*

Approaches shall be located so as not to create undue interference with, or hazard to, the free movement of normal street or pedestrian traffic, or cause areas of congestion.

Approach Spacing *(accesses onto North Boyer Ave), partial*

Spacing standards limit the number of driveways on a roadway by mandating a minimum separation distance between driveways. This reduces the potential for collisions as motorist enter or exit the roadway and encourages joint-access, where appropriate. Table G-4 provides the Minimum Intersection and Approach Spacing Requirements, specifying that driveways on a Minor Arterial street shall be a minimum of 200' apart and on Local (Residential) streets allows for access to each lot. The same table, provides that the spacing between intersections on a Minor Arterial shall be no less than 500 feet and provides that the "distances may be increased for downgrades, truck traffic, or where otherwise indicated for the specific circumstances of the site and roadway. In other cases, shorter distances may be appropriate to provide reasonable access, and such decisions should be based on safety and operational factors supported by an engineering study."

Auxiliary Lanes *(turn lanes), partial*

Left-turn movements may pose challenges at driveways and street intersections. They may increase conflicts, delays, and crashes and often complicate traffic signal timing. These problems are especially acute at major roadway intersections where heavy left-turn movements take place, but also occur where left-turn movements pose problems at both driveways and street intersections.

Right-turn movements increase conflicts, delays, and crashes, particularly where a speed differential of 10 mph or more exists between the speed of through traffic and the vehicles that are turning right. An exclusive right-turn into an approach shall be provided where a combination of road street speeds and road right turn volumes into the approach is expected (Table G-5).

Staff Analysis - Conforming

Generally, all elements applicable to the preliminary plat phase appear to conform with this Appendix, as reviewed by City's traffic engineer.

- Reverse (Double) Frontage – states access to lots shall be on local interior streets, not Boyer or Mountain View.
- Approach Location – per TIA, locations of roadway entrances and layout have

been designed to minimized and are intended to prevent interference or congestion with other uses.

- Approach Spacing – spacing exceeds code block lengths based upon engineering study, as confirmed by City's traffic engineer. Existing roadways, truck routes, and railroad proximity further contributed to spacing, per this standard, as incorporated in TIA.
- Auxiliary Lanes (turn lanes) – center two-way left lane proposed by TIA; City requested it be lengthened along full length of N. Boyer to account to better align with this standard. City requested right turn lane on N. Boyer for Ebbett Way entrance to meet this standard. East Mountain View roadway width enables future left turn lane pocket onto N. Boyer with minimal striping changes if conditions warrant.

4. Other Provisions

City Code, Title 7 provides various additional requirements related to right-of-way construction. Resolution 00-22 adopts a number of other manuals, standards, and specifications for public streets and rights-of-way. Conformance with these other provisions is thoroughly assessed during the construction permitting phase of the project whereby detailed engineered plans undergo a review process.

Staff Analysis - Conforming

Conformance with these other provisions is thoroughly assessed during the construction permitting phase of the project whereby detailed engineered plans undergo a review process.

Planning Commission Deliberations: Summary of UATP Conformance

Discussions specific to Street/Right-of-Way Design Standards; Urban Area Transportation Plan (UATP) were generally in regards to the block lengths that is related to the number of access points onto N. Boyer, as well as double frontage lots, location of driveways, and general purpose/applicability of UATP. The related provisions and analysis above are provided to clarify the standards and conformance with the UATP.

The Commission indicated that without a street connecting N. Boyer Ave. to Blue Grass Ave., additional vehicle traffic may be pushed onto E. Mountain View Dr. and that pedestrian access to N. Boyer and the potential future densities and uses to the west may be compromised.

B. Zoning (City Code, Title 9)

Zoning code regulates uses, setbacks, lot sizes, required frontages along streets, and may also contain certain design standards for resulting development.

1. Commercial B Zoning District
   That portion of the site east of the U.P. R. R. (Block 14, Lot 1) is zoned Commercial B which is shown to be retained as a single lot. The Commercial B zone provides for a variety of commercial uses and also allows for housing when integrated into a mixed-use development. The design standards within this zone are intended to provide human scale design, while affording flexibility to use a variety of building styles through setback provisions and architectural detailing requirements. Structures along Sand Creek are required to maintain a 25-foot vegetative setback from the high-water mark of the creek as established at full summertime pool elevation, although certain exemptions may be applied.

2. Residential Single-Family Zoning District
   The resulting lots to the west of the railroad tracks meet the Residential-Single Family (RS) zoning minimum lot size standards (5000 square feet) and frontage standards (50' along public road) as required by City Code §9-4-1-3. Certain development standards within this zone including setbacks, lot coverage, facade and garage standards are applied at the building permit stage. These standards are intended to ensure that there is a physical and visual connection between the living area of the residence and the street and to enhance public safety. A riparian setback of 40 feet applies within the single-family zone which may be reduced to 25 feet when sufficient native vegetation is maintained or provided for. Certain exceptions relating to shoreline access are provided for.

D. Subdivision Standards (City Code, Title 10)

Subdivision code section 10.-1-6 regulates the required public improvements to serve a development, including the overall layout of blocks, streets, pathways, the provision of utilities, design standards and general procedures. The following table provides a snapshot of conformance to certain standards typically evaluated at the preliminary plat stage:

60' Minimum Right Of Way Width - Local Streets	yes
Transportation Plan Conformance	Yes
Right of Way Adjoining Undeveloped Property	Yes
16' Alley width	Yes
Block Length	No (1)
Street Arrangement:	Partial (2)
Double Frontage Lots	Maybe (3)
Public Utility Easement:	Yes
Property Corners	Yes

Curb Corners	Yes
5% Street Grade maximum	Yes
Parks, playgrounds & schools considered	Yes (open space considered / comments from LPOSD solicited
Traffic Analysis	Yes
Private Streets	N/A
Interconnection	Partial (2)
Street Intersections	Maybe (1)(2)(3)

1. Block Length

Per Title 10 of Sandpoint City code, *"Block lengths shall be between three hundred feet and six hundred feet (300' - 600'). The city engineer may approve a longer block if topography limits side street development. Blocks over eight hundred feet (800') in length may be required to have one crosswalk not less than ten feet (10') in width, situated near the center of the block."*

All Block lengths within the proposed subdivision for phases 1-3 meet this standard with the exception of Block 1 and Block 3. Whereas Bock 3 contains steep slopes leading down to Sand Creek which would limit side street development, Block 1 (Figure 1) of the preliminary plat contains a block length of approximately 2000' along N. Boyer Ave. which is classified as an Arterial 3 (Minor Arterial) within the UATP

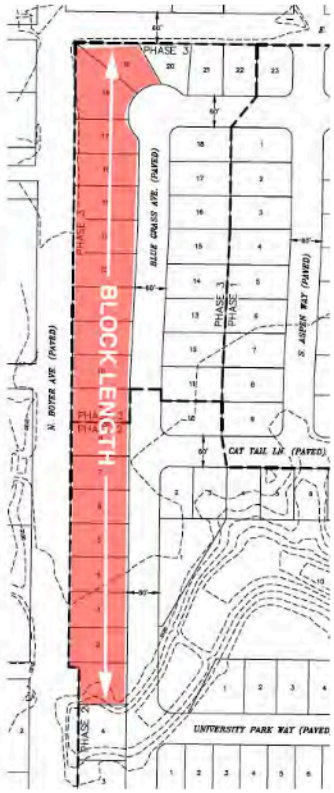


Figure 1 - Block Length

- **Should approval be granted, the City Council will need to provide a justification to support a variance (deviation) from this code standard, which may include conditions as deemed appropriate.**

Considerations:

The required block lengths within Title 10 match those of older neighborhoods of the city, supporting a traditional grid street pattern. It should be noted that certain areas of the city do contain block lengths in excess of 600' but may predate the current version of Subdivision Code which was adopted in 2006.

Following action by the Planning & Zoning Commission, the applicants have agreed to construct and dedicate a 10' multi-modal paved path connecting N. Boyer Ave. to the proposed internal street of Blue Grass Ave. at approximately mid-block of Block 1. This modification is reflected in the draft development agreement. With the 65' frontages proposed on the preliminary plat, sufficient space exists to retain the minimum 50' lot

frontages as required in zoning code with a path dedication. This would mitigate concerns expressed with respect to pedestrian connectivity, but would not meet the explicit requirement of the Subdivision Code. Whether the Council deems a path acceptable or requires a connecting street across N. Boyer Ave. to Culvers Drive, the resulting blocks may not fall below the 600' threshold, however. Should a connecting street be provided and the intended provision of open space on Block 8, Lot 4 be actualized, conformance with the block length standard may be met. However this may not be in strict conformance with the UATP. Additionally, Title 10 also provides that *"Intersections of local streets with arterials shall be minimized and discouraged."*

2. Street Arrangement / Interconnection

   Per Title 10 of Sandpoint City Code, "*The arrangement of streets in new subdivisions or other development shall make provision for the direct continuation of the principal existing streets in adjoining subdivisions (or their proper projection where adjoining property is not subdivided) insofar as they may be necessary for public requirements…"* Additionally, *"Public and private streets, wherever possible, shall provide interconnection with other streets."*

   The preliminary plat has made provision for the direct continuation of two principal existing streets. The preliminary plat shows the continuation of Aspen Way across E. Mountain View Dr. into the northern portion of proposed subdivision. Ebbett Way, located in the southern portion of the site and within Phase 4, is shown to connect across N. Boyer Ave. into the proposed subdivision. No connection has been provided for Culvers Dr., located approximately in the middle of proposed Block 1.

   - **The City Council will need to provide a justification that sufficient provision has been made for interconnection and the direct continuation of the principal existing streets insofar as they may be necessary, should approval be granted as proposed.**

   Considerations:

   As cited above, Title 10 states, "*Intersections of local streets with arterials shall be minimized and discouraged"* although City Code and the UATP is not prohibitive in terms of intersection spacing standards, should a connecting street to Culvers Dr. be required.

3. Double Frontage Lots

   Double frontage lots (Figure 2) are lots in which both the front and the rear of the lot is bordered by a street. Corner lots and lots with an alley or driveway to the rear or lots with a 25' platted common are between the lots and street are not considered to be double frontage lots.

Per Title 10 of City Code, *"…Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this prohibition. Subdivisions providing a platted common space of twenty-five feet (25') or more between any street right of way and any single row of lots shall not be considered to have platted double frontage lots. Common space provided must be landscaped."*

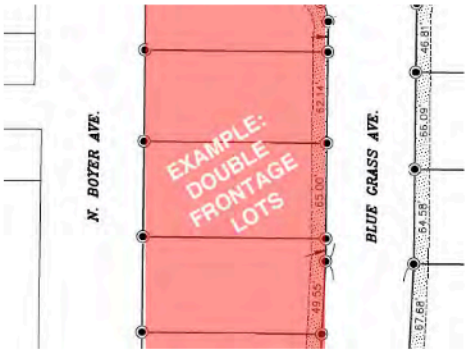


Figure 2 - Double Frontage Lots

The preliminary plat shows double frontage lots both along Block 1 which is predominantly along N. Boyer Ave. and Block 2, which contains 5 lots along E. Mountain View Dr. No platted common space between the street right-of-way and the lots in question is shown on the preliminary plat. Generally speaking, double frontage lots result in limited visibility or integration with the street to the rear of resulting lots.

- **The City Council will need to provide a justification that it is undesirable to meet this prohibition, per city code cited above, to support the allowance of double frontage lots in Block 1 and Block 2, should approval be granted as proposed.**

Considerations

North Boyer Ave. is classified as an Arterial 3 (Minor Arterial) within the UATP which specifically address double frontage lots and minor arterials. Per Section G.6 of the UATP, *"When a residential subdivision is proposed that would abut an arterial, it shall be designed to provide lots along the arterial with access from a frontage road or interior local road."* The UATP also provides that designated streets should provide for 150 feet between intersecting driveways and also states, *"A berm or buffer may be required at the rear of arterial-adjacent lots to buffer residences from traffic on the arterial. The berm or buffer shall not be located within the public right-of-way".* The allowance of double frontage lots for Block 1 provides for the orientation of driveways for resulting single-family homes (as currently zoned) to be oriented away from N. Boyer Ave., which would include the multi-modal path. As designed, the double frontage lots on Block 1 are supported by the UATP.

In consideration of the Planning & Zoning Commission concerns expressed in their deliberations regarding aesthetics that may result from the allowance of double frontage lots, language has been incorporated into the draft development agreement requiring a wall with specific detailing standards and landscaping or public art intended to mitigate visual impacts along N. Boyer Ave.

V. Decision

1. **Summary of Planning & Zoning Commission Action**
   The commission voted 5-0 to recommend denial of the plat, concluding through their deliberations that the proposed preliminary plat was not in compliance with Subdivision Standards within Title 10 of Sandpoint City Code and was not consistent with the overall panning goals and objectives outlined in the Comprehensive Plan. The Commission Provided the following justifications:

   a. **Excessive Block Length** (prohibited, with exceptions, by City Code §10-1-6-A-5)

   b. **Double Frontage Lots in Block 1** (prohibited, with exceptions, by City Code §10-1-6-A-7)

   c. **Street Arrangement** (continuation of existing streets as provided in City Code §10-1-6-A-6)

   The Commission deliberated that these three interrelated standards are intended to implement various goals and policies reflected in the comprehensive plan. They concluded that comprehensive plan policies that support traditional neighborhood development patterns, multi-modal connectivity, aesthetics and integration of the development with the surrounding area would be compromised along N. Boyer Ave. if the above standards were not adhered to.

2. **Applicant's Modification Following Commission Action**
   a. The applicants have agreed to construct and dedicate a 10' publicly dedicated path to connect proposed Blue Grass Ave. to N. Boyer Ave.
   b. The applicants have proposed a 6' wooden fence along N. Boyer Ave.

3. **Development Agreement**
   a. Purpose:
      To provide certain express terms, conditions and agreements, which the parties wish to memorialize as applicable to the subdivision, as noted throughout this report.
   b. Current Status:
      Following the Planning & Zoning Commission hearing, applicant and city staff have renegotiated terms to better address concerns and feedback from previous public hearing. Additionally, exhibits providing visual clarification have been incorporated into the Revised Development Agreement.

V. Action

If Approving:
"I move the Sandpoint City Council, after consideration of the criteria and relevant standards of Idaho Code and Sandpoint City Code, **APPROVE** the request by Tim McDonnell K-M Enterprises of Idaho LLC & Derek Mulgrew M & W Holdings LLC for the University Park 152-Lot proposed subdivision located at 1904 N Boyer Ave. with parcel ID numbers of RPS00000150751A & RPS00000151250A and bounded by E. Mountain View to the north, N. Boyer Ave. to the west, Sand Creek and 5th Ave to the east, and BNSF Railway tracks to the south and authorize the mayor to execute the development agreement as presented / amended. Approval is subject to the following conditions:

1) All Conditions provided in the attached development agreement
2) _____
3) _____

Based on evidence, records, and testimony, the reasons for approving this request are:

1. Staff has followed the notice procedures applicable to Subdivisions contained in *Sandpoint City Code* Title 9, Chapter 9.
2. Based on information presented at the hearing and the placement of limitations through conditions, the application is in compliance with the subdivision and zoning requirements in *Sandpoint City Code* per the following justification(s):
    a. _____
    b. _____
3. The proposed subdivision is consistent with the overall planning goals and objectives outlined in the Comprehensive Plan.

If Denying:
"I move the Sandpoint City Council, after consideration of the criteria and relevant standards of Idaho Code and Sandpoint City Code, **DENY** the request by Tim McDonnell K-M Enterprises of Idaho LLC & Derek Mulgrew M & W Holdings LLC for the University Park 152-Lot proposed subdivision located at 1904 N Boyer Ave. with parcel ID numbers of RPS00000150751A & RPS00000151250A and bounded by E. Mountain View to the north, N. Boyer Ave. to the west, Sand Creek and 5th Ave to the east, and BNSF Railway tracks to the south. Based on evidence, records, and testimony, the reasons for approving this request are:

1. Staff has followed the notice procedures applicable to Subdivisions contained in *Sandpoint City Code* Title 9, Chapter 9.
2. Based on information presented at the hearing the application is not in compliance with the subdivision requirements of City Code per the following justification(s):

a. _____
b. _____

3. The proposed subdivision is not consistent with the overall planning goals and objectives outlined in the Comprehensive Plan.

VI. Application History

1/16/20	Pre-application Conference
6/1/20	Application Submittal
8/4/20	Application Acceptance
8/22/20	Notice Date for Planning Commission Hearing
9/15/20	Planning Commission Hearing
10/6/20	Planning Commission Action
10/13/20	Notice Date for City Council Hearing

VII. Attachments/Links

1. Property Deed History
2. Applicant Exhibits
3. Revised Draft Development Agreement
4. Letter of Intent from Kaniksu Land Trust
5. Planning & Zoning Commission Minutes from 9/15/20 Public Hearing and 10/6/20 Decision
6. Summary of Planning & Zoning Commission Public Hearing
7. Complete 9/15/20 Public Hearing Packet, including all application submittals, as provided to the Planning & Zoning Commission: https://www.sandpointidaho.gov/PS20-0003
8. Written Public Comments Received Prior to Council Public Hearing Posting
9. Required Public Notices
10. Urban Area Transportation Plan Goals and Objectives

City Council Attachment - 1
Property Deed History

STATE OF IDAHO }
County of Bonner } SS.

I hereby certify that the within instrument was filed for record in the office of the County Recorder of said County, on the 7th day of Nov. A. D. 1913, at 2 o'clock and 17 minutes P. M., at the request of L. A. Crawford and recorded on page 546 of Book 36 of Deeds.

Robt. S. McCrea, County Recorder. By S. G. Yoder, Deputy. 1.50 Paid.

COMPARED
Indexed

No. 27713.

THIS INDENTURE, made this 12th day of July, in the year of our Lord One thousand nine hundred and thirteen, between the Humbird Lumber Company of the County of Bonner and State of Idaho, Party of the first part; and the State Board of Education and Board of Regents of the University of Idaho, party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the benefits to be derived by the Community from the work carried on by an experimental farm, has donated, given, remised, released, alienated and confirmed unto the said party of the second part all of the following described real estate, situated in the County of Bonner and State of Idaho, to-wit:

All of the East Half of section Fifteen, Township Fifty Seven North, Range Two West B. M. lying west of Sand Creek, and north of the present wye or railroad track connecting the Northern Pacific, the Spokane International and the Great Northern Railways, less rights of way of record and county roads; containing approximately one hundred seventy acres.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part, so long as it be used as an expermental farm for demonstration purposes by the State of Idaho, but in case it is not so used for a period of time exceeding two years at any one interval, then said property is to revert to the party of the first part.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises together with the appurtenances, unto the party of the second part, to their successors. And the said party of the first part, and its successors and assigns, the said premises in the quiet and peacable possession of the said party of second part, its successors, against the said party of the first part, its successors and assigns, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name and its corporate seal hereunto affixed the day and year first above written.

Witnesses as to T. J. Humbird:
J. A. Humbird
T. L. Greer

Witnesses as to W. H. Farnham
W. D. Vincent
W. J. Smithson

HUMBIRD LUMBER COMPANY
By T. J. Humbird
President

W. H. Farnham
Assistant Secretary

(Corporate Seal)

520 48451

QUIT CLAIM DEED

This Quit Claim Deed, made, executed and delivered by and from G. F. Jewett, T. J. Rumbird, N. B. Holter, W. F. Larrabee and F. W. Reimers being the last Board of Directors and Statutory Trustees of the Rumbird Lumber Company, a default Washington corporation which forfeited its right to do business in the State of Idaho on December 1, 1947, hereinafter called the Grantors, and the Regents of the University of Idaho, a corporation organized and existing under and by virtue of the Constitution of the State of Idaho hereinafter called the Grantee, Witnesseth:

That the Grantor above named, and in their capacity as Statutory Trustees for the Rumbird Lumber Company, a corporation which no longer exists, have and by these presents hereby do remise, release and forever quit claim unto the Regents of the University of Idaho all their right, title, estate and interest in and to the following described real property situated in Bonner County, Idaho:

All of the East half of Section Fifteen (15), Township Fifty-seven (57) North, Range Two (2) West Boise Meridian, lying west of Sand Creek and North of the present Wye or railroad track connecting the Northern Pacific, the Spokane International and the Great Northern Railways, less rights-of-way of record and county roads; containing approximately 170 acres.

This instrument is executed for the purpose of relinquishing and releasing unto the Regents of the University of Idaho the rights of reversion reserved unto the Rumbird Lumber Company in that certain Warranty Deed in favor of the University dated July 12, 1913 and recorded November 8, 1913 in Book 26 of Deeds at page 547 of the Records of Bonner County, State of Idaho, wherein and whereby it was provided that in event said real property should at any time cease to be used as an experimental station, then title to the same should revert to the Grantor; which said contingent remainder is by this instrument voided and

forever released unto the Grantee above named

WITNESS our hands and seals the day and year first above written.

G. F. Jewett (SEAL)

T. J. Humbird (SEAL)

N. B. Holter (SEAL)

W. F. Larrabee (SEAL)

F. W. Reimers (SEAL)

Being all of the last Board of Directors and Statutory Trustees for the Humbird Lumber Company, a defunct corporation.

STATE OF WASHINGTON)
County of Spokane) ss.

On this 23 day of Nov., in the year 1953, before me, E. W. HOVIG, a Notary Public in and for the State aforesaid, personally appeared G. F. Jewett known to me to be one of the persons whose names are subscribed to the above and foregoing Warranty Deed as a member of the last Board of Directors and as Statutory Trustee for the Humbird Lumber Company, a defunct corporation, and acknowledged to me that he executed the same as such ex-Director and Statutory Trustee.

WITNESS my hand and official seal the day and year last above written.

NOTARY PUBLIC

Notary Public, residing at Spokane, Washington

My commission expires Mar 23 1957

City Council Attachment - 2
Applicant Exhibits

Whiskey Rock Planning + Consulting
Rural West Specialist
614 Creekside Lane
Sandpoint, ID 83864
208.946.99444 | www.whiskeyrockplanning.com

MEMORANDUM

TO: Aaron Qualls
Planning & Community Development Director
City of Sandpoint
1123 Lake Street
Sandpoint, ID 83864

FROM: Jeremy Grimm
Whiskey Rock Planning + Consulting

DATE: October 30, 2020

SUBJECT: Supplemental University Park Preliminary Subdivision Application Information

Mr. Qualls, the following commentary is provided in an effort to further supplement our application for Preliminary Plat approval of the University Park subdivision which is to be considered by the Sandpoint City Council on November 4th, 2020. In light of the extraordinary time that has passed since the submission of our application (6 months), we would like to bring you up to speed on a number of developments which have occurred and that will potentially impact the function, integration and overall layout of our proposal.

The property owners and developer are a 4th generation Sandpoint family. Their focus throughout this process has been to develop this property in a way that both respects its history and provides the opportunity to expand the quantity of housing in town. Particular attention has been given to design the subdivision with over 1/3rd of the lots being less than 6,500 sq. ft., thereby reducing the overall cost of housing by minimizing one of the largest components of housing cost, the land area per lot.

The most significant change with the proposal is the exciting news that through negotiations with Kaniksu Land Trust, over 16.5 acres of developable land have been positioned for permanent protection through a fee simple land dedication which is expected to occur once Preliminary Plat approval has been secured. The resulting legacy of this action will provide future generations access to the largest parcel of undeveloped open space in the City and will protect over 1,300 liner feet of Sand Creek shoreline from future development.

In addition to this tremendous news, we would like to take a moment to review and address the numerous concerns raised by the Sandpoint Planning Commission during their September 15th, 2020 hearing and consideration of our application.

As you are aware, land use decisions and the regulation of property rights are broken down by two distinct decision making approaches which are in part guided by plans – with visionary, aspirational characteristics and by ordinances, with objective and clear standards. The subdivision of land falls into the nondiscretionary grouping. The authority for subdivision approvals is distinct from the authority for zoning approvals in that decisions on approval or denial of preliminary or final plats may be made **only** on the

basis of standards explicitly set forth in the subdivision ordinance and governed by Sandpoint Code Title 10. To this point we would like to emphasize the following as applicable to the submitted design and layout of our application for University Park.

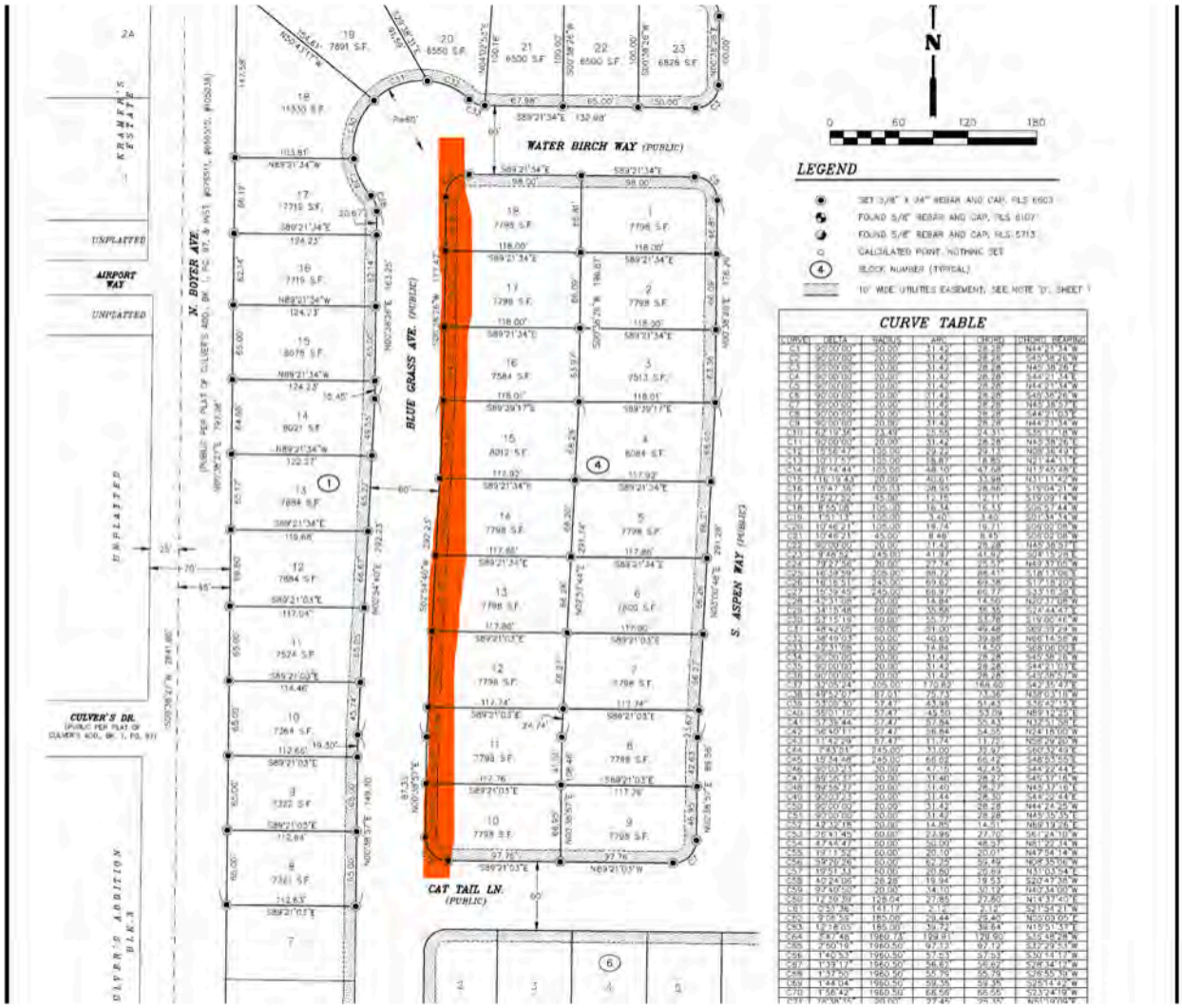
On October 6, 2020 the Sandpoint Planning Commission identified the following specific findings of fact and conclusions of law and as a result recommend denial of our application:

1. Excessive Block Length (prohibited, with exceptions, by City Code §10-1-6-A-5)
2. Double Frontage Lots in Block 1 (prohibited, with exceptions, by City Code §10-1-6-A-7)
3. Street Arrangement (continuation of existing streets as provided in City Code §10-1-6-A-6)

We categorically disagree with these findings and offer the following rebuttal to their observation and the language in the staff report.

The issue of excessive block length is subjective and arbitrary. Sandpoint Code does not provide objective direction on how block length is defined. Although the 2,000 foot block length has been illustrated in the staff report and was relied upon in the findings of the Planning Commission, we counter that if one simply look at the eastern side of proposed Blue Grass Ave. (highlighted image below) it is comprised of a 556' long block bounded by proposed Water Birch Way and Cat Tail Lane. The mythical issue of a 2,000' long block could be viewed as irrelevant if one considers the Boyer Avenue perimeter as the exterior of the subdivision, and not part of an integrated street network where block lengths would apply. Further, Sandpoint Code 10-1-6-5 states "***Blocks over eight hundred feet (800') in length*** *may be required to have one crosswalk not less than ten feet (10') in width, situated near the center of the block*.", thereby clearly authorizing exceptions to any strict application or interpretation as has been put forth by staff.

In an effort to address this potential concern, we are prepared and agreeable to dedicating a 10' wide paved easement mid-block to provide access between Blue Grass Avenue and the Class 1 multimodal pathway adjacent to Boyer Avenue. Doing so will ensure additional permeability and will provide direct nonvehicular access to the development.



The issue and discussion of Double Frontage Lots we feel is similarly subjective and arbitrary. In fact there is no clear definition as to what comprises a double frontage lot as is obvious when one applies the definition found in the American Planning Association *A Planners Dictionary*:

> *An interior lot having frontage on two parallel or approximately parallel streets. For the purposes of this definition,* ***a lot which has been denied access to one of the parallel or approximately parallel streets shall not be deemed a double frontage lot.*** *(Newark, Calif.)*

The specific lots called out by the Planning Commission and also in the staff report as “Double Frontage” in fact are expressly designed with access to the interior streets of the subdivision (Blue Grass Avenue and Water Birch Way). As a result, and as was our intent with the design, these are not double frontage lots because they will not have vehicular access from more than one side (frontage). We contest the interpretation by staff that the proposed development includes any double frontage lots.

Finally, the concern over the Street Arrangement within the Proposed University park Subdivision is another item that we feel has had subjective and arbitrary weighting especially when considering the guidance and policies of the adopted Urban Area Transportation plan. The UATP specifically calls for limiting the access points along Boyer Avenue due to its classification (Truck Route) and calls to minimize impacts to sidewalks and multimodal pathways thought the creation of more numerous intersections and crossings.

In short, we feel that the developed plans for University Park as presented in our Preliminary Plat application meet the objective criterial identified in Title 10 along with being very consistent with the **2018 Community Visioning Report** developed for the property by the city. With an approval, the City of Sandpoint will be taking the most significant step toward addressing our critical housing shortage which will benefit area employers, residents and will support the overall economic health and diversity of our community.

Sincerely,

Jeremy Grimm

Owner, Whiskey Rock Planning + Consulting

City Council Attachment - 3
Revised Draft Development Agreement

SANDPOINT

SUMMARY/ EXPLANATION OF CONDITIONS

PS20-0003: University Park Subdivision Preliminary Approval - Public Hearing

I. Introduction

Applicants Tim McDonnell of K-M Enterprises of Idaho LLC & Derek Mulgrew of M & W Holdings LLC have applied for preliminary approval to subdivide an approximately 75-acre site into 152 lots. The Staff Report provides reference to a Development Agreement intended to formalize the conditions, if approved. Enclosed is a Development Agreement. The purpose of this Cover Sheet is to provide a nexus between the analysis, included conditions and the intent.

II. Explanation of Conditions – Section 12 of Development Agreement

a. Detailed analysis will occur throughout the subdivision process. The analysis of layout, design, engineering and other factors may result in the need to revise a variety of plan elements. In addition, revisions may be necessary at the time of construction improvement plans. If CITY staff determines the revisions are substantial, these changes will require an amendment to the AGREEMENT. If the CITY staff determines that the revisions are minor, the changes may be approved, disapproved, or approved with conditions administratively. The authority to make the determination of when a revision is minor versus substantial is the CITY's.

   Purpose/Intent: *construction plans are engineered after preliminary plat approval; this condition provides necessary flexibility to accommodate final approval of plans and permit issuance, while providing parameters for substantial verses minor changes.*

b. The 20' wide utility and emergency exit easement shown on the preliminary plat (sheet 4) shall also contain a publicly dedicated pedestrian easement which shall include a minimum 10' wide paved path to provide connection between what is shown to be both legs of S. Sand Creek Lane. If final utility plans necessitate access for maintenance, the access shall be capable of accommodating CITY maintenance vehicles.

   Purpose/Intent: *This requirement provides for adherence to Comprehensive Plan Goal H-3, Policy A: "Cul-de-sacs and other dead-end streets are discouraged, with a preference instead for traditional grid street patterns. Where cul-de-sacs are allowed,*

they must provide for continuous, non-motorized connections between streets." The connectivity also aligns with multiple goals/objectives of the UATP.

c. DEVELOPERS shall provide a publicly dedicated pedestrian easement which shall include the construction of a minimum 10' wide paved path to provide connection between North Boyer Avenue and Blue Grass Avenue. The location of the pedestrian easement shall be approved by the CITY.

Purpose/Intent: *The location of this easement and constructed trail would be located through Block 1 of the proposed plat in order to reduce travel distances for non-motorized travel to and from N. Boyer Ave, consistent with multimodal connectivity goals and objectives of the UATP The pathway was proposed in lieu of connecting Blue Grass Lane through to North Boyer Avenue, minimizing approaches onto the arterial, consistent with the UATP.*

d. DEVELOPER shall provide a northbound right turn lane on North Boyer Avenue at the project driveway at Ebbett Way, no later than 2025.

Purpose/Intent: *The City's traffic engineer recommended this condition to provide storage capacity for vehicles holding for pedestrians at the crossing while allowing free flow of vehicles on Boyer. This is also warranted by Idaho Transportation Department standards and Appendix G (Table G-5) of the UATP.*

e. DEVELOPERS shall make full improvements to urban standards to North Boyer Avenue as defined by CITY as specified below:

1. Prior to a certificate of occupancy being issued on Phase II, but no later than 2025, the Developer is to reconstruct the eastern portion of the North Boyer Avenue right-of-way along the property frontage, in general accordance with Exhibit B (concept plan/section – not for construction). The Developer shall obtain a construction permit, including CITY approved for construction plans. Construction plans shall provide completed engineered roadway design. Any and all utility relocations required as a result of these improvements are the responsibility of the Developer.

Purpose/Intent: *The UATP (Table 7-3) provides roadway typical sections, including a minimum 42-foot width for arterials and reference to various "typical sections." The purpose of this condition was to agree upon a total paved width of 40-feet, the lane widths, accommodation of a two-way left turn lane (center turn lane), and right-of-way improvements. This exhibit places a greater emphasis on multi-modal*

considerations than what is provided as a typical Arterial roadway in the Urban Area Transportation Plan. The condition establishes the general intent, but also provides necessary flexibility to accommodate final engineering design.

2. Frontage improvements at this location shall be in accordance with CITY Code and standards. Developer shall construct a six (6) foot high masonry wall along the entire frontage of North Boyer Avenue located on private property to provide for visual interest along the edge of the development which shall be maintained in perpetuity by the HOA. The wall shall have recesses and/or projections at intervals not to exceed fifty (50 feet) which shall be sufficient in depth to accommodate landscaping and/or public art. Further, the wall 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. The specific design of the wall shall be approved by CITY. Minor variations in the standards above may be authorized, so long as the purpose of the requirement is met. The CITY reserves the right to seek input from a volunteer citizen committee to review designs submitted.

   Purpose/Intent: *The intent of this condition is to partially address Planning Commission Deliberations regarding the visual interest along N. Boyer Ave. and to protect future residents from traffic noise impacts typically associated with arterial streets. This requirement is supported by Sandpoint City Code §10-1-7.L: "Fencing may be required around portions of the exterior boundaries of a subdivision."*

3. The CITY of Sandpoint shall be responsible for snow removal on the shared pathway(s).

   Purpose/Intent: *The City currently removes snow from the shared pathway along N. Boyer Ave. and intends to continue to do so in the future.*

f. DEVELOPERS shall make full improvements to urban standards to East Mountain View Drive, as defined by CITY as specified below:

1. Prior to a certificate of occupancy being issued on Phase I, Developer to reconstruct the southern portion of the East Mountain View Drive right-of-way along the property frontage, in general accordance with Exhibit B (concept plan/section – not for construction). The Developer shall obtain a construction permit, including CITY approved for construction plans (engineered roadway design by DEVELOPER).

Purpose/Intent: *The UATP proposes East Mountain View as an arterial in future conditions due to the potential connection of East Mountain View to the byway. This vision no longer exists and strict conformance with the UATP on this road was deemed unreasonable by staff and therefore, a revised vision was required. The exhibit provides multi—modal and parking considerations recognizing the proximity to recreational trails. With the street width provided, flexibility is provided to restripe the roadway to add a dedicated left turn lane in the future if warranted (at the expense of some parking). The condition establishes the general intent, but also provides necessary flexibility to accommodate final engineering design.*

2. Frontage improvements at this location shall be in accordance with CITY Code and standards. Developer shall construct a six (6) foot high masonry wall along the entire frontage of East Mountain View Drive located on private property to provide for visual interest along the edge of the development which shall be maintained in perpetuity by the HOA. The wall shall have recesses and/or projections at intervals not to exceed fifty (50 feet) which shall be sufficient in depth to accommodate landscaping and/or public art. Further, the wall 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. The specific design of the wall shall be approved by CITY. Minor variations in the standards above may be authorized, so long as the purpose of the requirement is met. The CITY reserves the right to seek input from a volunteer citizen committee to review designs submitted.

   Purpose/Intent: *The intent of this condition is to partially address Planning Commission Deliberations regarding the visual interest along E. Mountain View Dr. This requirement is supported by Sandpoint City Code §10-1-7.L: "Fencing may be required around portions of the exterior boundaries of a subdivision."*

3. The DEVELOPER shall be responsible for snow removal on the shared pathway.

   Purpose/Intent: *City snow removal resources are limited and taking on additional responsibilities would be difficult. Snow removal along the E Mountain View shared pathway would be the responsibility of the adjacent property owners (HOA) in accordance with City Code requirements.*

g. DEVELOPERS shall pay their "Fair Share" allocation of the cost of signalization of North Boyer Avenue and Baldy Mountain Road as specified below:

i. Prior to issuance of any permit for construction, the Developer shall pay a lump sum amount of $87,360 as an extraordinary impact fee (CITY Code 12-1-12), for system improvements at the intersection of North Boyer Ave/Baldy Mountain Road, specifically to provide signalization. This amount represents development's fair share contribution of 21.84% at this location, resulting from the development, calculated in accordance with the methodology described in the adopted Urban Area Transportation Plan (UATP). The total calculated system improvements at this location include engineering and public infrastructure, and exclude possible right-of-way acquisition and railroad improvements due to the lack of a preliminary design validating the necessity of either.

Purpose/Intent: *Based on the TIS, the development is likely to contribute to excessive delays at the intersection. The fair share contribution was calculated in accordance with the TIS Requirement portion of the UATP. Staff prepared the cost estimate of the improvements based on review of City and ITD bid tabulations for similar projects. An extraordinary impact fee is an impact which is reasonably determined by the city to:*

1. Result in the need for system improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by section 67-8214(2), Idaho Code;

2. Result in the need for system improvements which are not identified in the capital improvements plan;

3. Have an impact which results in a lower than acceptable level of service

h. DEVELOPERS shall pay their "Fair Share" allocation of the cost of signalization of US 2 and Larch Street as specified below:

i. Prior to issuance of any permit for construction, the Developer shall pay a lump sum amount of $6,703.20 as an extraordinary impact fee (CITY Code 12-1-12), for system improvements at the intersection of US-2/Larch Street, specifically, to provide additional and dedicated turn lanes for eastbound and westbound motorists. This amount represents the development's fair share contribution of 2.45% at this location, resulting from the development, calculated in accordance with the methodology described in the adopted Urban Area Transportation Plan (UATP). The total calculated system improvements at this location include engineering and public infrastructure; sufficient right-of-way exists for necessary system improvements.

Purpose/Intent: *The intersection currently operates below the acceptable level of service (LOS). The intersection will continue to operate at unacceptable levels in the future absent any mitigation. The fair share contribution was calculated in accordance with the TIS Requirement portion of the UATP. Staff prepared the cost estimate of the improvements based on review of City and ITD bid tabulations for similar projects.*

i. Development of the lots will be subject to all current requirements in place at the time of permit application.

Purpose/Intent: *This provision clarifies that future development on resulting lots is not subject to standards at the time the subdivision was approved, but at the time a permit is applied for on any given lot.*

j. The DEVELOPERS shall maintain compliance with the United States Environmental Protection Agency's Construction General Permit (CGP) throughout development. Failure to comply with the terms of the CGP may result in orders to stop work by the CITY or others.

Purpose/Intent: *Ground disturbance of an acre or more requires permitting by the EPA. It is the applicant's responsibility to obtain authorization by the EPA for coverage under the CGP.*

k. DEVELOPERS and/or owners of individual lots shall be required to pay impact fees prior to issuance of a building permit(s) at the current rate adopted by CITY Council at the time of building permit issuance.

Purpose/Intent: *This provision clarifies that future development on resulting lots is not subject to standards at the time the subdivision was approved, but at the time a permit is applied for on any given lot.*

l. In the event the DEVELOPERS do not proceed with the Final Plat, the DEVELOPERS shall provide the CITY a 30-foot wide utility easement(s), as the CITY deems necessary to access, operate and maintain any functionally complete and accepted Required Public Infrastructure.

Purpose/Intent: *A 30-foot wide utility easement is the minimum width required to assure the City can property maintain parallel water and sewer mains.*

m. The DEVELOPER shall not be responsible for additional off-site improvements beyond the terms of this Development Agreement unless the actual or estimated average daily trips (ADT) (weekday or weekend) exceeds the number of trips included in the DEVELOPERS final Trip Generation and Distribution letter; future land use actions may require submission of a current TGDL.

Purpose/Intent: *This condition provides the developer with certainty that they will not be asked to fund improvements not otherwise identified in this agreement if daily trip counts are at or below the projections in the final TGDL.*

n. The DEVELOPERS shall adequately maintain all stormwater conveyance and treatment systems, in accordance with the Stormwater Permit issued by the CITY, in perpetuity, and shall transfer such maintenance to future, individual property owners and/or another entity by executing subdivision covenants, conditions, and restrictions.

Purpose/Intent: *City Code requires that the applicant provide an Operations and Maintenance Plan to ensure the long-term maintenance of the stormwater management system. This condition ensures that the City will not be responsible for maintaining the site stormwater system outside of the right-of-way and specifies that the developer is responsible for ensuring future property owners are aware of their responsibilities.*

o. DEVELOPERS shall confirm capacity of existing sewer lift station and upgrade as specified below:

i. Based upon the submitted report, the CITY does not anticipate that upsizing will be required. However, depending upon the results of an approved report, the Developer shall be responsible for the project costs associated with upsizing and/or other necessary upgrades, as determined by the CITY Engineer.

Purpose/Intent: *The developer has shown that the existing lift station has sufficient capacity to handle the increased flows from the development. Developer shall be responsible for all work necessary to route sewer from the development into the lift station.*

p. DEVELOPERS shall demonstrate compliance with wetland requirements.

i. Prior to issuance of any permit for construction impacting wetlands, the Developer shall provide evidence of authorization issued by the United States Army Corps of Engineers and including, receipt of payment for any required wetland credits.

Purpose/Intent: *This ensures compliance with federal regulations.*

q. DEVELOPERS shall demonstrate to CITY that they have applied to Bonner County for a Reservation of Street Names for those streets reflected on the Preliminary Plat. All new street names shall be mutually exclusive from one another.

Purpose/Intent: *This ensures that adequate street names are provided so that emergency response may serve the development.*

r. Prior to approval of any Final Plat, DEVELOPERS shall demonstrate the creation of a Homeowners' Association to ensure long-term maintenance of private park, path, structure and storm drainage facilities. Such demonstration shall include Articles of Incorporation, By-laws, and Covenants, Conditions and Restrictions (CC&Rs) for the Homeowners' Association.

Purpose/Intent: *This provision helps to ensure that any facilities located on private land remain functional, adequately maintained and safe.*

Recording requested by:
Jeremy Grimm on behalf of:
Tim McDonnell DBA K-M Enterprise LLC
and
Derek Mulgrew DBA M&W Holdings LLC

614 Creekside Lane
Sandpoint, Idaho 83864

When recorded return to:
CITY of Sandpoint
Jennifer Stapleton, City Administrator
1123 Lake Street
Sandpoint, Idaho 83864

DEVELOPMENT AGREEMENT
UNIVERSITY PARK SUBDIVISION

THIS DEVELOPMENT AGREEMENT (AGREEMENT), is entered into this ___ day of _____, 2020 by and between the CITY of Sandpoint, Bonner County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "CITY," whose address is 1123 Lake Street, Sandpoint, Idaho 83864; and K-M Enterprises of Idaho, LLC, an Idaho Limited Liability Company, and M&W Holdings, LLC, an Idaho Limited Liability Company hereinafter referred to as the "DEVELOPERS", whose addresses are P.O. Box 996, Dover, ID 83825 and 809 W Main, #303, Spokane, WA 99201 respectively. The CITY and the DEVELOPERS are sometimes referred to herein as a "party" or "parties."

WITNESSETH:

WHEREAS, the DEVELOPERS' subdivision proposal has been evaluated in accordance with CITY requirements for a subdivision, and received preliminary plat approval, which includes certain express terms, conditions and agreements, which the parties wish to memorialize as applicable to the subdivision. A draft of the proposed Subdivision Plat of University Park is attached hereto and incorporated herein as Exhibit A (the "Preliminary Plat"); and,

WHEREAS, the Planning Commission, the Mayor and the CITY Council of the CITY have determined that it is in the best interests of the CITY and the citizens thereof to approve the subdivision plat pursuant to the terms, covenants and conditions hereinafter set forth.

NOW THEREFORE, pursuant to Sandpoint CITY Code Section 9-9-11, and in consideration of the terms, covenants and conditions set forth herein, the parties agree as follows:

1. **LEGAL DESCRIPTION**: The property affected by this Agreement (the "Property") is described as follows:

   The east half of Section 15, Township 57 North, Range 2 West Boise Meridian, Lying west of Sand Creek and north of the present wye or railroad tract connecting the Northern Pacific, the Spokane International and Great Northern Railways, less county roads.

   Also, less that parcel conveyed to the State of Idaho by Quitclaim deed recorded December 15, 1958 under instrument No, 68533 in Book 100 of deeds, Page 151, records of Bonner County, ID

The historic use of the Property was an agricultural research station for the University of Idaho. The University declared the Property surplus and sold it to DEVELOPERS. The PROPERTY contains 75 acres +/- and is zoned by the CITY to allow urban density development. The current permitted uses of the Property shall be in accordance with the CITY designation of Residential Single-Family for approximately 60 acres located east of Boyer Avenue and west of the Union Pacific Railroad Tracks, south of Mountain View Drive. Approximately 5.5 Acres located between the Union Pacific Railroad Tracks and US Highway 2 are zones Commercial B. The remaining 10 acres +/- are encumbered by Railroad Right-of-way or are steep slopes or are submerged wetlands.

2. **CONCEPT PLAN:** The DEVELOPERS have prepared a concept plan for the Property, which has been made part of Preliminary Plat, attached hereto as Exhibit A.

3. **CONSTRUCTION SCHEDULE:** The DEVELOPERS' intend to construct Required Infrastructure Improvements and plat over four phases. A specific schedule detailing the anticipated timing of construction per phase shall be provided prior to issuance of construction permit(s). All phases of the Required Infrastructure Improvements shall be substantially completed in accordance with timeframes provided by CITY Code 10-1-7. The development schedule may be modified by the mutual consent of both parties, but in no case will building permits be issued prior to Final Plat approval, per phase.

Developer may request a final plat on less than the entirety of any Phase (i.e. Phase 1A or Phase 2A) to be called a "Sub-Phase", to accommodate building on a smaller number of lots previous to the completion and approval of Final Plat of the entire Phase. But, in no case will sale of lots be allowed, nor Certificates of Occupancy be issued on any building constructed in the Sub Phase Final Plat prior to the Final Plat approval on the entire Phase.

4. **UTILITIES**: The DEVELOPERS agree to use the CITY'S water and sanitary sewer systems for the Property as lots are developed and to be responsible for any fees and charges normally required of similarly situated owners pursuant to CITY Code. The CITY agrees to provide access to such systems upon payment of the customarily-required fees. DEVELOPERS may transfer the obligation to pay such fees and costs to the future owner of any Lot as shown on the Final Plat (each a "Lot"). Utility service to each phase shall be fully functional consistent with CITY standards even if such functionality requires improvements on land designated for subsequent phases.

5. **REQUIRED INFRASTRUCTURE IMPROVEMENTS**: The DEVELOPERS agree to construct the following public improvements in accordance with the terms of this Agreement and the applicable standards adopted by the CITY, no later than those dates reflected in the attached phasing schedule: sanitary sewer and water system extensions, fire hydrants, stormwater management, street, signage, curbs and gutters, drainage appurtenances, sidewalks, and the conditions of Section 12 herein (the "Required Infrastructure Improvements"), in accordance with the final plans, Approved For Construction. DEVELOPERS agree to confer with CITY staff during the course of the project to verify that all Required Infrastructure Improvements are in fact being installed and built in conformance with standards adopted by the CITY.

6. **STANDARDS AND WARRANTY**: The parties agree that the Preliminary Plat, the Concept Plan and the Construction Schedule submitted by the DEVELOPERS for development of the Property are generally acceptable to the CITY. The DEVELOPERS agree that all Required Infrastructure Improvements shall be built to CITY standards and permits, adhering to all CITY policies and procedures and standards adopted by the CITY, including but not limited to Idaho Standards for Public Works Construction (ISPWC) (latest edition). The DEVELOPERS further agree that the final construction plans shall be submitted to the CITY for approval prior to commencement of any construction; shall detail construction of all Required Infrastructure Improvements; and, that all such work will be constructed in a workmanlike manner. The DEVELOPERS will properly warrant all public improvements properly from defects by providing a warranty bond in an amount approved by the CITY and representing twenty percent (20%) of the estimated cost of all Required Public Improvements for a period of two years from the date of written acceptance by the CITY and prior to Final Plat approval. Should the DEVELOPERS fail to make any required repairs within thirty days' written notice, the CITY may exercise the warranty bond. This period may be extended by the CITY if inclement winter weather prevents repair within the thirty-day period.

7. **INSPECTION AND TESTING**: All Required Infrastructure Improvements shall be inspected and tested by qualified professionals in accordance with Idaho Standards for Public Works Construction (latest edition) with all costs of testing and inspection to be borne by the DEVELOPERS.

8. **ACCEPTANCE AND FAILURE TO COMPLY:** Inspection reports and testing records, conducted at the frequency and method(s) specified in the Idaho Standards for Public Works Construction (latest edition) for all Required Infrastructure Improvements shall be provided to the CITY within ninety days of completion of construction. A letter(s) signed by a professional engineer(s), licensed in Idaho, shall be provided by the DEVELOPERS to the CITY stating that the substantially completed work was constructed in accordance with the conditions of this Agreement and subsequent permits, including but not limited to the approved plans and standards set forth herein. In no event shall the CITY accept the Required Infrastructure Improvements and/or approve a Final Plat, until such documentation has been provided and deemed acceptable by the CITY Engineer. The CITY reserves the right to retain the performance bond for Required Infrastructure Improvements and/or withhold other permits until the CITY has accepted the same.

9. **COVENANTS RUN WITH THE LAND**: The terms, conditions and covenants to be performed by the DEVELOPERS under this Agreement shall run with the Property, and are binding upon the DEVELOPER, owners, co-owners, subsequent owners, and the DEVELOPERS' heirs, assigns and successors in interest. Transfer of any lot within the development to an owner shall automatically be deemed a transfer all of the obligations to be performed by the DEVELOPERS with respect to any such lot. The obligations of the DEVELOPERS, and any owners under this Agreement shall be joint and several.

Previous to approval of any Final Plat (including any Sub-Phase) within this Subdivision, DEVELOPER'S will be required to create, submit and have approved a Declaration of Covenants, Conditions, and Restrictions, commonly known as the CC&Rs to be recorded and run with the land.

10. **SECURITY FOR REQUIRED INFRASTRUCTURE IMPROVEMENTS**: The DEVELOPERS or the DEVELOPERS' contractor shall submit a security device, per phase, sufficient to cover 150% of the CITY's approved estimated cost of construction, testing, and inspection for those Required Public Improvements not otherwise located on private property, including, but not limited to, streets and associated infrastructure, water main extensions, and sewer main extensions, and storm drainage facilities. This security device shall be provided prior to issuance of the related construction permit(s) and shall inure to the benefit of CITY, and may be in the form of a performance bond, irrevocable letter of credit, cash deposit or other security device acceptable to the CITY. The CITY reserves the right to perform the Required Infrastructure Improvements and retain the security in the event that the DEVELOPERS fail to perform the work in accordance with this Agreement, as determined by the CITY. In no event will the security device be released until all Required Infrastructure Improvements have been completed in accordance with this Agreement and the Final Plat is approved by the CITY.

11. **MERGER AND AMENDMENT**: All promises and negotiations between the parties' merge into this Agreement. The Parties agree that this Agreement shall be amended only in writing and signed by both parties. The Parties further agree that this Agreement is not intended

to replace any other requirement of CITY Code, but instead this Agreement is to be interpreted in connection with and as a supplement to CITY Code provisions.

12. **CONDITIONS**: The DEVELOPERS shall meet the following requirements for this project.

a. Detailed analysis will occur throughout the subdivision process. The analysis of layout, design, engineering and other factors may result in the need to revise a variety of plan elements. In addition, revisions may be necessary at the time of construction improvement plans. If CITY staff determines the revisions are substantial, these changes will require an amendment to the AGREEMENT. If the CITY staff determines that the revisions are minor, the changes may be approved, disapproved, or approved with conditions administratively. The authority to make the determination of when a revision is minor versus substantial is the CITY's.

b. The 20' wide utility and emergency exit easement shown on the preliminary plat (sheet 4) shall also contain a publicly dedicated pedestrian easement which shall include a minimum 10' wide paved path to provide connection between what is shown to be both legs of S. Sand Creek Lane. If final utility plans necessitate access for maintenance, the access shall be capable of accommodating CITY maintenance vehicles.

c. DEVELOPERS shall provide a publicly dedicated pedestrian easement which shall include the construction of a minimum 10' wide paved path to provide connection between North Boyer Avenue and Blue Grass Avenue. The location of the pedestrian easement shall be approved by the CITY.

d. DEVELOPER shall provide a northbound right turn lane on North Boyer Avenue at the project driveway at Ebbett Way, no later than 2025.

e. DEVELOPERS shall make full improvements to urban standards to North Boyer Avenue as defined by CITY as specified below:

1. Prior to a certificate of occupancy being issued on Phase II, but no later than 2025, the Developer is to reconstruct the eastern portion of the North Boyer Avenue right-of-way along the property frontage, in general accordance with Exhibit B (concept plan/section – not for construction). The Developer shall obtain a construction permit, including CITY approved for construction plans. Construction plans shall provide completed engineered roadway design. Any and all utility relocations required as a result of these improvements are the responsibility of the Developer.

2. Frontage improvements at this location shall be in accordance with CITY Code and standards. Developer shall construct a six (6) foot high masonry wall along the entire

frontage of North Boyer Avenue located on private property to provide for visual interest along the edge of the development which shall be maintained in perpetuity by the HOA. The wall shall have recesses and/or projections at intervals not to exceed fifty (50 feet) which shall be sufficient in depth to accommodate landscaping and/or public art. Further, the wall 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. The specific design of the wall shall be approved by CITY. Minor variations in the standards above may be authorized, so long as the purpose of the requirement is met. The CITY reserves the right to seek input from a volunteer citizen committee to review designs submitted.

3. The CITY of Sandpoint shall be responsible for snow removal on the shared pathways.

f. DEVELOPERS shall make full improvements to urban standards to East Mountain View Drive, as defined by CITY as specified below:

1. Prior to a certificate of occupancy being issued on Phase I, Developer to reconstruct the southern portion of the East Mountain View Drive right-of-way along the property frontage, in general accordance with Exhibit B (concept plan/section – not for construction). The Developer shall obtain a construction permit, including CITY approved for construction plans (engineered roadway design by DEVELOPER).

2. Frontage improvements at this location shall be in accordance with CITY Code and standards. Developer shall construct a six (6) foot high masonry wall along the entire frontage of East Mountain View Drive located on private property to provide for visual interest along the edge of the development which shall be maintained in perpetuity by the HOA. The wall shall have recesses and/or projections at intervals not to exceed fifty (50 feet) which shall be sufficient in depth to accommodate landscaping and/or public art. Further, the wall 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. The specific design of the wall shall be approved by CITY. Minor variations in the standards above may be authorized, so long as the purpose of the requirement is met. The CITY reserves the right to seek input from a volunteer citizen committee to review designs submitted.

3. The DEVELOPER shall be responsible for snow removal on the shared pathway.

g. DEVELOPERS shall pay their "Fair Share" allocation of the cost of signalization of North Boyer Avenue and Baldy Mountain Road as specified below:

    i. Prior to issuance of any permit for construction, the Developer shall pay a lump sum amount of $87,360 as an extraordinary impact fee (CITY Code 12-1-12), for system improvements at the intersection of North Boyer Ave/Baldy Mountain Road, specifically to provide signalization. This amount represents development's fair share contribution of 21.84% at this location, resulting from the development, calculated in accordance with the methodology described in the adopted Urban Area Transportation Plan (UATP). The total calculated system improvements at this location include engineering and public infrastructure, and exclude possible right-of-way acquisition and railroad improvements due to the lack of a preliminary design validating the necessity of either.

h. DEVELOPERS shall pay their "Fair Share" allocation of the cost of signalization of US 2 and Larch Street as specified below:

    i. Prior to issuance of any permit for construction, the Developer shall pay a lump sum amount of $6,703.20 as an extraordinary impact fee (CITY Code 12-1-12), for system improvements at the intersection of US-2/Larch Street, specifically, to provide additional and dedicated turn lanes for eastbound and westbound motorists. This amount represents the development's fair share contribution of 2.45% at this location, resulting from the development, calculated in accordance with the methodology described in the adopted Urban Area Transportation Plan (UATP). The total calculated system improvements at this location include engineering and public infrastructure; sufficient right-of-way exists for necessary system improvements.

i. Development of the lots will be subject to all current requirements in place at the time of permit application.

j. The DEVELOPERS shall maintain compliance with the United States Environmental Protection Agency's Construction General Permit (CGP) throughout development. Failure to comply with the terms of the CGP may result in orders to stop work by the CITY or others.

k. DEVELOPERS and/or owners of individual lots shall be required to pay impact fees prior to issuance of a building permit(s) at the current rate adopted by CITY Council at the time of building permit issuance.

l. In the event the DEVELOPERS do not proceed with the Final Plat, the DEVELOPERS shall provide the CITY a 30-foot wide utility easement(s), as the CITY deems necessary

to access, operate and maintain any functionally complete and accepted Required Public Infrastructure.

m. The DEVELOPER shall not be responsible for additional off-site improvements beyond the terms of this Development Agreement unless the actual or estimated average daily trips (ADT) (weekday or weekend) exceeds the number of trips included in the DEVELOPERS final Trip Generation and Distribution letter; future land use actions may require submission of a current TGDL.

n. The DEVELOPERS shall adequately maintain all stormwater conveyance and treatment systems, in accordance with the Stormwater Permit issued by the CITY, in perpetuity, and shall transfer such maintenance to future, individual property owners and/or another entity by executing subdivision covenants, conditions, and restrictions.

o. DEVELOPERS shall confirm capaCITY of existing sewer lift station and upgrade as specified below:

    i. Based upon the submitted report, the CITY does not anticipate that upsizing will be required. However, depending upon the results of an approved report, the Developer shall be responsible for the project costs associated with upsizing and/or other necessary upgrades, as determined by the CITY Engineer.

p. DEVELOPERS shall demonstrate compliance with wetland requirements.

    i. Prior to issuance of any permit for construction impacting wetlands, the Developer shall provide evidence of authorization issued by the United States Army Corps of Engineers and including, receipt of payment for any required wetland credits.

q. DEVELOPERS shall demonstrate to CITY that they have applied to Bonner County for a Reservation of Street Names for those streets reflected on the Preliminary Plat. All new street names shall be mutually exclusive from one another.

r. Prior to approval of any Final Plat, DEVELOPERS shall demonstrate the creation of a Homeowners' Association to ensure long-term maintenance of private park, path, structure and storm drainage facilities. Such demonstration shall include Articles of Incorporation, By-laws, and Covenants, Conditions and Restrictions (CC&Rs) for the Homeowners' Association.

13. **AFFIDAVIT OF OWNER**: The DEVELOPERS are the legal Property Owner.

14. **JURISDICTION/VENUE/ATTORNEY FEES**: Any action brought to enforce this Agreement, or to interpret its terms, covenants and conditions, shall be governed by Idaho law, and brought in the District Court of the First Judicial District, Bonner County, Idaho. The

prevailing party in any such action may recover its reasonable attorney fees in addition to any other remedy available at law or equity.

IN WITNESS WHEREOF, the Mayor and CITY Clerk of the CITY of Sandpoint have executed this contract on behalf of CITY, the CITY Clerk has affixed the seal of CITY hereto, and DEVELOPER has caused the same to be executed the day and year first above written.

CITY OF SANDPOINT,

Shelby Rognstad, Mayor

ATTEST:

Melissa Ward, CITY Clerk

State of_____)
County of _____)

DEVELOPERS

By: K-M Enterprise LLC

_____

Tim McDonnell

By: M&W Holdings LLC

_____

Derek Mulgrew

On this _____ day of _____, in the year of 20____, before me, a Notary Public, personally appeared, Shelby Rognstad , known to me to be the Mayor of the CITY of Sandpoint, Idaho whose name is subscribed to the within instrument, and acknowledged to me that he has the authority to executed the same on behalf of the CITY of Sandpoint, Idaho.

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

_____

Notary Public: State of Idaho

My Commission expires: _____

On this _____ day of _____, in the year of 20____, before me, a Notary Public, personally appeared, Tim McDonnell, legal representative of K-M Enterprises, LLC, proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

_____

Notary Public: State of Idaho
My Commission expires: _____

On this _____ day of _____, in the year of 20____, before me, a Notary Public, personally appeared, Derek Mulgrew, legal representative of M&W Holdings, LLC, proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

_____

Notary Public: State of Idaho
My Commission expires: _____

AFFIDAVIT OF PROPERTY OWNERS
SANDPOINT CITY CODE SECTION 9-9-11(C)

I, the undersigned owners of the above described Property, hereby acknowledge and agree to submission of the use of said Property pursuant to the terms, covenants and conditions of this Agreement.

Dated this ___ day of _____, 2020.

_____
Tim McDonnell DBA K-M Enterprise LLC

_____
Derek Mulgrew DBA M&W Holdings LLC

SUBSCRIBED AND SWORN TO before me this ___ day of _____, 2020.

_____
Notary Public, State of Idaho
My commission expires:

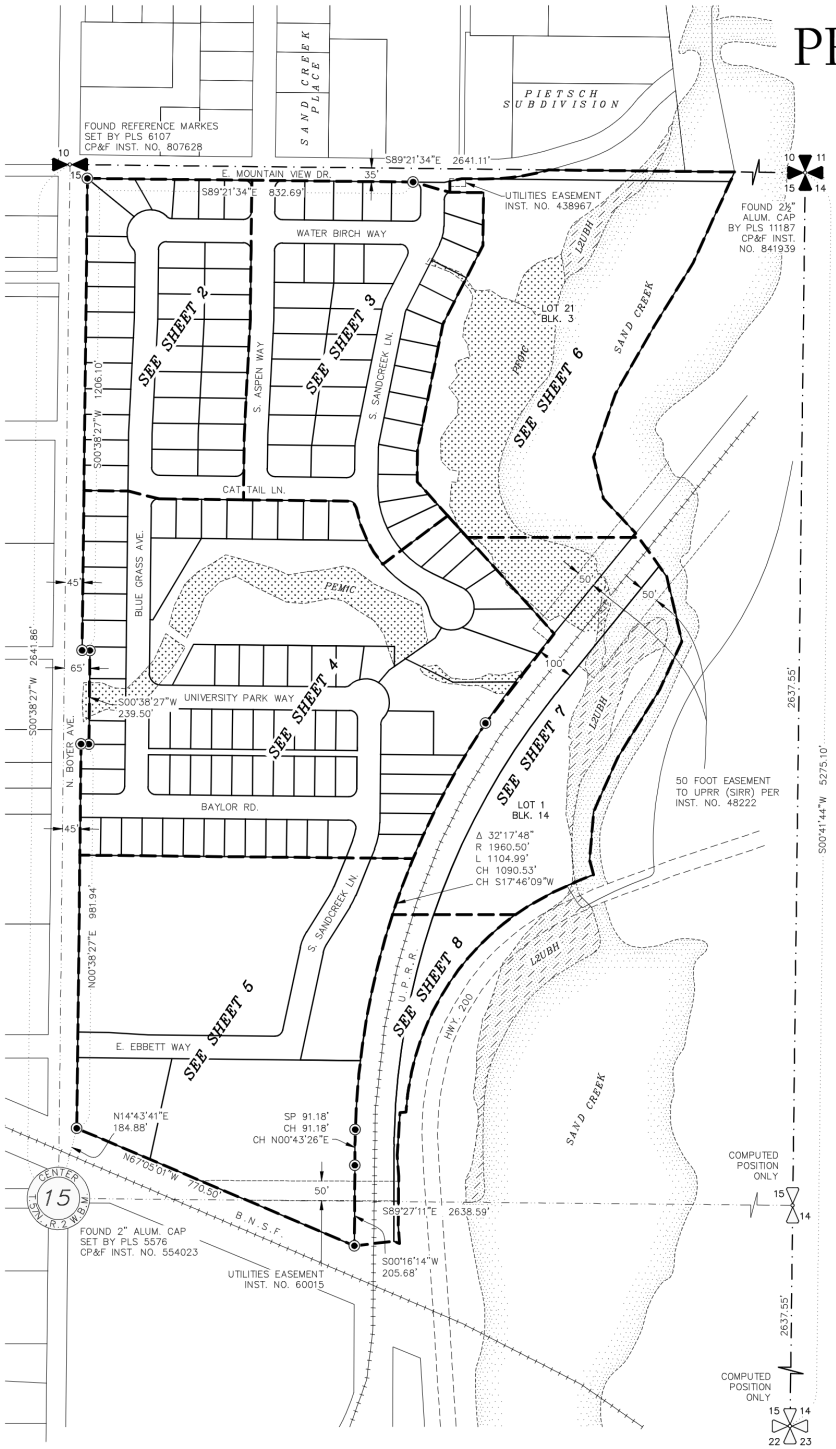
EXHIBIT A

Preliminary Plat

PRELIMINARY PLAT

UNIVERSITY PARK

LYING IN A PORTION OF THE E½ OF SECTION 15,
TOWNSHIP 57 NORTH, RANGE 2 WEST,
BOISE MERIDIAN, CITY OF SANDPOINT,
BONNER COUNTY, IDAHO



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DOCUMENTS AND EASEMENTS OF RECORD

THE FOLLOWING DOCUMENTS OF RECORD PER ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO. 867698-S, DATED OCTOBER 8, 2019.

1. ANY CLAIM ARISING FROM THE DIFFERENCE IN THE MEAN HIGH WATER LINE OF SAND CREEK AND THE MEANDER LINE AS SHOWN BY THE ORIGINAL GOVERNMENT SURVEY.
2. RIGHT, TITLE AND INTEREST OF THE STATE OF IDAHO WITHIN THE NATURAL BED OF SAND CREEK BELOW THE ORDINARY HIGH WATER LINE, AND ALSO EXCEPTING ANY ARTIFICIAL ACCRETIONS WATERWARD OF SAID ORDINARY LOW WATER LINE.
3. EASEMENT FOR RIGHT OF WAY GRANTED TO BONNER COUNTY, INST. NO. 59086, BK. 42 OF DEEDS, PG. 617. NOT SHOWN HEREON.
4. A PERPETUAL RIGHT OF WAY AND EASEMENT TO OVERFLOW, FLOOD AND SUBMERGE A PORTION OF THE SUBJECT PROPERTY GRANTED TO THE U.S.A. BY JUDGMENT ON DECLARATION OF TAKING, BK.12 OF JUDGMENTS, PG. 96, 8/11/12952.
5. A RAILROAD EASEMENT GRANTED TO SPOKANE INTERNATIONAL RAILROAD COMPANY, INST. NO. 48222, BK. 20 OF MISC., PG. 536, 2/10/1954.
6. A UTILITIES EASEMENT, 25' ON EACH SIDE OF THE POWER LINE, GRANTED TO PACIFIC POWER AND LIGHT CO., INST. NO. 60015, BK. 23 OF MISC, PG. 431, 1/24/1957. AS SHOWN HEREON.
7. A UTILITIES EASEMENT GRANTED TO THE CITY OF SANDPOINT, IDAHO, INST. NO. 438967, 1/18/1994. AS SHOWN HEREON.
8. ALL MATTERS, CC&R's, EASEMENTS, ETC., AS DISCLOSED BY RECORD OF SURVEY, INST. NO. 513676, 11/6/1997.
9. A UTILITIES EASEMENT GRANTED TO MOUNTAIN STATES POWER CO., INST. NO. 517238, 1/12/1998. NOT SHOWN HEREON (BLANKET EASEMENT).
10. A UTILITIES EASEMENT GRANTED TO THE WASHINGTON WATER POWER COMPANY, INST. NO. 526964, 4/6/1998. AS SHOWN HEREON.
11. A RIGHT OF WAY EASEMENT (BOYER AVE) GRANTED TO CITY OF SANDPOINT, INST. NO. 656515, 8/6/2004. AS SHOWN HEREON.

LEGEND

SECTIONAL CORNER, AS NOTED.

SET 5/8" X 24" REBAR AND CAP, PLS 6603

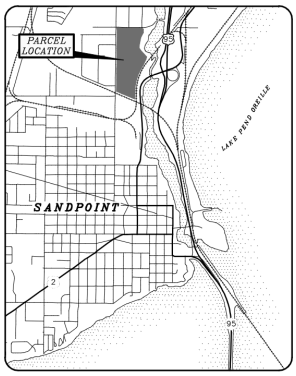
SHEET BOUNDARY

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS CONTROL COORDINATES DERIVED FROM NGS OPUS SOLUTIONS USING A REFERENCE FRAME OF NAD83 (2001)(EPOCH: 2010.000). ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) – US SURVEY FT. REFER TO THE DRAWING FOR SPECIFIC LINE AND MONUMENTS USED.

DISTANCES SHOWN HAVE BEEN CONVERTED FROM GRID TO GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00012095. GEODETIC NORTH IS AN ANGULAR ROTATION OF −0°36'09" AT THE CENTER 1/4 CORNER OF SECTION 15.

VICINITY MAP



SURVEYOR'S NARRATIVE

GENERAL NOTES

A) SOLID WASTE SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS.

B) WETLANDS ARE PRESENT ON THE SUBJECT PROPERTY AS DELINEATED BY TOM DUEBENDORFER, APRIL, 2020, AND LABELED HEREON. WETLANDS PER THE U.S. FISH & WILDLIFE WETLAND INVENTORY MAPPING TOOL ARE SHOWN APPROXIMATELY. WETLANDS ARE CATEGORIZED AS PEM1C, L2UBH, & PF01C.

C) THE PROPOSED LOTS ARE CATEGORIZED AS ZONE 'X', WITH PORTIONS OF THE OPEN SPACE AREA LOCATED IN THE FLOOD ZONE 'AE' ALONG SAND CREEK PER FEMA PANEL 16017C0716E, EFFECTIVE 11/18/2009.

D) THE 10' WIDE UTILITIES EASEMENTS AS SHOWN (SEE SHEETS 2–5) ARE HEREBY GRANTED TO ALL UTILITY PROVIDERS OF THIS PLAT.

PREPARED FOR:
TIM MCDONNELL
SANDPOINT, ID 83864

PLACE RECORDING LABEL HERE

PROFESSIONAL LAND SURVEYOR — REGISTERED — 6603 — STATE OF IDAHO — SCOTT L. TOLDNESS — PRELIMINARY

1/4	Section	Township	Range
	15	57 N	2 W

MONTANA IDAHO OREGON WASHINGTON

PROJECT #: 19-120 McDONNELL
DRAWING NAME: 19-120 McDONNELL PRELIM PLAT

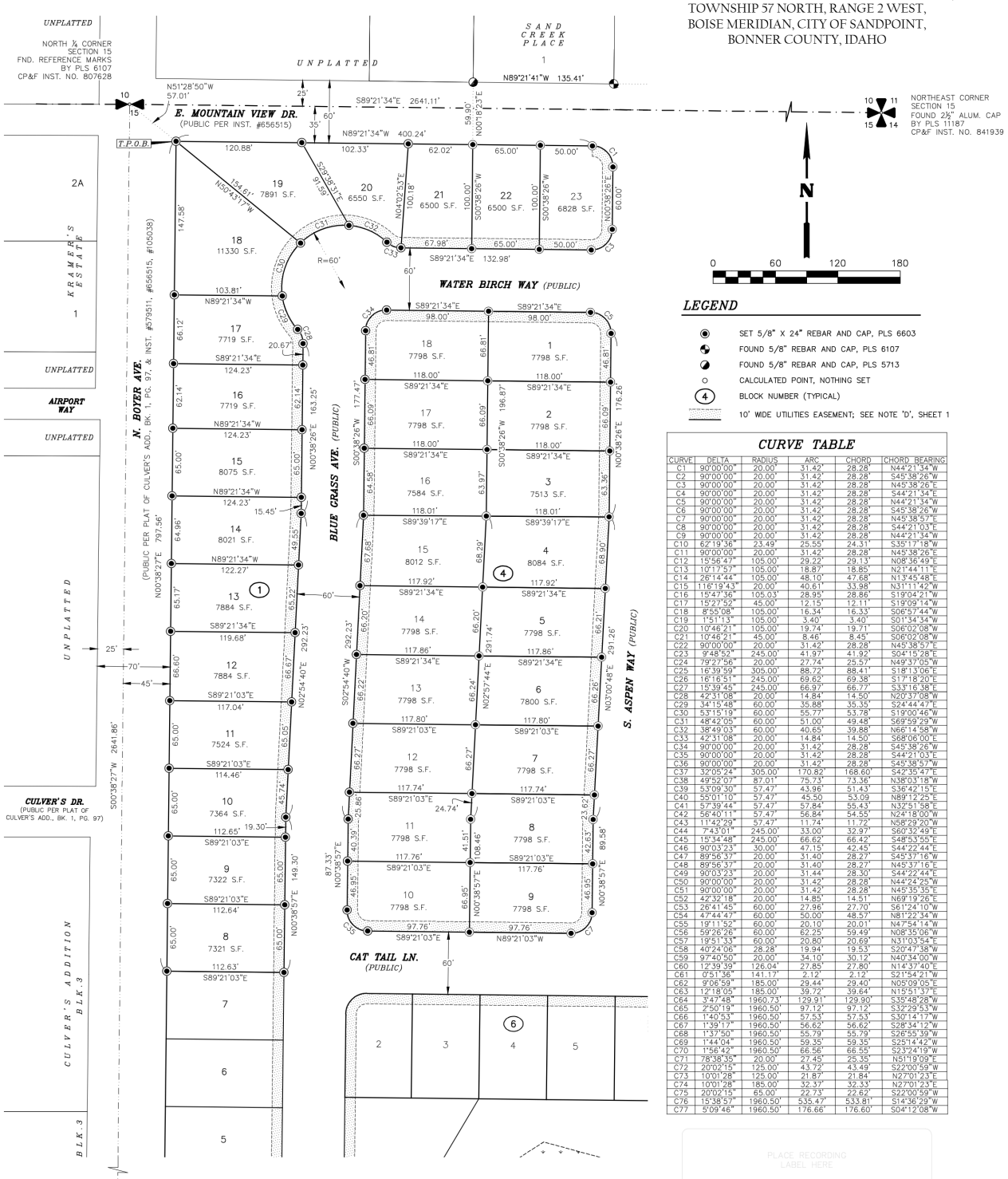
PRELIMINARY PLAT
UNIVERSITY PARK

GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474

Scale:	1"=200'
Checked By: SLT	Drawn By: SWO
Plot Date: 5/8/2020	Sheet: 1 of 8

PRELIMINARY PLAT
UNIVERSITY PARK

LYING IN A PORTION OF THE E½ OF SECTION 15,
TOWNSHIP 57 NORTH, RANGE 2 WEST,
BOISE MERIDIAN, CITY OF SANDPOINT,
BONNER COUNTY, IDAHO



LEGEND

- SET 5/8" X 24" REBAR AND CAP, PLS 6603
- FOUND 5/8" REBAR AND CAP, PLS 6107
- FOUND 5/8" REBAR AND CAP, PLS 5713
- CALCULATED POINT, NOTHING SET
- (4) BLOCK NUMBER (TYPICAL)
- 10' WIDE UTILITIES EASEMENT; SEE NOTE 'D', SHEET 1

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	90°00'00"	20.00'	31.42'	28.28'	N44°21'34"W
C2	90°00'00"	20.00'	31.42'	28.28'	S45°38'26"W
C3	90°00'00"	20.00'	31.42'	28.28'	N45°38'26"E
C4	90°00'00"	20.00'	31.42'	28.28'	S44°21'34"E
C5	90°00'00"	20.00'	31.42'	28.28'	N44°21'34"W
C6	90°00'00"	20.00'	31.42'	28.28'	S45°38'26"W
C7	90°00'00"	20.00'	31.42'	28.28'	N45°38'57"E
C8	90°00'00"	20.00'	31.42'	28.28'	S44°21'03"E
C9	90°00'00"	20.00'	31.42'	28.28'	N44°21'34"W
C10	62°19'36"	23.49'	25.55'	24.31'	S35°17'18"W
C11	90°00'00"	20.00'	31.42'	28.28'	N45°38'26"E
C12	15°56'47"	105.00'	29.22'	29.13'	N08°36'49"E
C13	10°17'57"	105.00'	18.87'	18.85'	N21°44'11"E
C14	26°14'44"	105.00'	48.10'	47.68'	N13°45'48"E
C15	116°19'43"	20.00'	40.61'	33.98'	N31°11'42"W
C16	15°47'36"	105.03'	28.95'	28.86'	S19°04'21"W
C17	15°27'52"	45.00'	12.15'	12.11'	S19°09'14"W
C18	8°55'08"	105.00'	16.34'	16.33'	S06°57'44"W
C19	1°51'13"	105.00'	3.40'	3.40'	S01°34'34"W
C20	10°48'21"	105.00'	19.74'	19.71'	S06°02'08"W
C21	10°48'21"	45.00'	8.46'	8.45'	S06°02'08"W
C22	90°00'00"	20.00'	31.42'	28.28'	N45°38'57"E
C23	9°48'52"	245.00'	41.97'	41.92'	S04°15'28"E
C24	79°27'56"	20.00'	27.74'	25.57'	N49°37'05"W
C25	16°39'59"	305.00'	88.72'	88.41'	S18°13'06"E
C26	16°16'51"	245.00'	69.62'	69.38'	S17°18'20"E
C27	15°39'45"	245.00'	66.97'	66.77'	S33°16'38"E
C28	42°31'08"	20.00'	14.84'	14.50'	N20°37'08"W
C29	34°15'48"	60.00'	35.88'	35.35'	S24°44'47"E
C30	53°15'19"	60.00'	55.77'	53.78'	S19°00'46"W
C31	48°42'05"	60.00'	51.00'	49.48'	S69°59'29"W
C32	38°49'03"	60.00'	40.65'	39.88'	N66°14'58"W
C33	42°31'08"	20.00'	14.84'	14.50'	S68°06'00"E
C34	90°00'00"	20.00'	31.42'	28.28'	S45°38'26"W
C35	90°00'00"	20.00'	31.42'	28.28'	S44°21'03"E
C36	90°00'00"	20.00'	31.42'	28.28'	S45°38'57"W
C37	32°05'24"	305.00'	170.82'	168.60'	S42°35'47"E
C38	49°52'07"	87.01'	75.73'	73.36'	N38°03'18"W
C39	53°09'30"	57.47'	43.96'	51.43'	S36°42'15"E
C40	55°01'10"	57.47'	45.50	53.09	N89°12'25"E
C41	57°39'44"	57.47'	57.84'	55.43'	N32°51'58"E
C42	56°40'11"	57.47'	56.84'	54.55'	N24°18'00"W
C43	11°42'29"	57.47'	11.74'	11.72'	N58°29'20"W
C44	7°43'01"	245.00'	33.00'	32.97'	S60°32'49"E
C45	15°34'48"	245.00'	66.62'	66.42'	S48°53'55"E
C46	90°03'23"	30.00'	47.15'	42.45'	S44°22'44"E
C47	89°56'37"	20.00'	31.40'	28.27'	S45°37'16"W
C48	89°56'37"	20.00'	31.40'	28.27'	N45°37'16"E
C49	90°03'23"	20.00'	31.44'	28.30'	S44°22'44"E
C50	90°00'00"	20.00'	31.42'	28.28'	N44°24'25"W
C51	90°00'00"	20.00'	31.42'	28.28'	N45°35'35"E
C52	42°32'18"	20.00'	14.85'	14.51'	N69°19'26"E
C53	26°41'48"	60.00'	27.96'	27.70'	S61°24'10"W
C54	47°44'47"	60.00'	50.00'	48.57'	N81°22'34"W
C55	19°11'52"	60.00'	20.10'	20.01'	N47°54'14"W
C56	59°26'26"	60.00'	62.25'	59.49'	N08°35'06"W
C57	19°51'33"	60.00'	20.80'	20.69'	N31°03'54"E
C58	40°24'06"	28.28'	19.94'	19.53'	S20°47'38"W
C59	97°40'50"	20.00'	34.10'	30.12'	N40°34'00"W
C60	12°39'39"	126.04'	27.85'	27.80'	N14°37'40"E
C61	0°51'36"	141.17'	2.12'	2.12'	S21°54'21"W
C62	9°06'59"	185.00'	29.44'	29.40'	N05°09'05"E
C63	12°18'05"	185.00'	39.72'	39.64'	N15°51'37"E
C64	3°47'48"	1960.73'	129.91'	129.90'	S35°48'28"W
C65	2°50'19"	1960.50'	97.12'	97.12'	S32°29'53"W
C66	1°40'53"	1960.50'	57.53'	57.53'	S30°14'17"W
C67	1°39'17"	1960.50'	56.62'	56.62'	S28°34'12"W
C68	1°37'50"	1960.50'	55.79'	55.79'	S26°55'39"W
C69	1°44'04"	1960.50'	59.35'	59.35'	S25°14'42"W
C70	1°56'42"	1960.50'	66.56'	66.55'	S23°24'19"W
C71	78°38'35"	20.00'	27.45'	25.35'	N51°19'09"E
C72	20°02'15"	125.00'	43.72'	43.49'	S22°00'59"W
C73	10°01'28"	125.00'	21.87'	21.84'	N27°01'23"E
C74	10°01'28"	185.00'	32.37'	32.33'	N27°01'23"E
C75	20°02'15"	65.00'	22.73'	22.62'	S22°00'59"W
C76	15°38'57"	1960.50'	535.47'	533.81'	S14°36'29"W
C77	5°09'46"	1960.50'	176.66'	176.60'	S04°12'08"W

PLACE RECORDING LABEL HERE

PREPARED FOR:
TIM MCDONNELL
SANDPOINT, ID 83864

CENTER 15 T57N R2W B.M. — FOUND 2" ALUM. CAP SET BY PLS 5576 CP&F INST. NO. 554023

PROFESSIONAL LAND REGISTERED SURVEYOR — STATE OF IDAHO — P.L. TOLDNESS — 6603 — PRELIMINARY

1/4	Section	Township	Range
	15	57 N	2 W

MONTANA IDAHO OREGON WASHINGTON

PROJECT #: 19-120 McDONNELL
DRAWING NAME: 19-120 McDONNELL PRELIM PLAT

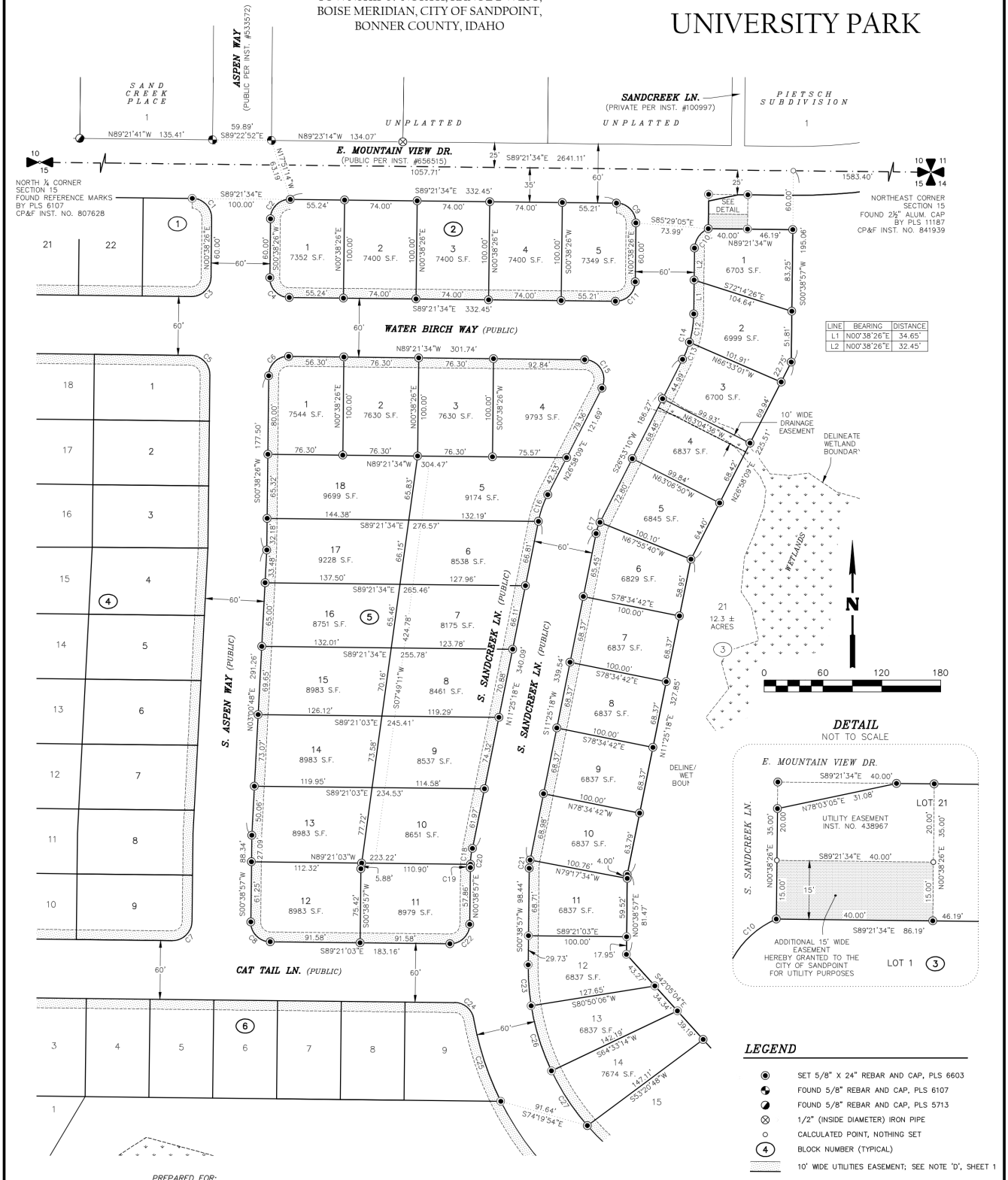
PRELIMINARY PLAT
UNIVERSITY PARK

GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474

Scale:	1"=60'
Checked By: SLT	Drawn By: SWO
Plot Date: 5/8/2020	Sheet: 2 of 8

PRELIMINARY PLAT
UNIVERSITY PARK

LYING IN A PORTION OF THE E½ OF SECTION 15,
TOWNSHIP 57 NORTH, RANGE 2 WEST,
BOISE MERIDIAN, CITY OF SANDPOINT,
BONNER COUNTY, IDAHO



DETAIL
NOT TO SCALE

LEGEND

- SET 5/8" X 24" REBAR AND CAP, PLS 6603
- FOUND 5/8" REBAR AND CAP, PLS 6107
- FOUND 5/8" REBAR AND CAP, PLS 5713
- 1/2" (INSIDE DIAMETER) IRON PIPE
- CALCULATED POINT, NOTHING SET
- (4) BLOCK NUMBER (TYPICAL)
- 10' WIDE UTILITIES EASEMENT; SEE NOTE 'D', SHEET 1

PREPARED FOR:
TIM MCDONNELL
SANDPOINT, ID 83864

PLACE RECORDING LABEL HERE

PROFESSIONAL LAND SURVEYOR — REGISTERED — SCOTT L. TOLDNESS — STATE OF IDAHO — PRELIMINARY

¼	Section	Township	Range
	15	57 N	2 W

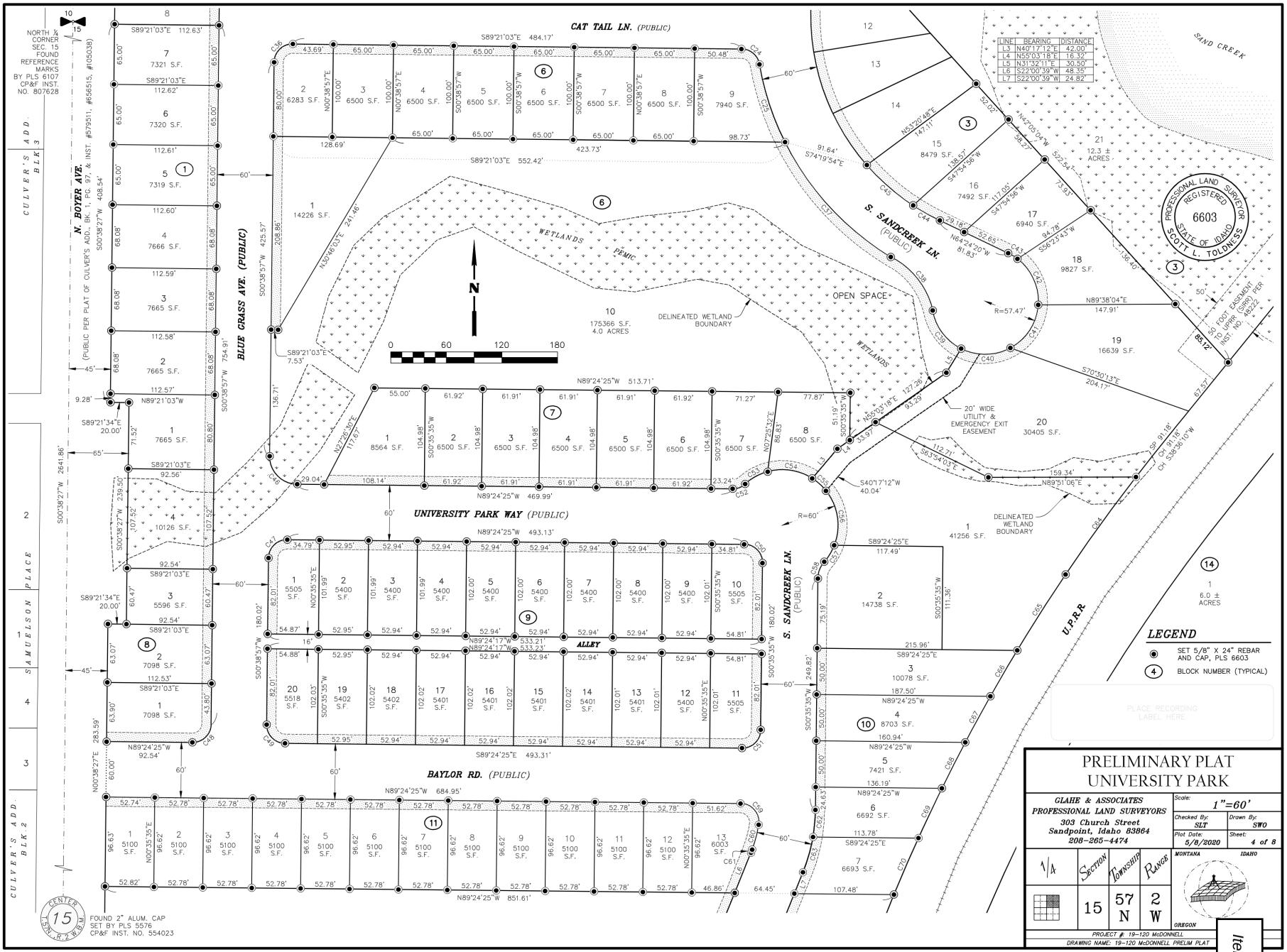
MONTANA IDAHO OREGON WASHINGTON

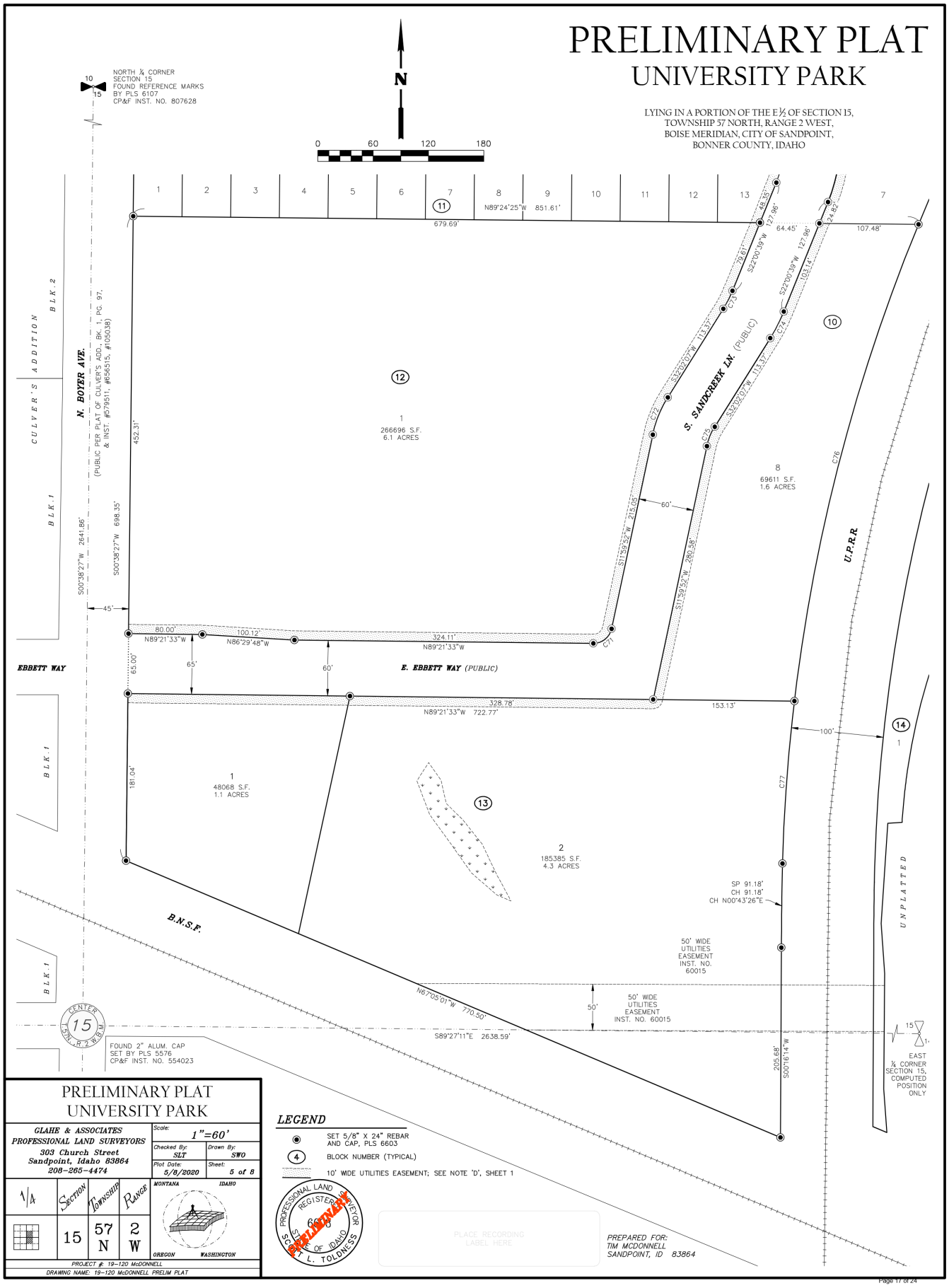
PROJECT #: 19-120 McDONNELL
DRAWING NAME: 19-120 McDONNELL PRELIM PLAT

PRELIMINARY PLAT
UNIVERSITY PARK

GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474

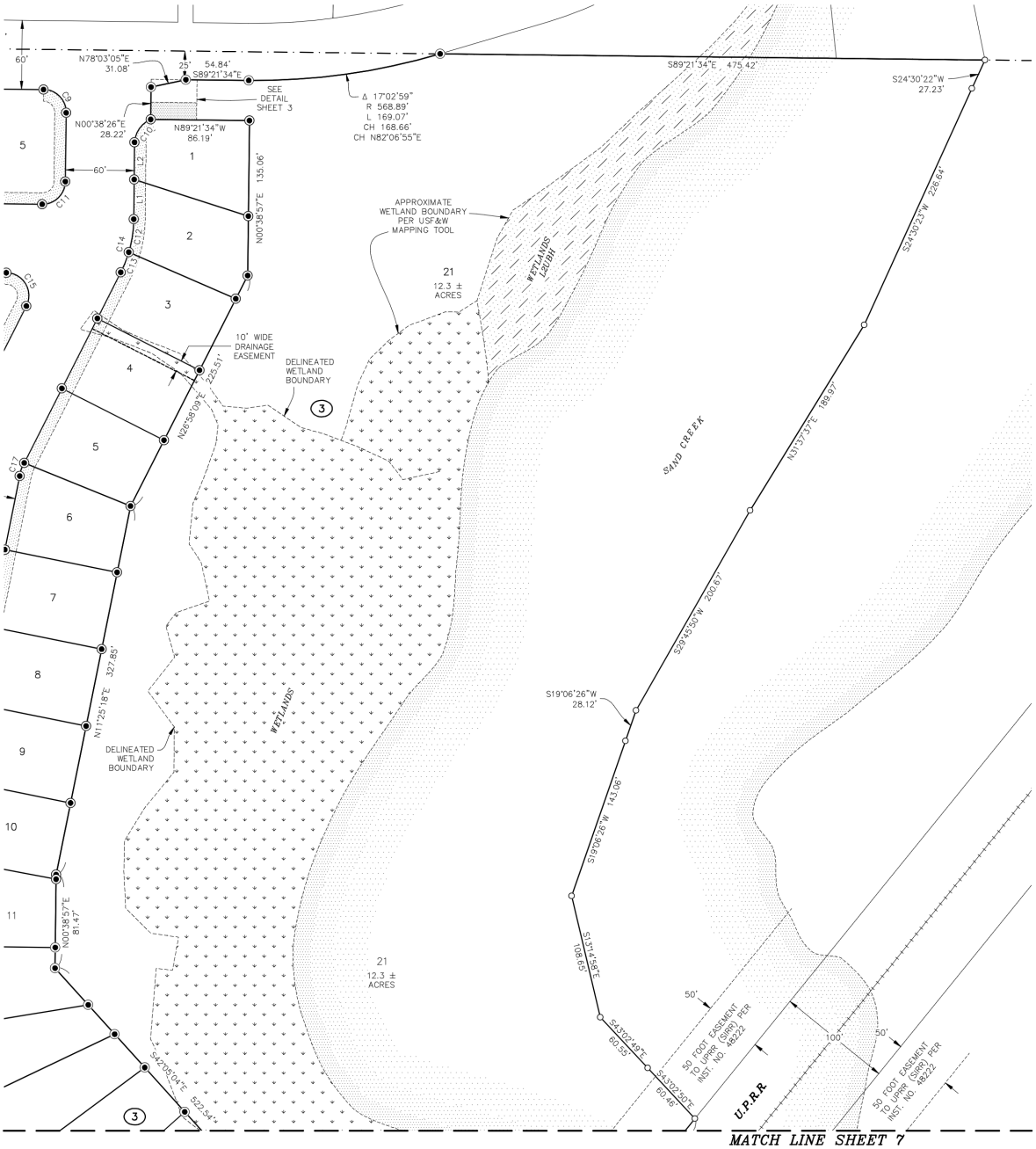
Scale:	1"=60'
Checked By: SLT	Drawn By: SWO
Plot Date: 5/8/2020	Sheet: 3 of 8


CAT TAIL LN. (PUBLIC)
S89°21'03"E 484.17'
S89°21'03"E 552.42'
423.73'
128.69'
N. BOYER AVE.
(PUBLIC PER PLAT OF CULVER'S ADD., BK. 1, PG. 97, & INST. #579511, #656515, #1050038)
S00°38'27"W 408.54'
BLUE GRASS AVE. (PUBLIC)
S00°38'57"W 425.57'
S00°38'57"W 754.91'
S00°38'27"W 2641.86'
S00°38'27"W 239.50'
S00°38'27"W 283.59'
N00°38'27"E 60.00'
NORTH ¼ CORNER SEC. 15 FOUND REFERENCE MARKS BY PLS 6107 CP&F INST. NO. 807628
FOUND 2" ALUM. CAP SET BY PLS 5576 CP&F INST. NO. 554023
CENTER 15 T57N R2W BM
WETLANDS
PEMC
DELINEATED WETLAND BOUNDARY
OPEN SPACE
10
175366 S.F.
4.0 ACRES
N
0 60 120 180
S. SANDCREEK LN. (PUBLIC)
R=57.47'
N89°38'04"E
147.91'
S70°30'13"E
204.17'
50 FOOT EASEMENT TO UPRR. CORP. PER INST. NO. 48222
20' WIDE UTILITY & EMERGENCY EXIT EASEMENT
20
30405 S.F.
N89°24'25"W 513.71'
UNIVERSITY PARK WAY (PUBLIC)
N89°24'25"W 493.13'
ALLEY
S89°24'25"E 493.31'
BAYLOR RD. (PUBLIC)
N89°24'25"W 684.95'
N89°24'25"W 851.61'
U.P.R.R.
SAND CREEK
PROFESSIONAL LAND SURVEYOR REGISTERED 6603 STATE OF IDAHO SCOTT L. TOLDNESS
LEGEND
SET 5/8" X 24" REBAR AND CAP, PLS 6603
4 BLOCK NUMBER (TYPICAL)
PLACE RECORDING LABEL HERE
PRELIMINARY PLAT
UNIVERSITY PARK
GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474
Scale: 1"=60'
Checked By: SLT
Drawn By: SWO
Plot Date: 5/8/2020
Sheet: 4 of 8
1/4 Section Township Range
15 57 N 2 W
MONTANA IDAHO OREGON
PROJECT #: 19-120 McDONNELL
DRAWING NAME: 19-120 McDONNELL PRELIM PLAT


PRELIMINARY PLAT
UNIVERSITY PARK
LYING IN A PORTION OF THE E½ OF SECTION 15,
TOWNSHIP 57 NORTH, RANGE 2 WEST,
BOISE MERIDIAN, CITY OF SANDPOINT,
BONNER COUNTY, IDAHO
NORTH ¼ CORNER
SECTION 15
FOUND REFERENCE MARKS
BY PLS 6107
CP&F INST. NO. 807628
N
0 60 120 180
N89°24'25"W 851.61'
679.69'
64.45'
107.48'
N. BOYER AVE.
(PUBLIC PER PLAT OF CULVER'S ADD., BK. 1, PG. 97,
& INST. #579511, #656515, #705038)
CULVER'S ADDITION
BLK 2
BLK 1
S00°38'27"W 2641.86'
S00°38'27"W 698.35'
452.31'
45'
S. SANDCREEK LN. (PUBLIC)
S22°00'39"W 127.96'
S22°00'39"W 103.14'
S22°00'39"W 127.96'
S20°00'07"W 113.37'
S21°00'07"W 113.37'
S17°59'52"W 215.05'
S17°59'52"W 280.58'
60'
U.P.R.R
1
266696 S.F.
6.1 ACRES
8
69611 S.F.
1.6 ACRES
80.00'
N89°21'33"W
100.12'
N86°29'48"W
324.11'
N89°21'33"W
65.00'
65'
60'
EBBETT WAY
E. EBBETT WAY (PUBLIC)
328.78'
N89°21'33"W 722.77'
153.13'
100'
181.04'
1
48068 S.F.
1.1 ACRES
2
185385 S.F.
4.3 ACRES
SP 91.18'
CH 91.18'
CH N00°43'26"E
B.N.S.F.
50' WIDE
UTILITIES
EASEMENT
INST. NO.
60015
50'
50' WIDE
UTILITIES
EASEMENT
INST. NO. 60015
N67°05'01"W 770.50'
S89°27'11"E 2638.59'
205.68'
S00°16'14"W
UNPLATTED
CENTER
SEC. 15
T.57N.,R.2W.B.M.
FOUND 2" ALUM. CAP
SET BY PLS 5576
CP&F INST. NO. 554023
EAST
¼ CORNER
SECTION 15,
COMPUTED
POSITION
ONLY
PRELIMINARY PLAT
UNIVERSITY PARK
GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474
Scale: 1"=60'
Checked By: SLT
Drawn By: SWO
Plot Date: 5/8/2020
Sheet: 5 of 8
¼ Section 15 Township 57 N Range 2 W
MONTANA IDAHO OREGON WASHINGTON
PROJECT #: 19-120 McDONNELL
DRAWING NAME: 19-120 McDONNELL PRELIM PLAT
LEGEND
SET 5/8" X 24" REBAR AND CAP, PLS 6603
4 BLOCK NUMBER (TYPICAL)
10' WIDE UTILITIES EASEMENT; SEE NOTE 'D', SHEET 1
PROFESSIONAL LAND SURVEYOR
REGISTERED
6603
STATE OF IDAHO
SCOTT L. TOLDNESS
PRELIMINARY
PLACE RECORDING LABEL HERE
PREPARED FOR:
TIM MCDONNELL
SANDPOINT, ID 83864

LYING IN A PORTION OF THE E½ OF SECTION 15,
TOWNSHIP 57 NORTH, RANGE 2 WEST,
BOISE MERIDIAN, CITY OF SANDPOINT,
BONNER COUNTY, IDAHO

PRELIMINARY PLAT
UNIVERSITY PARK



LEGEND

- ◉ SET 5/8" X 24" REBAR AND CAP, PLS 6603
- ○ CALCULATED POINT, NOTHING SET
- (4) BLOCK NUMBER (TYPICAL)
- 10' WIDE UTILITIES EASEMENT; SEE NOTE 'D', SHEET 1

N

0 60 120 180

PREPARED FOR:
TIM MCDONNELL
SANDPOINT, ID 83864

PLACE RECORDING LABEL HERE

PROFESSIONAL LAND SURVEYOR — REGISTERED — 6603 — STATE OF IDAHO — SCOTT L. TOLDNESS — PRELIMINARY

1/4	Section	Township	Range
	15	57 N	2 W

MONTANA IDAHO OREGON WASHINGTON

PROJECT #: 19-120 McDONNELL
DRAWING NAME: 19-120 McDONNELL PRELIM PLAT

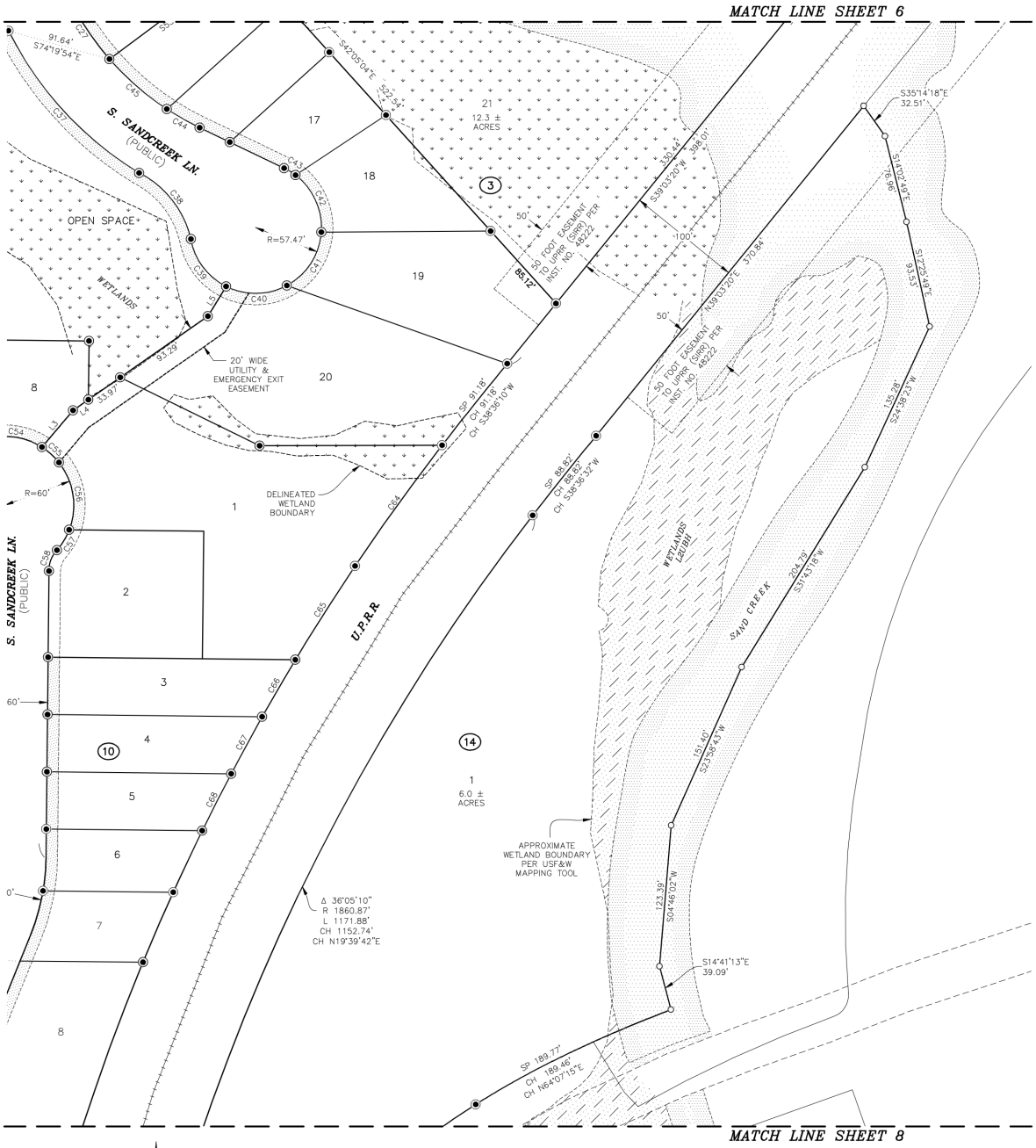
PRELIMINARY PLAT
UNIVERSITY PARK

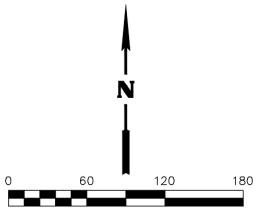
GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474

Scale:	1"=60'
Checked By: SLT	Drawn By: SWO
Plot Date: 5/8/2020	Sheet: 6 of 8

LYING IN A PORTION OF THE E½ OF SECTION 15,
TOWNSHIP 57 NORTH, RANGE 2 WEST,
BOISE MERIDIAN, CITY OF SANDPOINT,
BONNER COUNTY, IDAHO

PRELIMINARY PLAT
UNIVERSITY PARK





LEGEND

- SET 5/8" X 24" REBAR AND CAP, PLS 6603
- CALCULATED POINT, NOTHING SET
- (4) BLOCK NUMBER (TYPICAL)
- 10' WIDE UTILITIES EASEMENT; SEE NOTE 'D', SHEET 1

PREPARED FOR:
TIM MCDONNELL
SANDPOINT, ID 83864

PLACE RECORDING LABEL HERE

PROFESSIONAL LAND SURVEYOR — REGISTERED — SCOTT L. TOLDNESS — STATE OF IDAHO — PRELIMINARY

1/4	Section	Township	Range
	15	57 N	2 W

MONTANA IDAHO OREGON WASHINGTON

PROJECT #: 19-120 McDONNELL
DRAWING NAME: 19-120 McDONNELL PRELIM PLAT

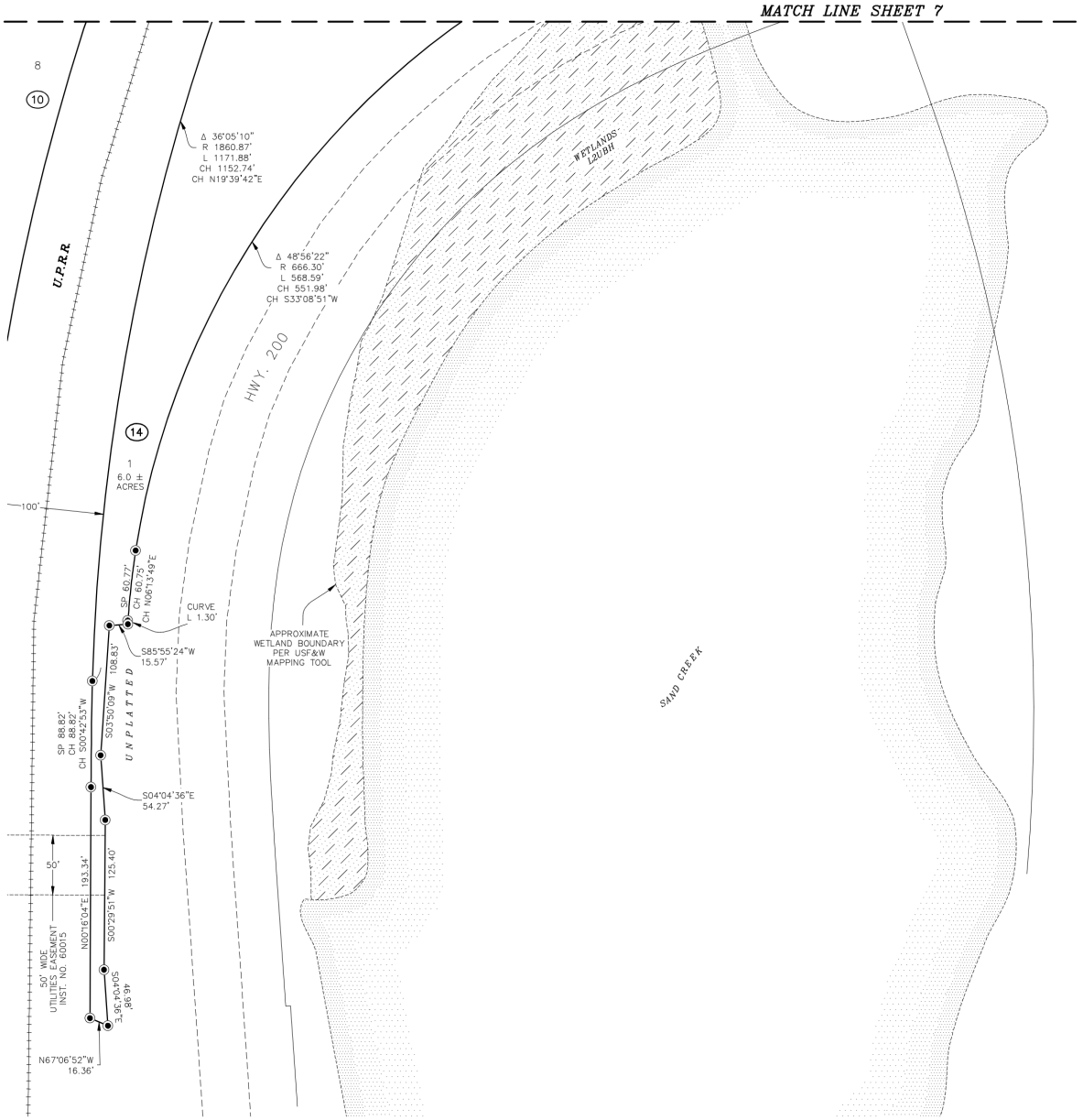
PRELIMINARY PLAT
UNIVERSITY PARK

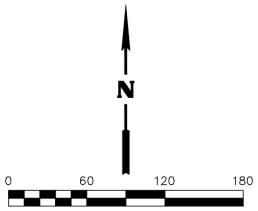
GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474

Scale:	1"=60'	
Checked By: SLT	Drawn By: SWO	
Plot Date: 5/8/2020	Sheet: 7 of 8	

LYING IN A PORTION OF THE E½ OF SECTION 15,
TOWNSHIP 57 NORTH, RANGE 2 WEST,
BOISE MERIDIAN, CITY OF SANDPOINT,
BONNER COUNTY, IDAHO

PRELIMINARY PLAT
UNIVERSITY PARK





LEGEND

- SET 5/8" X 24" REBAR AND CAP, PLS 6603
- CALCULATED POINT, NOTHING SET
- (4) BLOCK NUMBER (TYPICAL)
- 10' WIDE UTILITIES EASEMENT; SEE NOTE 'D', SHEET 1

PREPARED FOR:
TIM MCDONNELL
SANDPOINT, ID 83864

PLACE RECORDING LABEL HERE

PROFESSIONAL LAND SURVEYOR
SCOTT L. TOLDNESS
STATE OF IDAHO
6603
PRELIMINARY

1/4	Section	Township	Range
	15	57 N	2 W

MONTANA IDAHO OREGON WASHINGTON

PROJECT #: 19-120 McDONNELL
DRAWING NAME: 19-120 McDONNELL PRELIM PLAT

PRELIMINARY PLAT
UNIVERSITY PARK

GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474

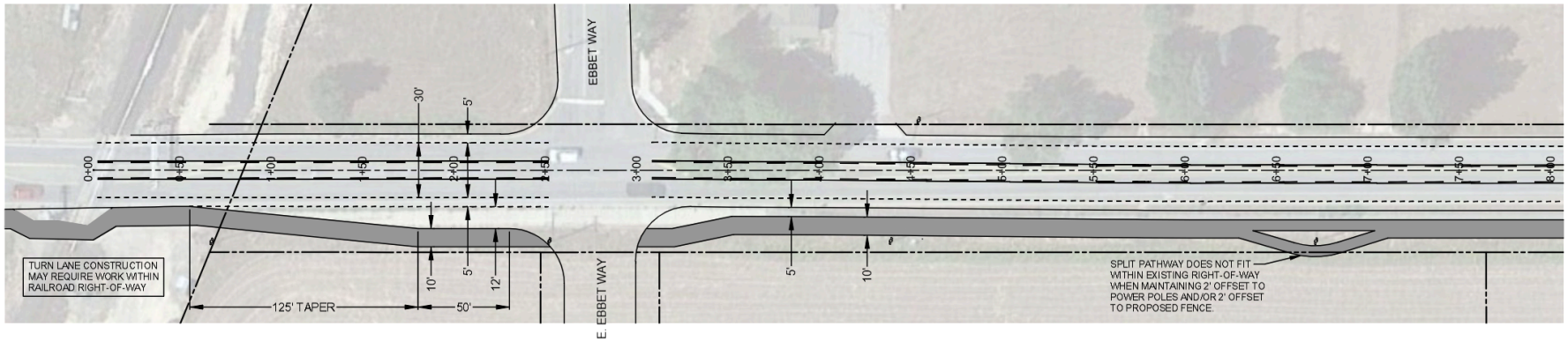
Scale:	1"=60'
Checked By: SLT	Drawn By: SWO
Plot Date: 5/8/2020	Sheet: 8 of 8

EXHIBIT B

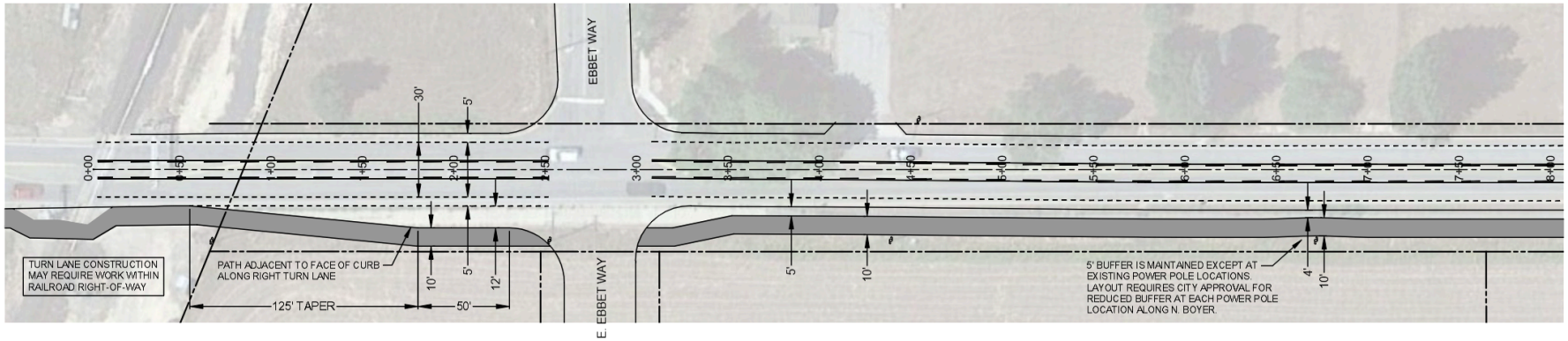
Concept Plan / Section Views
North Boyer Avenue

N. BOYER AVE

POTENTIAL BOYER CONFIGURATIONS



OPTION 1
STA. 0+00 TO 8+00



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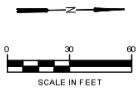

NOT FOR CONSTRUCTION

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PRELIMINARY
NOT FOR CONSTRUCTION

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING.
0" 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR.	REVISIONS

CENTURY WEST ENGINEERING
SPOKANE OFFICE
11707 E. MONTGOMERY DRIVE
SPOKANE VALLEY, WA 99206
509.838.3810
509.624.0355 FAX

DESIGNED BY:	RJL/AHB
DRAWN BY:	AHB
CHECKED BY:	RJL
DATE:	10-27-20
PROJECT NO:	51011.001.01
SCALE:	AS SHOWN

UNIVERSITY PARK
N. BOYER AVE

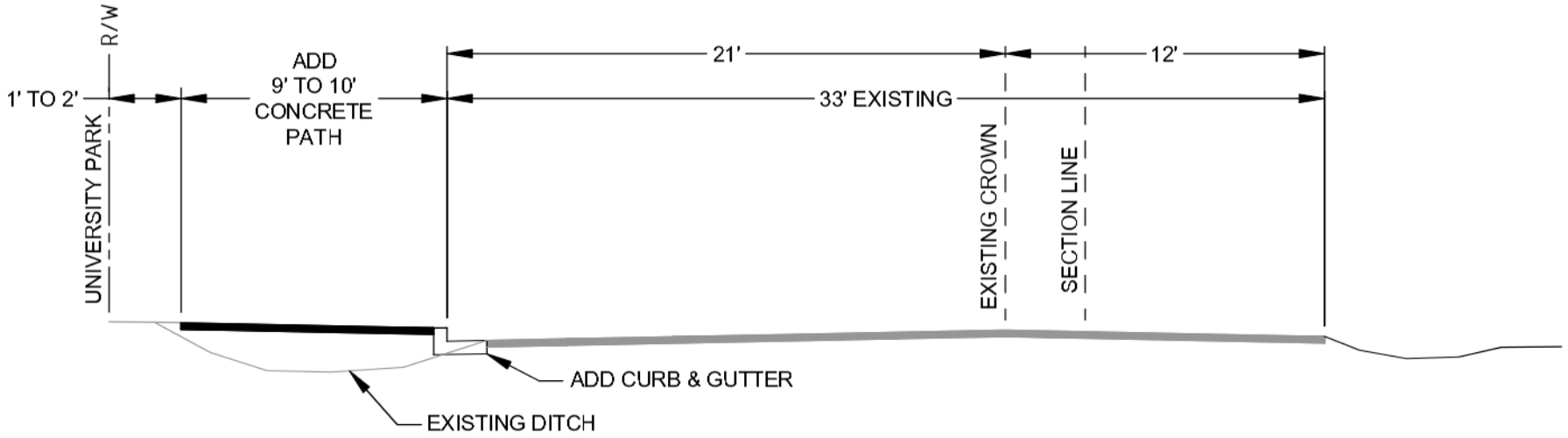
POTENTIAL BOYER CONFIGURATIONS

DRAWING NO.

SHEET NO.

EXHIBIT C

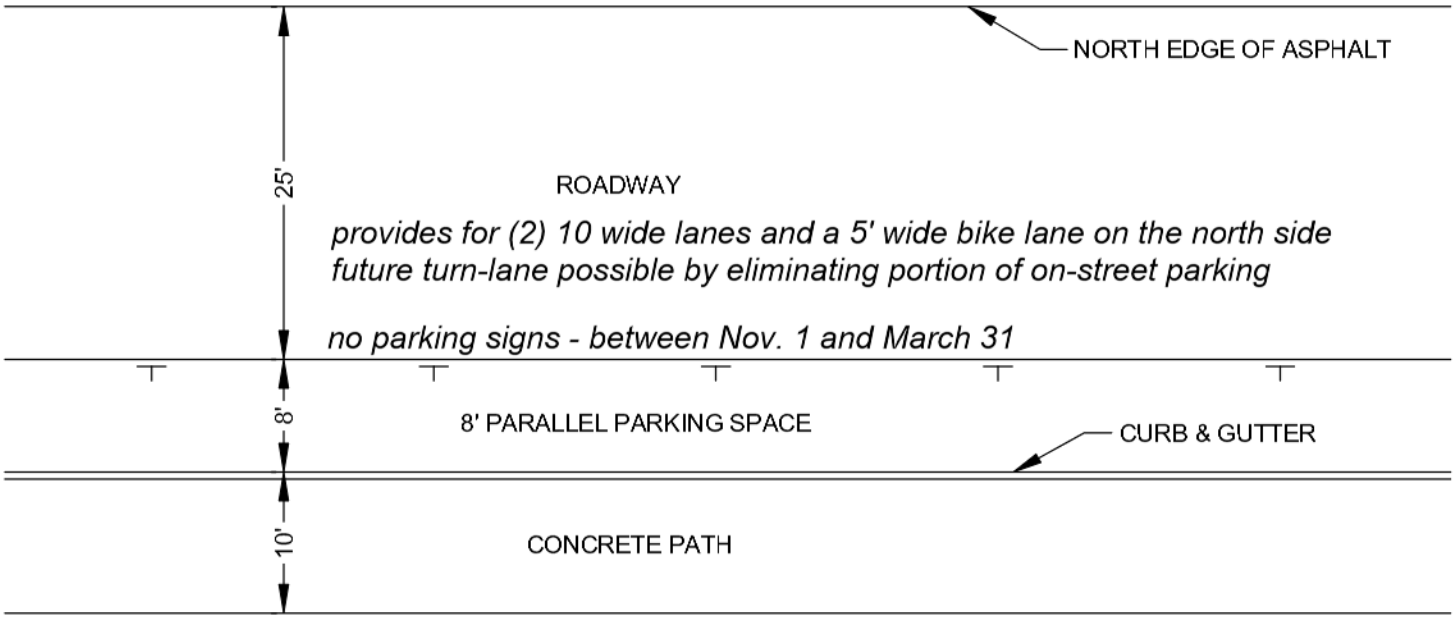
Concept Plan / Section Views
Mountain View Drive



E. MOUNTAIN VIEW DR. - PROPOSED FRONTAGE IMPROVEMENTS

N.T.S.

(between N. Boyer Ave and Sandcreek Lane)



E. MOUNTAIN VIEW DR. - PROPOSED LANE WIDTHS

N.T.S.

City Council Attachment - 4
Letter of Intent from Kaniksu Land Trust

KANIKSU
LAND TRUST

September 10, 2020

Jeremy Grimm
Whiskey Rock Planning & Consulting
Sandpoint, ID 83864

Re: Letter of Intent for Dedication of Land

Dear Jeremy:

Kaniksu Land Trust (KLT) is pleased to have the opportunity to assist your clients with the thoughtful dedication of land associated with the newly planned University Park subdivision. This dedication will serve the community by providing public access to open space that is of historical significance to our community while simultaneously ensuring protection of ecologically important riparian areas adjacent Sand Creek.

This Letter of Intent (LOI) outlines the process of a fee title dedication including the landowner's responsibilities and KLT's role. While this letter expresses the general intent to proceed with a dedication of land, it does not create a binding obligation on the part of either your clients or KLT. Please read this letter, review it with your clients, and contact us if you have questions or revisions. If this letter is acceptable, please sign and return it to KLT. **KLT will not move forward with receiving this dedication of land until you have indicated that you wish to proceed by signing a Letter of Intent.**

Guidelines for Future Management
Guidelines and expectations for future management are summarized in Exhibit A. Exhibit A is, at present, only a draft of such expectations but is mutually agreed upon to represent the general intent of this dedication.

Survey
Prior to accepting a dedication of land, KLT must be able to locate all property boundaries. It is our understanding that recent surveys have already established such. Additional survey work may be necessary to locate a potential future access easement to the waterfront.

Appraisal
To claim a charitable donation deduction on your federal income taxes, the Internal Revenue Code requires a qualified appraisal for gifts of property valued at more than $5000. If you wish to claim a charitable donation, it is the responsibility of you and/or your professional advisors to retain a qualified appraiser. We will corroborate with your tax preparer to provide the best possible information and will request a copy of the final appraisal prior to signing IRS Form 8283.

Stewardship Fund Donation

KLT respectfully requests that you contribute to our Stewardship Fund. In accepting this dedication of land, KLT takes on the perpetual responsibility of ownership and management and the burden of associated costs. KLT has established a restricted Stewardship Fund to ensure that the organization has the resources to support these requirements in perpetuity, and we commit to setting aside restricted funds to support each project that we accept. This particular project may necessitate a stewardship fund of up to $50,000 due to the high degree of public use. KLT requests an initial contribution of $20,000 with the expectation that there may be a need for future fundraising endeavors to sustain the property and that Grantor will make reasonable efforts to support such fundraising.

Legal and Tax Advice

KLT does not provide tax, legal, real estate or other professional services or advice. We recommend that you consult with your financial and /or legal advisor before finalizing this dedication of land. Your financial advisor will also be able to advise you as to whether a stewardship fund donation and other expenses you incur in connection with the project are tax deductible.

On behalf of Kaniksu Land Trust, I am extremely grateful for your commitment to serve the community and pay tribute to the history of the University Park site by considering a dedication of land to KLT. I appreciate your patience as we work through this complex process, and look forward to a continued relationship with you and your associates.

Sincerely,

Regan

Regan Plumb
Conservation Director, KLT

EXHIBIT A - Draft of Future Management Terms

Landowners: K-M Enterprises of Idaho LLC and M & W Holdings LLC

Property Location: Boyer Avenue, Sandpoint

Acreage: 15 acres±

Conservation values:
The purpose of this dedication is to ensure that the property will be retained forever as open space and undeveloped land, to provide relatively natural habitat and water quality, and to support public access to natural spaces and trail connectivity within our larger community.

Summary of Terms

1. Non-motorized public use of the dedicated land will be permitted during established hours.

2. Grantee will have the right to develop and maintain trails, interpretive areas, parks, or gardens for public use, enjoyment, and education and may conduct associated programs.

3. No trails will be developed within 20' of Lots 1-20 in Block 3 of the University Park Subdivision and Plat thereof.

4. Any and all trail names will be selected in coordination with Grantors.

5. University Park will delineate and maintain a private access easement to Sand Creek for the use of its residents.

6. Grantee will support the establishment and maintenance of view corridors for residential lots overlooking Sand Creek through a Forest Management Plan.

7. Grantee may pursue an additional trail easement through commercial property located east of the RR.

8. KLT may consider assuming management of the pond and associated pump contingent upon board approval and organizational capacity.

EXHIBIT B - Signatures

Please return one signed copy to Kaniksu Land Trust, PO Box 2123, Sandpoint, ID 83864

GRANTOR:

For the Landowners

I understand that this Letter of Intent is not a contract. However, it is our intent to grant some portion of the University Park subdivision to Kaniksu Land Trust through a dedication of land. We have read and understand the concepts in this Letter of Intent and are generally in agreement with the draft guidelines as detailed in Exhibit A.

K-M Enterprises of Idaho LLC — Date 9/11/20

M & W Holdings LLC — Date 9/10/20

GRANTEE:

For Kaniksu Land Trust

We acknowledge that the process for dedication of land can be complex and that the draft language found in Exhibit A may change. Therefore, KLT's Board of Directors has final authority to accept a dedication of land on behalf of KLT. By signing below, KLT is committing to working with the landowners to develop an agreement regarding this dedication of land that is amenable to all parties involved.

Katie Egland Cox, Executive Director
Kaniksu Land Trust — Date 9/14/20

City Council Attachment - 5
Planning & Zoning Commission Minutes from 9/15/20 Public Hearing and 10/6/20 Decision

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

October 6, 2020
5:30 p.m.
Regular Meeting

DRAFT **PLANNING & ZONING COMMISSION** **MINUTES**

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Chairman Tom Riggs, presiding in Council chambers at Sandpoint City Hall, 1123 W. Lake St., Sandpoint, Idaho.

2. ROLL CALL

Present: Commissioners Riggs, Slate Kamp, Cate Huisman, Forrest Schuck*, Jason Welker, and Mose Dunkel. Commissioners Huisman and Schuck participated remotely. The remainder of the Commissioners present participated in person in Council chambers. *Commissioner Schuck joined the meeting late at 5:33 p.m.

Absent: Commissioner Hastings

3. ANNOUNCEMENTS AND GENERAL PUBLIC COMMENTS

There was a brief announcement from City staff.

4. MEETING MINUTES APPROVAL

Item Number:	4A September 15, 2020, Regular Meeting

Motion to approve the September 15, 2020, Meeting Minutes as prepared and presented.

Result:	Passed
Moved by:	Huisman
Seconded by:	Welker
Voted Yes:	Riggs, Huisman, Kamp, Welker, Dunkel
Voted No:	
Abstained:	
Absent:	Schuck, Hastings

Item Number:	4B September 22, 2020, Special Meeting

Motion to approve the September 22, 2020, Meeting Minutes as prepared and presented.

Result:	Passed
Moved by:	Welker
Seconded by:	Huisman
Voted Yes:	Riggs, Huisman, Kamp, Schuck, Welker, Dunkel
Voted No:	
Abstained:	
Absent:	Hastings

5. OLD BUSINESS

Item Number:	5A DELIBERATION AND DECISION
Topic:	University Park Subdivision Preliminary Approval (PS20-0003)

Chairman Riggs announced that the final item on the agenda was continued deliberation and a decision regarding a recommendation for preliminary approval of the University Park Subdivision, with a reminder that the Commission would not be the ultimate decision-maker on approval or denial of the application but will make a recommendation to City Council, with a motion and vote to either approve, approve with conditions, or deny the application as a recommendation to Council. He also reminded that the Planning and Zoning public hearing on this matter was held and subsequently closed on September 15, with no additional public comment and no new information allowed. He also reported that, due to possible conflict of interest, Commissioner Schuck recused himself, abstaining from any deliberation and vote related to this matter. During deliberation at the September 15 meeting, the Commission voted to table this matter.

Motion to take this item from the table.

Result:	Passed
Moved by:	Huisman
Seconded by:	Kamp
Voted Yes:	Riggs, Huisman, Kamp, Welker, Dunkel
Voted No:	
Abstained:	Shuck
Absent:	Hastings

Commissioners continued their deliberation, with questions fielded by City staff.

Motion that the Sandpoint Planning and Zoning Commission, after consideration of the criteria and relevant standards of Idaho Code and Sandpoint City Code, recommend that City Council deny the request by Tim McDonnell K-M Enterprises of Idaho, LLC, and Derek Mulgrew M & W Holdings, LLC, for the University Park 152-lot proposed subdivision located at 1904 N. Boyer Ave., with parcel ID numbers of RPS00000150751A & RPS00000151250A, and bounded by E. Mountain View Dr. to the north, N. Boyer Ave. to the west, Sand Creek and Fifth Ave. to the east, and BNSF Railway tracks to the south. Based on evidence, records, and testimony, the reasons for denying this request are:

1. Staff has followed the notice procedures applicable to subdivisions contained in Sandpoint City Code Title 9, Chapter 9.

2. Based on information presented at the hearing, the application is not in compliance with the subdivision and zoning requirements of City Code per the justifications listed below.

a. Excessive block length (prohibited by City Code 10-1-6-A-5).

b. Double frontage lots in Block 1 (prohibited, with exceptions, by City Code 10-1-6-A-7).

c. Street arrangement (requirements provided in City Code 10-1-6-A-6)*.

3. The proposed subdivision is not consistent with the overall planning goals and objectives outlined in the Sandpoint Comprehensive Plan.

Result:	Passed
Moved by:	Kamp
Seconded by:	Dunkel
Voted Yes:	Riggs, Huisman, Kamp, Welker, Dunkel
Voted No:	
Abstained:	Shuck
Absent:	Hastings

6. NEW BUSINESS

No new business.

7. ADJOURN

Chairman Riggs adjourned the meeting at 6:22 p.m.

I presided over this meeting and can confirm that these minutes, prepared by the City Clerk, were approved by the Planning and Zoning Commission on _____.

_____ Attest: _____

Tom Riggs, Chairman Melissa Ward, City Clerk

**This condition was requested by Commissioner Huisman, with agreement from Commissioner Kamp, who made the motion, and Commissioner Dunkel, who seconded the motion, to add this condition to the main motion without the need for a motion to amend.*

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

SANDPOINT

September 15, 2020
5:30 p.m. Regular Meeting
and Public Hearing

FINAL / APPROVED PLANNING & ZONING COMMISSION MINUTES

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Chairman Tom Riggs, participating remotely.

2. ROLL CALL

Present: Commissioners Riggs, Slate Kamp, Cate Huisman, Forrest Schuck, John Hastings, Jason Welker, Mose Dunkel

Chairman Riggs and Commissioners Huisman and Schuck participated remotely. The remainder of the Commissioners were present in Council chambers at Sandpoint City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Absent: none – all present

3. ANNOUNCEMENTS AND GENERAL PUBLIC COMMENTS

There were no announcements from the Commissioners and no general comments from the public.

4. MEETING MINUTES APPROVAL

Item Number:	4A
Topic:	Minutes from July 7, 2020, Regular Meeting

Motion to approve the July 7, 2020, Meeting Minutes as prepared and presented.

Result:	Passed
Moved by:	Schuck
Seconded by:	Hastings
Voted Yes:	Riggs, Huisman, Schuck, Kamp, Hastings, Welker, Dunkel
Voted No:	
Abstained:	
Absent:	

5. OLD BUSINESS

No old business.

6. NEW BUSINESS

Item Number:	6A PUBLIC HEARING AND DELIBERATION
Topic:	University Park Subdivision Preliminary Approval (PS20-0003)

Chairman Riggs announced that this public hearing had been scheduled for the purpose of taking public testimony prior to the Commission making a decision on the preliminary approval of the University Park Subdivision, proposed for development on two parcels, totaling approximately 75 acres, bounded by East Mountain View Drive to the north, North Boyer Avenue to the west, Sand Creek and Fifth Avenue to the east, and BNSF Railway tracks to the south, noting that the Notice of Public Hearing was published in the Bonner County Daily Bee on August 22, 2020.

Chairman Riggs outlined the order and procedure for the public hearing.

With the exception of Commissioner Schuck, Commissioners confirmed they had no ex parte contact or conflict of interest as pertains to this application. Commissioner Schuck stated that he has the potential to benefit financially if the application is approved. Under the advice of City legal counsel Fonda Jovick, Commissioner Schuck recused himself entirely from these proceedings.

Planning and Community Development Director Aaron Qualls provided an explanation of the application. City staff, along with City consultants Phil Kushlan of Kushlan and Associates and Preston Stinger of Fehr & Peers, fielded questions from the Commissioners.

Jeremy Grimm of Whiskey Rock Planning + Consulting, representative for the Applicants, Tim McDonnell K-M Enterprises of Idaho, LLC, and Derek Mulgrew, M & W Holdings, LLC, provided a presentation. Mr. Grimm, along with City staff and the City's consultants, fielded questions from the Commissioners. Katie Egland Cox, Executive Director of Kaniksu Land Trust, also contributed to the Applicant's presentation.

Chairman Riggs opened the public hearing.

The following testified in favor of the application: City residents Debra Ziebell and Marlo Jenkins, along with Chris Bassett, who is not a resident of Sandpoint.

The following testified that they were neutral to the application: City residents Rob Osborn and Molly O'Reilly.

The following testified in opposition to the application: City residents John Chambu and Linda Chambu.

Mr. Grimm provided rebuttal testimony on behalf of the Applicants.

(Written comments received prior to the meeting were included in the meeting packet and provided to the Planning and Zoning Commissioners. These comments are included as a part of the permanent meeting record.)

With no new facts elicited during rebuttal testimony and all who wished to speak having been heard, Chairman Riggs closed the public hearing, and the Commission deliberated. Chairman Riggs recessed the meeting at 8:27 p.m. and then reconvened the meeting at 8:35 p.m.

For the purpose of consulting with the Commission's advisors and City staff in order to prepare to make a decision on a recommendation to City Council, there was a motion to postpone consideration of the application until the Commission's next regular meeting on October 6, 2020.

Result:	Passed
Moved by:	Kamp
Seconded by:	Hastings
Voted Yes:	Riggs, Huisman, Kamp, Hastings, Welker
Voted No:	Dunkel
Abstained:	Schuck
Absent:	

7. ADJOURN

Chairman Riggs adjourned the meeting at 8:40 p.m.

I presided over this meeting and can confirm that these minutes, prepared by the City Clerk, were approved by the Planning and Zoning Commission during their regular meeting on October 6, 2020.

Tom Riggs, Chairman

Attest: Melissa Ward, City Clerk

City Council Attachment - 6
Summary of Planning & Zoning Commission Public Hearing

Synopsis of Comments Received

9/15/20 Planning & Zoning Commission Hearing

Name	In Favor	Against	Neutral	Type of Comment	City resident?
Bruce Sletager			1	Written	Not stated
Bonner County Housing Agency	1			Written	Not stated
Julie McCallan		1		Written	Yes
Jennifer Barba		1		Written	Not stated
Linda Derr	1			Written, Zoom	No
Patricia McDonnell	1			Written, Zoom	Not stated
Shelly Healy	1			Written, Zoom	No
Jeff Bohnhof	1			Written, Zoom	Yes
Chris Healy	1			Written, Zoom	Yes
Garland Newton	1			Written, Zoom	Yes
Matt Weber			1	Written, Zoom	Yes
David Eacret			1	Written	Not stated
Ashley Kruger		1		Written	Not stated
Patrick Beck			1	Written, Zoom	Yes
Pat McNutt	1			Written	Yes
Stephanie Rief / Selkirk Association of Realtors	1			Written	Not stated
Rob and Deb Osborn			1	Written	Yes
Doug Bottcher		1		Written	Yes
Elizabeth Wilson		1		Written	Yes
Dawn Evenson		1			
Brenda and Terry Cooper		1			
Nathan Herbst, Traffic Engineer, ITD			1	Written	Not stated
Heather Steele	1			Written	Yes
Katie Egland Cox, Kaniksu Land Trust	1			Written	Not stated
Hannah Bushnell	1			Written	Not stated
Shelley Healy	1			Written	Not stated
Mary Merrill		1			
Bruce and Dede Chapman		1		Written	Yes
Kim Bond	1			Written	Not stated
Helen Newton	1			Written, Zoom	Yes
Brenda and Tony Yanik	1			Written	Not stated
Mel Bailey, Independent Highway District			1	Written	Not stated
Panhandle Health District			1	Written	Not stated
Debra Ziebell	1			PH Testimony	Yes
Marlo Jenkins	1				Yes
Bonner County Housing Agency	1			PH Testimony	No
Rob Osborn			1	PH Testimony	Yes
Molly O'Reilly			1	PH Testimony	Yes
John Chambu		1		PH Testimony	Yes
Linda Chambu		1		PH Testimony	Yes
TOTALS	19	11	10		

Summary of comments:

- Concern about additional traffic on E. Mountain View Dr.
- Concern regarding lack of access onto Boyer Ave. thus pushing more traffic onto E. Mountain View Dr.
- Development will provide badly needed affordable housing.
- Development will be good for economy, especially if using local contractors/subcontractors.
- Loss of green space and recreation is not good for community.
- More open/green space should be provided.
- Development could have an adverse impact on services like schools, water, sewer.
- Fenced backyards onto Boyer could have an effect of closing off the subdivision to the neighborhood. Could create safety and neighborhood character issues.
- City will benefit from increased tax revenues.
- Development will be good opportunity for mid/lower prices and first time home buyers.
- Current inventory of housing stock on market is very low, this development will help provide inventory.
- Trains will adversely affect emergency response and create congestion issues in this area.
- Installation of a roundabout should happen at E. Mountain View Dr. and Boyer Ave.

City Council Attachment - 7
Complete 9/15/20 Public Hearing Packet, including all application submittals, as provided to the Planning & Zoning Commission

The complete Planning & Zoning Commission 9/15/20 public hearing packet may be accessed via this link: https://www.sandpointidaho.gov/PS20-0003

The following are provided:

- PZ Staff Report - University Park Subdivision Prelim Approval (pdf)
- 01-Application and Supplemental (pdf)
- 02-Preliminary Plat and Phasing Plan (pdf)
- 03-Traffic Impact Analysis - Preliminary (pdf)
- 04-Traffic Impact Analysis - Final Submission (pdf)
- 05-TIS Evaluation Memo (Pdf)
- 06-Stormwater and Wetland Documents (pdf)
- 07-Preliminary Utility Plans (pdf)
- 08-Hearing Notices (pdf)
- 09-Comments Received (pdf)
- 09A-Additional Comments Received (pdf)
- 09B-Additional Comments Received (pdf)
- 10-Draft Dev Agreement (pdf)

City Council Attachment - 8
Written Public Comments Received Prior to Council Public Hearing Posting

From: Aaron Qualls
Sent: Monday, September 21, 2020 12:59 PM
To: doris@compgraphic.com
Cc: Melissa Ward; Ryan Shea; Fonda Jovick
Subject: Re: University Park Subdivision

Dear Doris,

Thank you for your comments regarding the University Park Subdivision proposal. The Planning Commission closed the public hearing, however, and only continued their deliberations. As such, we cannot provide any new information, including additional comments at this time. However, should the City Council hold a second public hearing before rendering a final decision, we will include your comments in their packet. Thank you again and if you have any questions, please don't hesitate.

Best,

Aaron Qualls, AICP
Director of Planning
& Community Development
City of Sandpoint
1123 Lake Street
Sandpoint, Idaho 83864
208-255-1738

http://www.sandpointidaho.gov

From: DORIS WALKER <doris@compgraphic.com>
Sent: Saturday, September 19, 2020 10:40 PM
To: Melissa Ward <mward@sandpointidaho.gov>
Subject: University Park Subdivision

Reference to University Park Subdivision

If the developer can build 152 new homes, I hope they also can afford to make the 2 railroad crossings on North Boyer into quiet zone railroad crossings.
With all the added traffic residents near North Boyer will have to deal with, it would be nice if the developer can give something back, like paying for two quiet zone railroad crossings.

Please consider quiet zone railroad crossings on North Boyer

Thanks, Doris

Doris Walker, 208-597-7002
1115 Forest Avenue, Sandpoint, ID 83864

You can send us your opinion in writing by using the space provided at the bottom of this notice, faxing your response to 208-263-3678, emailing us at cityplanning@sandpointidaho.gov, calling us at 208-263-3370, or you can come to the public hearing and voice your concern or your support. **Please note** that written comments must include your name and address to be placed in the public record.

RECEIVED
OCT 19 2020
BY:

PLEASE RESPOND: ☐ SUPPORT ☒ DO NOT SUPPORT ☐ NEUTRAL

COMMENTS: We don't need more traffic on Mt View & Boyer Turning left off Mt View onto Boyer is a problem now! More homes is going to make it unpassable

NAME: Verna Lutes ADDRESS: 2206 Aspen Way

University Park (PS20-0003) CC

You can send us your opinion in writing by using the space provided at the bottom of this notice, faxing your response to 208-263-3678, emailing us at cityplanning@sandpointidaho.gov, calling us at 208-263-3370, or you can come to the public hearing and voice your concern or your support. **Please note** that written comments must include your name and address to be placed in the public record.

PLEASE RESPOND:

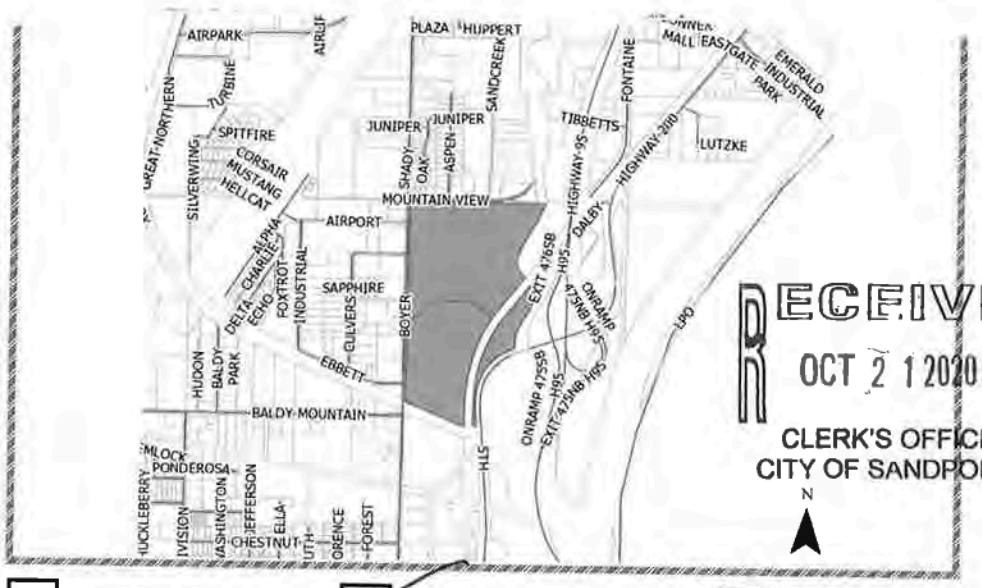
☐ SUPPORT ■ DO NOT SUPPORT ☐ NEUTRAL

There is a serious lack of infrastructure to support this level of development. High amount of traffic, poor access and egress. 2 Rail Road crossing frequently blocking Boyer etc. **I don't support** increasing taxes to support big development on unities, Sewer &water
Gary and Nora Kedish 2224 N Boyer AVE Sandpoint.

To the members of the Sandpoint City Council:
First, I would like to commend Jason Welker for his research presented at the last Planning & Zoning meeting regarding the 2009 Comprehensive Plan. It gave more insight to what is at stake if the proposed University Park development is approved as is.
As residents of Sand Creek Ln, in close vicinity to the U of I property, we are against the proposed development of the University Park Subdivision as it is presented now. With the main traffic flow, from what would be a very large residential area, being funneled to E Mountain View Rd, we feel it will negatively impact the surrounding neighborhoods and create severe back up at the intersection at N Boyer Ave.
We would like to see additional roads accessing N Boyer Ave between the north and south ends of the full development. The proposed access streets (2 at the south end: Ebbett Way and what is to be named Bayler Rd and only E Mtn View Rd at the north end) aren't near enough for the scope of this project. At the least, we would like to see Culvers Rd and Airport Way become through streets into the development. Several of the planning & zoning commissioners also stated their concern about the excessive traffic which would flow to E Mtn View Rd.
More green space within the development and the outer boundaries should be required. If the double frontage lots on Boyer and E Mtn View are allowed, it would be less of an eye soar, if the setbacks were increased in footage. Dover Bay Parkway is a nice example of what double frontage lots could look like.
This proposed development is huge compared to any others we've seen within the city limits. It's a prime piece of land that could be something we are all proud of. Our hopes are that you'll take in consideration keeping the integrity of our community. Once it is changed, there's no going back.

Sincerely,
Brenda & Terry Cooper

You can send us your opinion in writing by using the space provided at the bottom of this notice, faxing your response to 208-263-3678, emailing us at cityplanning@sandpointidaho.gov, calling us at 208-263-3370, or you can come to the public hearing and voice your concern or your support. **Please note** that written comments must include your name and address to be placed in the public record.



RECEIVED
OCT 21 2020
CLERK'S OFFICE
CITY OF SANDPOINT

PLEASE RESPOND:

☐ SUPPORT ☑ DO NOT SUPPORT ☐ NEUTRAL

COMMENTS: I AM OPPOSED TO THIS PROJECT BECAUSE OF IT'S LACK OF ACCESS TO BOYER AVE. EAST MOUNTAIN VIEW DRIVE WON'T HANDLE THIS INCREASE IN TRAFFIC AND WILL BE A BURDEN TO THOSE WHO LIVE ON IT, AND ASPEN WAY.

NAME: DOUG BOTTCHER ADDRESS: 506 E. MT. VW. DR.

University Park (PS20-0003) CC

PLEASE SCROLL DOWN
COMMENTS BEGIN BELOW

From: JOHN CHARUBA <charuba@yahoo.com>
Date: Monday, October 5, 2020 at 4:14 PM
To: Shelby Rognstad <mayor@sandpointidaho.gov>, Aaron Qualls <aqualls@sandpointidaho.gov>, Shannon Sherman <ssherman@sandpointidaho.gov>, Deb Ruehle <druehle@sandpointidaho.gov>, Joel Aispuro <jaispuro@sandpointidaho.gov>, John Darling <jdarling@sandpointidaho.gov>, Kate McAlister <kmcalister@sandpointidaho.gov>, Andy Groat <agroat@sandpointidaho.gov>
Subject: Oppose University Subdivision on Principle

Oppose the University Subdivision

The property deed dated 1913 was gifted from T. J. Humbird to the Idaho State Board of Education and Board of Regents of the University of Idaho. The terms of the deed were clearly written that the property be used for the benefit of the community for work carried on by farming. As long as the property was used as an experimental farm for purposes of demonstration by the State of Idaho, but in case it is not used for a period of time exceeding two years the .. . deed to revert to the original party. The parcel was gifted with the clear intention to serve and benefit the public as an experimental demonstration farm to serve the community. Clearly the property continues to be used for this intended purpose, as the many stands of the trees planted continue to thrive on the property as a **living demonstration of this intention**.

Aug 19, 2019 Daily News reported (attached): This **public parcel** was purchased by a **private real estate Developer** Tim McDonnell for 4 million dollars. The offer was accepted by the **new president of UI, Scott Green, even before the property was on the market. The intention is to privatize and develop for "second home owners" subdivision**. The rational given by the UI was the City of Sandpoint had been given two years to develop a plan to acquire the property, but was unable to raise the necessary money (property had two appraisals of 2.8 – 5.1 million).

1. We should all be concerned about how T.J. Humbird's original intentions become **SOLD OUT** to a real estate developer with clear intentions of privatizing for purpose of subdivision catering to higher profit margin second homes owners.

2. **Justification** for **public** assets to be **privatized** before it even went on the market. It is inexcusable that [illegible] Mcdonnel and Mulgrew's so quickly, quietly purchased this before it went on the market. This might be seen as an intention, even a ploy to avoid the public outcry of the sell to **private real estate developer with plans to build a subdivision for primarily higher profit margin in the second home housing market. Was there an attempt to return the land to the original owner's estate per the deed? Was there due diligence to honor the terms of the deed prior to selling it to a private real estate developer?**

3. It is inexplicable how the City of Sandpoint was not able to come up with a plan that would honor and be in align with the original intentions of the property for public utilization.

4. **MOST IMPORTANTLY the 1913 community farm does continue to thrive, several exquisite stands of trees provide a living demonstration of the original intended agricultural experiment by the State of Idaho. UI and real estate developers explain why that agricultural demonstration of those, trees are not considered "utilization" of the property for the properties original intended purpose?**

5. Now the City of Sandpoint, Kaniksu Land Trust are begging for crumbs of this property to remain in public utilization. State of Idaho maintains a Tree Stewardship projects were not consulted in part of the planning.

6. The original gift of property for the purpose of education, agriculture can be so distorted that now the City of Sandpoint, Kaniksu Land Trust are begging for crumbs of this property to remain for public utilization. State of Idaho maintains a Tree Stewardship projects were not consulted in part of the planning.

7. 1913 – 1914 records of deeds had several entries by T.J. Humbird many of those were for the public schools. It's difficult to believe the University of Idaho, Board of Education, City of Sandpoint have done their homework to provide due diligence for this outrageous project.

In conclusion, the above only touched on a few of the many reasons this project should be rejected; the last Planning & Zoning hearing reported concerns regarding public access for purpose of recreation, impacts on roads, land, environment and if the design maintained the "character of the community" even in regards to the type of fence to boarder the property on Boyer. No mention or intention was given to the human impact which most definitely has to do with the "character of the community ". There was little mention of including affordable housing for the community. No mention of education projects. AND NO MENTION of what is to become of the existence of the continued living tree demonstration.

T.J. Humbird's intention, foresight and generosity for the good of the community was perfectly clear. Even now in 2020 education and agricultural projects continue to be of paramount importance. We should all be concerned about how T.J. Humbird's original intentions become **SOLD OUT** to a real estate developer with clear intentions of privatizing for purpose of subdivision catering to higher profit margin second homes owners. These are the reason we remain opposed to the University Subdivision.

We are unable to attend hearing on Tuesday, please accept this written statemen..
John and Linda Charuba

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

On this 21st day of July in the year 1913, before me W. J. Smithson, a Notary Public, within and for the said county and State, personally appeared T. J. Humbird and W. H. Farnham, known to me to be the president and Assistant Secretary, respectively of Humbird Lumber Company the corporation that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same.

Witness my hand and official seal this day and year in this certificate first above written.

(Notarial Seal)

W. J. Smithson
Notary Public in and for the County of Spokane, State of Washington.

STATE OF IDAHO;)
County of Bonner) SS.

Filed for record at the request of Francis Jenkins on the 8th day of Nov. 1913, at 11-17 o'clock A. M., and recorded in Book 26 of Deeds on page 547.

Robt. S. McCrea, County Recorder. By S. G. Yoder, Deputy. Fee $ 1.50 chg.

COMPARED Diefenbacker
Indexed

No. 27714.

THIS INDENTURE, Made this 25th day of January 1913, A. D. 191__ between George L. Griffith and Rosie May Griffith Husband and Wife of Sagls County of Bonner and State of Idaho, the parties of the first part, and William C. Griffith now residing in Spokane Wash, the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Two and oo/100 Dollars, lawful monwy of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents remise, release, convey and forever quit claim unto the said party of the second part, and th His heirs and assigns, all that certain real property situate and being in the County of Bonner State of Idaho, described as follows, to-wit:

All of the land that is West of the East bank of a certain ditch and all of the land that is west of the East bank of a certain lake situated and being on the west end of Lot One (1) Two (2) and Three (3) in the W. 1/2 of the N.W.1/4 and North 1/2 of the S. W. 1/4 of Section Twenty four (24) Town Fifty six (56) North of range Two (2) W. B.M. in Bonner County Idaho, Containing about Four acres more or less.

TO HAVE AND TO HOLD the said premises, together with all and singular the tenements hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, unto ~~the~~ said party of the second part, His heirs and assigns forever.

IN WITNESS WHEREOF, The parties of the first part has_ hereunto set their hand_ and seal_ the day and year first above written.

Executed in the presence of:

I. Weil

G. L. Griffith (Seal)
Rosie May Griffith(Seal)

STATE OF IDAHO)
County of Bonner) SS.

I, Ignatz Weil, a Notary Public in and for said County and State, do hereby ~~tify~~ that on this 25th day of October A. D. 1913, personally appeared before me ~~rge~~ L. Griffith and Rosie May Griffith his wife to me personally known to be the ~~individuals~~ described in and who ~~execute~~ the within instrument, and acknowledged that

STATE OF IDAHO }
County of Bonner } SS.

I hereby certify that the within instrument was filed for record in the office of the County Recorder of said County, on the 7th day of Nov. A. D. 1913, at 2 o'clock and 17 minutes P. M., at the request of L. A. Crawford and recorded on page 546 of Book 26 of Deeds.

Robt. S. McCrea, County Recorder. By S. G. Yoder, Deputy. 1.50 Paid.

COMPARED Diefenbacker

Indexed

No. 27713.

THIS INDENTURE, made this 12th day of July, in the year of our Lord One thousand nine hundred and thirteen, between the Humbird Lumber Company of the County of Bonner and State of Idaho, Party of the first part; and the State Board of Education and Board of Regents of the University of Idaho, party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the benefits to be derived by the Community from the work carried on by an experimental farm, has donated, given, remised, released, alienated and confirmed unto the said party of the second part all of the following described real estate, situated in the County of Bonner and State of Idaho, to-wit:

All of the East half of section Fifteen, Township Fifty Seven North, Range Two West B. M. lying west of Sand Creek, and north of the present wye or railroad track connecting the Northern Pacific, the Spokane Internationl and the Great Northern Railways, less rights of way of record and county roads; containing approximately one hundred seventy acres.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part, so long as it be used as an expermental farm for demonstration purposes by the State of Idaho, but in case it is not so used for a period of time exceeding two years at any one interval, then said property is to revert to the party of the first part.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises together with the appurtenances, unto the party of the second part, to their successors. And the said party of the first part, and its successors and assigns, the said premises in the quiet and peacable possession of the said party of second part, its successors, against the said party of the first part, it_ successors and assigns, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name and its corporate seal hereunto affixed the day and year firs above written.

Witnesses as to T. J. Humbird:

J. A. Humbird

T. L. Greer

Witnesses as to W. H. Farnham

W. D. Vincent

HUMBIRD LUMBER COMPANY

By T. J. Humbird
President

W. H. Farnham
Assistant Secre

(Corporate Seal)

https://dnews.com/local/ui-receives-approval-to-sell-sandpoint-property/article_c3053402-246a-5201-bf02-4dc200e43bb4.html

UI receives approval to sell Sandpoint property

UI sold the land for $4 million before the property was officially placed on the market

By Scott Jackson, Daily News staff writer
Aug 30, 2019

Donated By T.J. Humbird Humbird Lumber to Un. of Id 1912-1913 for Agricultural education and research purposes

Research centers closed 2010 due to budget cuts land sold 2019 4 mil

University of Idaho President Scott Green

The University of Idaho received approval from the State Board of Education Thursday to sell a 75-acre parcel of land in Sandpoint that has gone unused for more than a decade. The property will be sold to developer Tim McDonnell for $4 million, according to board documents.

"The university is now in the position where we're attempting to fund the strategic priorities of the campus," UI Vice President for Finance and Administration Brian Foisy said. "To have an unutilized piece of property there is not really a fiscally prudent thing for us moving forward."

The site on North Boyer Avenue, donated to UI in 1913, was once the home to the Sandpoint Research and Extension Center, which was shuttered by the school's College of Agricultural and Life Sciences years ago, Foisy said. Previously, UI had agreed to give the City of Sandpoint about two years to develop a plan to acquire the property, Foisy said, but at the end of that timeframe, the city reported it was unable to raise the necessary money.

1913

Foisy said the UI had done two appraisals of the land in the past — one valuing the land at $2.8 million and the second coming in a little more than $5.1 million.

"The university had reached out to a commercial realtor and we were in the process of preparing to list the property when we literally received an email with the $4 million offer," Foisy said. "We did the math and we can tell what folks did was just take the average of the two appraisals — which is what you would expect to have happen — so we believe it does represent the fair value of the property."

Foisy said because the offer came before the property was placed on the market, UI avoids paying a costly commission to a real estate broker — potentially saving the school as much as 10 percent of the value of the land.

New UI President Scott Green said when the school purchased acreage in Jerome, Idaho, with plans to build the largest research dairy in the country, university officials announced plans to sell property in Caldwell and Sandpoint to help replenish reserves. He pointed out the UI still has a presence and commitment to the Sandpoint community through its Sandpoint Organic Agriculture Center, which sits on 45 acres of land that was donated to the university last year.

When a board member asked if going to market would have brought in potentially higher bids, Green expressed scepticism, saying it is likely the school would lose the $4 million offer in exchange for much lower bids.

"That market is extremely thin — the number of folks who will come out to bid on that property, they haven't been beating down our doors," Green said, mentioning the buyer tried to haggle the price down from $4 million, but UI stood firm. "We do think that the savings in the commission is worth

taking — just based on all that, we felt that this was the right decision both for the state and for t university."

Scott Jackson can be reached at (208) 883-4636, or by email to ***sjackson@dnews.com****.*

From: Aaron Qualls
Sent: Monday, September 21, 2020 8:27 AM
To: elizabeth wilson
Cc: Melissa Ward; Ryan Shea; Fonda Jovick
Subject: Re: PS20-0003

Dear Margaret and Charles,

Thank you for your comments regarding the University Park Subdivision proposal. The Planning Commission closed the public hearing, however, and only continued their deliberations. As such, we cannot provide any new information, including additional comments at this time. However, should the City Council hold a second public hearing before rendering a final decision, we will include your comments in their packet. Thank you again and if you have any questions, please don't hesitate.

Best,

Aaron Qualls, AICP
Director of Planning
& Community Development
City of Sandpoint
1123 Lake Street
Sandpoint, Idaho 83864
208-255-1738

http://www.sandpointidaho.gov

On 9/20/20, 4:40 PM, "elizabeth wilson" <ewilson265@gmail.com> wrote:

A left hand lane turn onto Boyer will be helpful; however A roundabout would provide for a Safer and more efficient way to Enable adequate traffic flow. Either way the cost of providing adequate, safe traffic patterns should come from the developer of this property. Not from the city and not from surrounding property, residence. Traffic Arriving or exiting from this new development should not be at the top of the road that goes to popsicle bridge . This area is used by walkers and bicyclists, People walking pets ,taking children for walks and bicycle rides. It is simply not a safe place Where Additional Traffic is warranted. Thank you for delaying The decision and hearing our neighborhood comments. MARGARET CHENEY HEPNER and Charles HEPNER Aspen Way

Sent from my iPhone

From: elizabeth wilson <ewilson265@gmail.com>
Sent: Friday, October 30, 2020 10:00 AM
To: Melissa Ward
Subject: Housing development hearing for Boyer/mt view

Our neighborhood will be adversely affected by traffic if mt view is used as the exit/ entrance to the development. Mt view provides access to the bike path to the creek, and is often busy with seniors, children and families. The additional traffic would make the train blockage even more congested than it is at this time.A roundabout onto Boyer from the development would provide Better traffic flow., A roundabout would allow for a safe left and right turn onto Boyer.Enhancing the safety for all the neighborhoods. The community being built should provide straight streets and Sidewalks, that allow for emergency access and safe walking. Single-family homes would provide for less congestion than multiple family homes.
Thank you for considering our input. Chuck HEPNER And Margaret Cheney HEPNER.Aspen Way, Sandpoint Sent from my iPhone

City Council Attachment - 9
Required Public Notices

Legals

Your Right To Know: Be an informed citizen: Read the Legals for informatio

NOTICE OF APPLICATION

Pursuant to Section 58-104(9) and 58-1301, et seq., Idaho Code (The Lake Protection Act) and rules of the State Board of Land Commissioners, notice is hereby given that Dale and Ronnie Gage have made application to install 170 linear feet of riprap on Lake Pend Oreille. Location: 41 Gages Road, Lake Pend Oreille, Sagle, Idaho, in Section 33 Township 57 North, Range 1 West, B.M., in Bonner County.

Written objections to or requests for hearing in this matter must be on file with the Idaho Department of Lands, 2550 Highway 2 West, Sandpoint, Idaho 83864 within thirty (30) days after the first appearance of this notice. Specific information regarding this application may be obtained from Justin Eshelman, Resource Specialist, Sr. on behalf of Public Trust Program - at the above address or by calling (208) 263-5104.

/S/ **TOM FLEER**,
Area Manager Idaho
Department of Lands
SNP LEGAL 8139
AD#412468
OCTOBER 13, 20, 2020

NOTICE OF APPLICATION

Pursuant to Section 58-104(g) and 58-1301, et seq., Idaho Code (The Lake Protection Act) and rules of the State Board of Land Commissioners, notice is hereby given that Gregory & Debra Wilson have made application to install riprap located at, Section 9 61N-4W on Priest Lake, ID, in Bonner County.

Written objections to or requests for hearing in this matter must be on file with the Idaho Department of Lands, 4053 Cavanaugh Bay Rd, Coolin, Idaho 83821 within thirty (30) days after the first appearance of this notice. Specific information regarding this application may be obtained from Trevor Anderson, Resource Specialist on behalf of Navigable Waters Program - at the above address or by calling (208) 443-2516.

/S/**Dan Brown**, Area Manager
Idaho Department of Lands
SNP LEGAL 8125
AD#411246
OCTOBER 6, 13, 2020

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Sandpoint City Council will hold a public hearing at their meeting on Wednesday, November 4, 2020, at 5:30 p.m. in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho, to consider the following:

A request (City Application #PS20-0003) to obtain preliminary approval for a 152-lot subdivision called University Park on two (2) parcels (RPS00000150751A and RPS00000151250A) totaling approximately 75 acres, bounded by E. Mountain View Dr. to the north, N. Boyer Ave. to the west, Sand Creek and Fifth Ave. to the east, and BNSF Railway tracks to the south. This property is legally described as the East half of Section 15, Township 57 North, Range 2 West Boise Meridian, lying West of Sand Creek and North of the present wye or railroad tract connecting the Northern Pacific, the Spokane International, and the Great Northern Railways, less county roads. Also less that parcel conveyed to the State of Idaho by Quitclaim Deed recorded December 15, 1958 under instrument no. 68533 in Book 100 of Deeds, Page 151, Records of Bonner County, Idaho. Also less that parcel conveyed to the Great Northern Railway Company by Correction Deed recorded August 7, 1967 under Instrument No. 112131, in Book 122 of Deeds, Page 213, Records of Bonner County, Idaho.

Those who wish to testify at the public hearing may do so by following the participation instructions that will be provided on or before October 30, 2020, on the Meeting Agendas page on the City website at https://www.sandpointidaho.gov/your-government/meeting-agendas and also on the November 4, 2020, Sandpoint City Council meeting agenda, which will be posted on or before October 30, 2020, on that page. City Council chambers and City facilities were reopened to the public for meetings beginning in Stage 3 of Governor Little's Idaho Rebounds Plan. Social distancing measures will be followed, and seating is placed at 6-foot separation, therefore limiting capacity. In--person seating is available on a first-come, first-served basis until reduced capacity is reached. If you wish to address the Council in person, you will be afforded the opportunity. Any individuals who may not be able to be seated will be given the opportunity to present from the podium and allowed entrance to chambers during the time of their presentation. An option for remote participation online or by phone will also be provided.

Copies of the complete files for the above are available for review online at https://www.sandpointidaho.gov/PS20-0003. **Any written testimony of more than two pages to be considered at this meeting must be delivered to City Hall at 1123 W. Lake St., Sandpoint, ID, or by email to** cityplanning@sandpointidaho.gov **before 5:00 p.m. on October 29, 2020.** Any person needing special accommodations to view the application files or participate in the above noticed meeting should contact the City of Sandpoint seven days prior to the meeting by email at the above email address or by calling **208-263-3310** .
SNP LEGAL 8135
AD#412347
OCTOBER 13, 2020

NOTICE OF SHERIFF'S SALE

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

HOPKINS US FUND, LLC, an Idaho Limited Liability Company,
Plaintiff,
vs.
JOHN F. CHURCHILL and SALLY A. CHURCHILL, husband and wife; and DOES I through XX, unknown claimants to the property commonly known as 466 Camp Bay Road, Sagle, Idaho,
Defendants.
Case No. CV09-20-0803
Sheriff's Case No. C20-987

Date of Sale: October 27, 2020
Time of Sale: 10:00 a.m.
Place of Sale:
Bonner County Sheriff's Office
4001 N Boyer Rd
Sandpoint, ID 83864

NOTICE OF SHERIFF'S SALE

Under and by virtue of a Writ of Execution issued out of the District Court of the First Judicial District of the State of Idaho, in and for the County of Bonner, Case No. CV09-20-0803, upon the 15th day of September, 2020, wherein Hopkins US Fund, LLC, Plaintiff, obtained a Judgment, Order of Sale and Decree of Foreclosure against John F. Churchill and Sally A. Churchill, Defendants, and Defendants John F. Churchill and Sally A. Churchill are indebted to the Plaintiff in the sum of $435,184.78, with interest at the legal rate of 5.25% from the entry of Judgment, and that Defendants John F. Churchill and Sally A. Churchill shall be barred and foreclosed from all right, title, and interest in and to the below described property;

NOTICE IS HEREBY GIVEN That on the 27th day of October, 2020, at the hour of 10:00 o'clock a.m. of said day, at the Bonner County Sheriff's Office, 4001 N. Boyer Road, Sandpoint, County of Bonner, State of Idaho, I will sell at public auction to the highest and best bidder, for cash or certified funds in lawful money of the United States of America, all of the right, title and interest of said Defendants John F. Churchill and Sally A. Churchill, in and to the following described real property, to satisfy the Plaintiff's Judgment, with costs. Said is particularly des lows:

Parcel 1

A tract of land i the South Half west Quarter (S Section 11, T North, Range 1 Meridian, Bonner ho, more particula as follows:

Commencing at corner of said S1 Center North 1/ thence South 89 along the North li cel described i Number 849860 of Bonner Count of 1320.00 feet POINT OF thence continu 89°58'05" West 345.60 feet; th 00°01'55" East 453.75 feet; th 89°58'05" East 345.60 feet to th corner of said Ins ber 849860; th 00°01'55" West a line of said Instru 849860, a distan feet to the True P ning.

Parcel 2

A tract of land in of the Northe (W1/2NE1/4) of Township 56 No West, Boise Mer County Idaho, m ly described as fo

Beginning at th Corner of said which point is th common to Sect (an original stone) along the North Section 11, Sou East a distance o thence leaving sa South 00°09'29" the West line of t scribed by Ins 884570 in the Bonner County 1328.86 feet (13 field survey); then North 89°29'40"

Copyright (c) 2020 Bonner County Daily Bee, Edition 10/13/2020.All Rights Reserved.
October 13, 2020 9:12 am (GMT -7:00)

Powered by TECNAVIA

AFFIDAVIT OF SERVICE BY MAIL

State of Idaho)
) ss
County of Bonner)

Ryan Shea, being first duly sworn, deposes and states that she is a person over the age of 18 years, is an employee of the City of Sandpoint, is not a party to or interested in the subject matter of the attached letter, and that on the 12th day of October, 2020 a true copy of the said letter pertaining to:

PS20-0003 University Park

See Attached.

---

was deposited in the United States mail at Sandpoint, Idaho, postage prepaid, or emailed addressed to:

- Attached list of nearby property owners within 300' of subject property (mailed)

Affiant

SUBSCRIBED TO AND SWORN before me, a Notary Public in and for the State of Idaho, on the 14 day of October, 2020.

DYAN EASON COMM. EXP. 02/28/26 NOTARY PUBLIC COMM. NO. 827 STATE OF IDAHO

NOTARY PUBLIC - State of Idaho
Residing in Bonner County, Idaho
My Commission Expires: 02/28/26

ANVIL PROPERTIES LLC
12474 W GINGER CRK DR
BOISE, ID 83713

BOTTCHER, R DOUGLAS & LINDA J
506 E MOUNTAIN VIEW DR
SANDPOINT, ID 83864

KEDISH, GARY L & NC
2224 N BOYER AVE
SANDPOINT, ID 83864

CAVEN, RICHARD A
CAVEN, VERN R
612 E MOUNTAIN VIEW DR
SANDPOINT, ID 83864-8688

LUTES, VERNA I
2206 ASPEN WAY
SANDPOINT, ID 83864-9334

KERN, JOHN & LORI
2226 ASPEN WAY
SANDPOINT, ID 83864-9334

BOWMAN, CLAYTON R
516 E MOUNTAIN VIEW DR
SANDPOINT, ID 83864

CITY OF PONDERAY
288 Fourth St
Ponderay, ID 83852

SLETAGER, RALPH M JR
SLETAGER, RALPH M & SANDRA J
120 E LAKE ST
SANDPOINT, ID 83864

SLETAGER, BRUCE & PATRICIA L
425 SANDCREEK LN
SANDPOINT, ID 83864

JOHNSON, NOLAND C & JUDITH A
98 SHADOW MTN RD
SANDPOINT, ID 83864

COX, JACQUITA ESTATE
COX, ALLEN ESTATE
PO BOX 128
SANDPOINT, ID 83864

HADLEY, NANCY A
700 WHISKEY JACK CIRCLE
SANDPOINT, ID 83864

AIKEN, JAMES R
HADLEY, NANCY A
700 WHISKEY JACK CIRCLE
SANDPOINT, ID 83864-8859

WRIGHT, RICHARD A & SHARLENE
WRIGHT, BRYAN A
418 CEDAR RIDGE RD
SANDPOINT, ID 83864

SANDPOINT CHRISTIAN CENTER
1925 N BOYER
SANDPOINT, ID 83864

REINBOLD, MARVIN D & JULIE L
604 E MOUNTAIN VIEW DR
SANDPOINT, ID 83864

DUSTMAN, JAMES & WESLEY A
2224 SAND CREEK LN
SANDPOINT, ID 83864

BEAZLEY, DEBORAH M
420 E MOUTAIN VIEW DR
SANDPOINT, ID 83864

KNIGHT, AARON B & DIANE L
103 CHARDONNAY DR
BLANCHARD, ID 83804-5004

KRESGE, KERRY
2117 N BOYER AVE
SANDPOINT, ID 83864

HEALY TRUST
HEALY, JAMES W TRUSTEE
609 LAKEVIEW BLVD
SANDPOINT, ID 83864

NORTH CONGREGATION
SANDPOINT IDAHO C0NGREGATION
1715 N BOYER AVE
SANDPOINT, ID 83864-7457

M & W HOLDINGS LLC
809 W MAIN STE 303
SPOKANE, WA 99201

K-M ENTERPRISES OF IDAHO LLC
PO BOX 373
SANDPOINT, ID 83864

LEVEL I LLC
25362 MONTE VERDE DR
LAGUNA NIGUEL, CA 92677-1537

Bonner County Housing Agency
120 S Second Ave, Ste B
Sandpoint, ID 83864

Humble, Jacob & Black, James
107B N First Ave
Sandpoint, ID 83864

Jan & Paul Rumore
214 Hunt Lane
Sandpoint, ID 83864

Jeroma, Jessica & Piraino, Chad
PO Box 822
Ponderay, ID 83852

CITY OF SANDPOINT CITY COUNCIL
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Sandpoint City Council will hold a public hearing at their meeting on **Wednesday, November 4, 2020, at 5:30 p.m.** in the City Council Chambers at City Hall, 1123 W. Lake Street, Sandpoint, Idaho, to consider the following:

A request (City Application #PS20-0003) to obtain preliminary approval for a 152-lot subdivision called University Park on two (2) parcels (RPS00000150751A and RPS00000151250A) totaling approximately 75 acres, bounded by E. Mountain View Dr. to the north, N. Boyer Ave. to the west, Sand Creek and Fifth Ave. to the east, and BNSF Railway tracks to the south. This property is legally described as the East half of Section 15, Township 57 North, Range 2 West Boise Meridian, lying West of Sand Creek and North of the present wye or railroad tract connecting the Northern Pacific, the Spokane International, and the Great Northern Railways, less county roads. Also less that parcel conveyed to the State of Idaho by Quitclaim Deed recorded December 15, 1958 under instrument no. 68533 in Book 100 of Deeds, Page 151, Records of Bonner County, Idaho. Also less that parcel conveyed to the Great Northern Railway Company by Correction Deed recorded August 7, 1967 under Instrument No. 112131, in Book 122 of Deeds, Page 213, Records of Bonner County, Idaho.

Those who wish to testify at the public hearing may do so by following the participation instructions that will be provided on or before October 30, 2020, on the Meeting Agendas page on the City website at **https://www.sandpointidaho.gov/your-government/meeting-agendas** and also on the November 4, 2020, Sandpoint City Council meeting agenda, which will be posted on or before October 30, 2020, on that page. City Council chambers and City facilities were reopened to the public for meetings beginning in Stage 3 of Governor Little's Idaho Rebounds Plan. Social distancing measures will be followed, and seating is placed at 6-foot separation, therefore limiting capacity. In-person seating is available on a first-come, first-served basis until reduced capacity is reached. If you wish to address the Council in person, you will be afforded the opportunity. Any individuals who may not be able to be seated will be given the opportunity to present from the podium and allowed entrance to chambers during the time of their presentation. An option for remote participation online or by phone will also be provided. Copies of the complete files for the above are available for review online at **https://www.sandpointidaho.gov/PS20-0003**. **Any written testimony of more than two pages to be considered at this meeting must be delivered to City Hall at 1123 W. Lake St., Sandpoint, ID, or by email to cityplanning@sandpointidaho.gov before 5:00 p.m. on October 29, 2020.** Any person needing special accommodations to view the application files or participate in the above noticed meeting should contact the City of Sandpoint seven days prior to the meeting by email at the above email address or by calling **208-263-3310**.

Please detach before mailing and save this portion for a reminder of the meeting

You can send us your opinion in writing by using the space provided at the bottom of this notice, faxing your response to 208-263-3678, emailing us at cityplanning@sandpointidaho.gov, calling us at 208-263-3370, or you can come to the public hearing and voice your concern or your support. **Please note** that written comments must include your name and address to be placed in the public record.

PLEASE RESPOND: ☐ SUPPORT ☐ DO NOT SUPPORT ☐ NEUTRAL

COMMENTS: _____

NAME: _____ ADDRESS: _____

Procedure for written submissions and oral testimony

1. Written testimony of more than two pages must be delivered to the Planning staff before 5:00 pm, October 29, 2020.
2. Public hearings follow this order of events:
   a) Outline of procedure.
   b) Explanation of subject of the hearing by City staff (may be in written form).
   c) Presentation by applicant.
   d) Testimony from audience in favor and/or against proposal.
   e) Questioning of involved parties by the City Council/Planning Commission.
   f) Rebuttal by applicant.
   g) Discussion of hearing subject among Council members/Commissioners.
   h) Conclusion of hearing process.
3. Procedures:
   a) Speakers sign in.
   b) Each speaker is recognized by the chairperson.
   c) Public hearings are recorded electronically and speakers need to speak into the microphone so that the recorded testimony or remarks will be accurate and complete.
   d) At the commencement of the public hearing, the City Council/Planning Commission may establish a time limit to be observed by all speakers. The time limit is established depending on the number of speakers who sign up for each public hearing and applies only to the speaker's comments. Any spokesman for a group that requires additional time must make arrangements with Planning and Building Services at least Six (6) days in advance. There is no time limit for questions from the Council/Commission to the applicant.
   e) The City Council/Planning Commission may suspend or amend any of these rules by vote.
   f) More information regarding public participation will be provided on or before October 30, 2020, on the Meeting Agendas page on the City website at https://www.sandpointidaho.gov/your-government/meeting-agendas and also on the November 4, 2020, City Council meeting agenda, which will be posted on or before October 30, 2020, on that page.
4. You are invited to review the application and record at the following website: https://www.sandpointidaho.gov/PS20-0003.
5. Staff reports will be available for review at least 48 hours prior to the hearing date at https://www.sandpointidaho.gov/your-government/meeting-agendas.

City of Sandpoint
Planning and Building Services
1123 Lake Street
Sandpoint, ID 83864

PS20-0003 Notice sign posted at 1904 N Boyer Ave.

PS20-0003 Notice sign posted at northwest corner of parcel (Boyer Ave & E Mountain View Dr)

PS20-0003 Notice sign posted on northern boundary, next to E Mountain View Dr and Aspen Way intersection.

City Council Attachment - 10
Urban Area Transportation Plan
Goals and Objectives

1.4 Community Involvement

Community involvement was an integral component in the development of the Urban Area Transportation Plan. The Cabinet provided guidance on technical issues and direction regarding policy issues to the consultant team, meeting often more than monthly over the 18 total months of plan development.

Secondly, *stakeholder interviews* were a major portion of public involvement. Staff from the Transportation Information Office joined the consultant team in interviewing many individuals across the Urban Area. The stakeholder interviews served to help define plan Goals and Objectives as well as assist in identification of system deficiencies.

The next element of community involvement consisted of three *community meetings*. The first public meeting was held on May 24, 2006 from 4-7 pm at Bonner Mall in Ponderay. This meeting (as well as the second) was announced in multiple ways through fliers and newspaper announcements. A radio interview was given prior to the first meeting. During this meeting, the general public was invited to learn about the planning process and to provide input on local transportation issues and concerns. Between the first and second public meetings, a significant number of city council and IHD Board interactions, during formal meetings, gave the opportunity for not only the public but the elected officials to provide valuable input. The second meeting was a workshop to provide input on the selection of a regional travel scenario for use in planning transportation improvements. This meeting was held on March 1, 2007 in the Elks Lodge in Ponderay.

The final element of public involvement involved interaction with the *Bonner County Area Transportation Team* (BCATT) and the *Ponderay Community Development Corporation* (PCDC). Many updates and several presentation afforded participating individuals various opportunities for providing input during the planning process. Both forums received various constructive inputs from a regional perspective and assisted in the further development of the plan.

1.5 Goals and Objectives

Based on direction from the Cabinet, each jurisdiction and the public, a set of Goals and Objectives for the Urban Area transportation system were defined. The Goals and Objectives were used to make decisions about various potential improvement projects and may be incorporated into any of the jurisdictional comprehensive plans. The Goals and Objectives were as follows:

1.5.1 Overall Transportation Goal

To provide and encourage a safe, convenient, and economic transportation system to facilitate the efficient pedestrian, bicycle and vehicular movement of people and freight within the Urban Area.

Objectives

- Assist the Idaho Transportation Department in setting project priorities in planning improvements to maintain all highways within and serving the Urban Area.
- Maintain, improve and complete streets, based on available funds, to meet present and future needs.
- Support current and planned projects to assist the transportation disadvantaged.

- Develop and upgrade transportation facilities in such a manner that valuable soil, water, scenic, historic, or cultural resources are not damaged or impaired and livability is protected.
- Provide adequate signage along roadways for the purpose of easy identification.
- Comply with all applicable state and federal noise, air, water, and land quality regulations.
- Adopt street design standards common among all Urban Area jurisdictions.
- Adopt functional classifications for roadways by mode for each city and IHD to adopt.

1.5.2 Goal 1

Develop access management standards that provide a balance between access to adjoining lands and safe and efficient traffic flows.

Objectives

- Develop access management standards that guide the frequency, location and size of accesses for each street classification.
- Limit the number of approaches onto collectors and arterials in order to minimize conflicts between modes and preserve the function of the multimodal corridor.
- Adopt an Urban Area-wide access management policy.
- Coordinate roadway access and functional classifications with land use.

1.5.3 Goal 2

Improve and enhance safety and traffic circulation and preserve an acceptable level of service (LOS) on local street systems.

Objectives

- Develop an efficient multimodal road network that would strive to maintain an LOS of C or better for peak hour traffic.
- Plan for the development of parallel and complementary transportation corridors.
- Provide inter-connectivity among all road and highway systems, preserving individual local community identity.
- Improve and maintain existing roadways (e.g., pavement conditions, bike lanes, crosswalks, sidewalks and pedestrian facilities).
- Ensure planning coordination among the cities, county, state, highway district, and nearby cities.
- Identify truck routes to focus truck traffic to a limited number of roads.
- Investigate the mitigation of railroad traffic on vehicular and pedestrian traffic circulation.
- Encourage citizen involvement in identifying problem areas and solutions.
- Develop connective pedestrian and bicycle systems.

1.5.4 Goal 3

Develop procedures to minimize negative impacts to and protect transportation facilities, corridors, or sites during the development review process.

Objectives

- Develop and adopt requirements for traffic impact studies.
- Request traffic impact studies on individual development proposals that generate significant traffic in order to evaluate impacts from land use changes.
- Encourage the design and construction of local streets that improve street connectivity.
- Review multimodal roadway design of new development to ensure that it meets jurisdictional design and construction standards before the acceptance of maintenance responsibility.
- Develop and adopt a method to encourage traffic speed calming within existing and proposed developments.
- Adopt policies to accommodate utilities.

1.5.5 Goal 4

Improve and enhance rail freight movement, truck routes, air service, and emergency services.

Objectives

- Support safe and improved railroad crossings or conversion to grade separations.
- Evaluate existing truck routes to make needed improvements and establish new truck routes serving the Urban Area.
- Maintain and improve access for emergency services.

1.5.6 Goal 5

Enhance alternative modes of transportation (walking, bicycling, rideshare/carpooling, and transit) through improved access, safety, convenience, and service.

Objectives

- Plan for the further development of an Urban Area trail network that is designed to encourage pedestrian and bicycle use and that interconnects the communities and region.
- Plan for the provision of transportation services to the transportation disadvantaged (e.g., children under the driving age, people with limited physical mobility, and people with limited choice in obtaining private transportation).
- Review all development proposals to ensure improvement of existing and installation of additional sidewalks, trails, bicycle paths, and pedestrian ways.
- Ensure that new walkways directly connect residential areas with parks, schools, jobs, shopping and other pedestrian destinations.
- Install crosswalks where each city's engineering staff deems appropriate.
- Support the enhancement of the current public transportation system.
- Encourage development to occur near existing community centers (infill) where services are available to reduce dependence on automotive transportation.
- Seek funding for projects evaluating and improving the environment for alternative modes of transportation.
- Encourage mixed-use development to reduce automobile dependency.
- Identify and improve safe routes to school

1.5.7 Goal 6

Minimize adverse impacts and enhance user experience related to the transportation system.

Objectives

- Ensure that the transportation system contributes to community livability by maintaining levels of service and by further developing alternative modes of transportation.
- Ensure that the transportation system contributes to the protection of community character and values.
- Encourage the development of major entryways and gateways into each jurisdiction to ensure that they contribute to a positive image of each community.
- Ensure that transportation projects include mitigation measures such as landscaping and natural enhancements.

1.5.8 Goal 7

Preserve adequate right-of-way for future multimodal corridors and improvements.

Objectives

- Identify future multimodal corridor needs on the transportation system map and ensure adequate building setbacks through zoning ordinances while allowing for strategic enhancement of land uses.
- Consider requirement for preservation of multimodal corridors as a condition of approval for annexation approvals.
- Obtain the entire needed right-of-way at the time of annexation.
- Cooperate with the school district and other jurisdictions to jointly implement a long-range school site acquisition program in coordination with the future transportation system.

1.5.9 Goal 8

Consider all available options to fund multimodal improvements and maintenance projects.

Objectives

- Enhance the existing proportionate-share development impact fee program where it exists and provide for the transportation elements for the establishment of a proportionate-share development impact fee program where not established.
- Investigate alternative financing mechanisms appropriate to multimodal improvement projects.
- Implement local improvement district (LID) financing when deemed appropriate by the cities and members of the community.
- Study the feasibility of using alternate methods of multimodal improvement financing.
- Take advantage of federal and state highway funding programs.
- Balance transportation needs and funding, maintaining a fiscally constrained approach to planning capital improvement projects.

1.5.10 Goal 9

Continue coordination among the member jurisdictions of this effort (Dover, Sandpoint, Ponderay, Kootenai, IHD) as well as with the Idaho Transportation Department, Bonner County, and the Bonner County Area Transportation Team (BCATT).

Objectives

- Continue diligent participation with BCATT.
- Cooperate with the Idaho Transportation Department on the implementation of the Statewide Transportation Improvement Program (STIP).
- Encourage the preservation and improvement of the multimodal function, level of service, and safety of all highways.
- Cooperate with the Idaho Transportation Department to preserve and enhance transportation corridors that affect the Urban Area.
- Work together in establishing cooperative road improvement programs, funding alternatives, and schedules.

1.6 Related Documents

The transportation plan addresses the local transportation needs in the Urban Area. Several other related documents also address transportation issues either in or adjacent to the Urban Area. These documents were utilized to various extents during the planning process to ensure that the transportation plan is consistent with other transportation policies and plans already in effect, under development, or as updated. This section lists the applicable documents.

- Bonner County Transportation Plan, December 2004
- City of Ponderay, Comprehensive Plan, June 2005
- City of Ponderay, Title 10, Subdivisions and Improvements
- City of Sandpoint, Streetscape Ordinance
- City of Sandpoint, Sidewalk Design Standards and Standard Drawings
- Dover Access Study, February 2006
- Sand Creek Byway, Origin-Destination Study, March 2002
- Highway Standards for the Associated Highway Districts, Kootenai County, Idaho, 2005

No: 20-056
Date: December 2, 2020

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: UNIVERSITY PARK SUBDIVISION DEVELOPMENT AGREEMENT

WHEREAS: Following a duly-noticed public hearing, the preliminary plat of the University Park Subdivision (City Application #PS20-0003), under development by K-M Enterprises of Idaho, LLC, and M&W Holdings, LLC ("Developers"), was approved with conditions by Sandpoint City Council on November 4, 2020;

WHEREAS: As relayed within the minutes of the November 4 meeting, Council approval included direction to City staff to make specific modifications to the proposed Development Agreement that incorporate conditions of the preliminary plat approval; and

WHEREAS: Since that time, City staff has worked with the Developers and their representatives to negotiate the final terms of the conditions into the Agreement, including the requested modifications by Council.

NOW, THEREFORE, BE IT RESOLVED THAT: Pursuant to City Code 9-9-11-D, the University Park Subdivision Development Agreement, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby approved.

BE IT FURTHER RESOLVED THAT: On behalf of the City, the Mayor or, in his absence, the City Council President is hereby authorized to sign and enter into this Agreement.

BE IT FURTHER RESOLVED THAT: Pursuant to City Code 9-9-11-E, upon full execution, this Agreement will be recorded in the Bonner County Recorder's office.

Shelby Rognstad, Mayor

ATTEST:

Melissa Ward, City Clerk

Instrument # 991045
Bonner County, Sandpoint, Idaho
09/03/2021 10:25:19 AM No. of Pages: 26
Recorded for: JEREMY GRIMM
Michael W. Rosedale Fee: $85.00
Ex-Officio Recorder Deputy _____
Index to: MISC

DEVELOPMENT AGREEMENT
UNIVERSITY PLACE
SUBDIVISION

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Recording requested by:
Jeremy Grimm on behalf of:
Tim McDonnell DBA K-M Enterprise LLC

614 Creekside Lane
Sandpoint, Idaho 83864

When recorded return to:
CITY of Sandpoint
Jennifer Stapleton, City Administrator
1123 Lake Street
Sandpoint, Idaho 83864

DEVELOPMENT AGREEMENT
UNIVERSITY PLACE SUBDIVISION

THIS DEVELOPMENT AGREEMENT (AGREEMENT), is entered into this _4th__ day of August, 2021 by and between the CITY of Sandpoint, Bonner County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "CITY," whose address is 1123 Lake Street, Sandpoint, Idaho 83864; and K-M Enterprises of Idaho, LLC, an Idaho Limited Liability Company, hereinafter referred to as the "DEVELOPER", whose address is P.O. Box 996, Dover, ID 83825. The CITY and the DEVELOPER are sometimes referred to herein as a "party" or "parties."

WITNESSETH:

WHEREAS, the DEVELOPER's subdivision proposal has been evaluated in accordance with CITY requirements for a subdivision, and received preliminary plat approval, which includes certain express terms, conditions and agreements, which the parties wish to memorialize as applicable to the subdivision. A draft of the proposed Subdivision Plat of University Park, now referred to as University Place, is attached hereto and incorporated herein as Exhibit A (the "Preliminary Plat"); and,

WHEREAS, the Planning Commission, the Mayor and the CITY Council of the CITY have determined that it is in the best interests of the CITY and the citizens thereof to approve the subdivision plat pursuant to the terms, covenants and conditions hereinafter set forth.

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WHEREAS, this Agreement replaces and supersedes the original agreement, entered into on the 30th day of December, 2020 and recorded on January 11, 2021 in Bonner County, Idaho, Instrument No. 973949.

NOW THEREFORE, pursuant to Sandpoint CITY Code Section 9-9-11, and in consideration of the terms, covenants and conditions set forth herein, the parties agree as follows:

1. **LEGAL DESCRIPTION**: The property affected by the Preliminary Plat is described as follows:

   See EXHIBIT B

The historic use of the Property was an agricultural research station for the University of Idaho. The University declared the Property surplus and sold it to DEVELOPER. The PROPERTY is zoned by the CITY to allow urban density development. The current permitted uses of the Property shall be in accordance with the CITY designation of Residential Single-Family for approximately 60 acres located east of Boyer Avenue and west of the Union Pacific Railroad Tracks, south of Mountain View Drive. Approximately 5.5 Acres located between the Union Pacific Railroad Tracks and US Highway 2 are zoned Commercial B. The remaining 10 acres +/- are encumbered by Railroad Right-of-way or are steep slopes or are submerged wetlands.

2. **CONCEPT PLAN:** The DEVELOPER has prepared a concept plan for the Property, which has been made part of Preliminary Plat, attached hereto as Exhibit A.

3. **CONSTRUCTION SCHEDULE:** The DEVELOPER intends to construct Required Infrastructure Improvements and plat over phases. A specific schedule detailing the anticipated timing of infrastructure construction and estimated cost per phase shall be provided prior to issuance of construction permit(s). The Construction Schedule shall be substantially in the form detailed in Exhibit D. All phases of the Required Infrastructure Improvements shall be substantially completed in accordance with timeframes provided by CITY Code 10-1-7. The development schedule may be modified by the mutual consent of both parties, but in no case will building permits be issued prior to Final Plat approval, per phase. Extensions of the Construction Schedule shall not extend beyond December 31, 2025.

Developer may request a final plat on less than the entirety of any Phase (i.e. Phase 1A or Phase 2A) to be called a "Sub-Phase", to accommodate building on a smaller number of lots previous to the completion and approval of Final Plat of the entire Phase. But, in no case will sale of lots be allowed, nor Certificates of Occupancy be issued on any building constructed in the Sub Phase Final Plat prior to the Final Plat approval on the entire Phase.

4. **UTILITIES**: The DEVELOPER agrees to use the CITY'S water and sanitary sewer systems for the Property as lots are developed and to be responsible for any fees and charges normally required of similarly situated owners pursuant to CITY Code. The CITY agrees to provide access to such systems upon payment of the customarily-required fees. DEVELOPER

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may transfer the obligation to pay such fees and costs to the future owner of any Lot as shown on the Final Plat (each a "Lot"). Utility service to each phase shall be fully functional consistent with CITY standards even if such functionality requires improvements on land designated for subsequent phases.

5. **REQUIRED INFRASTRUCTURE IMPROVEMENTS**: The DEVELOPER agrees to construct the following public improvements in accordance with the terms of this Agreement and the applicable standards adopted by the CITY, no later than those dates reflected in the attached phasing schedule: sanitary sewer and water system extensions, fire hydrants, stormwater management, street, signage, curbs and gutters, drainage appurtenances, sidewalks, and the conditions of Section 12 herein (the "Required Infrastructure Improvements"), in accordance with the final plans, Approved For Construction. DEVELOPER agrees to confer with CITY staff during the course of the project to verify that all Required Infrastructure Improvements are in fact being installed and built in conformance with standards adopted by the CITY.

6. **STANDARDS AND WARRANTY**: The parties agree that the Preliminary Plat, the Concept Plan and the Construction Schedule submitted by the DEVELOPER for development of the Property are generally acceptable to the CITY. The DEVELOPER agrees that all Required Infrastructure Improvements shall be built to CITY standards and permits, adhering to all CITY policies and procedures and standards adopted by the CITY, including but not limited to Idaho Standards for Public Works Construction (ISPWC) (latest edition). The DEVELOPER further agrees that the final construction plans shall be submitted to the CITY for approval prior to commencement of any construction; shall detail construction of all Required Infrastructure Improvements; and, that all such work will be constructed in a workmanlike manner. The DEVELOPER will properly warrant all public improvements properly from defects by providing a warranty bond in an amount approved by the CITY and representing twenty percent (20%) of the estimated cost of all Required Public Improvements for a period of two years from the date of written acceptance by the CITY and prior to Final Plat approval. Should the DEVELOPER fail to make any required repairs within thirty days' written notice, the CITY may exercise the warranty bond. This period may be extended by the CITY if inclement winter weather prevents repair within the thirty-day period.

7. **INSPECTION AND TESTING**: All Required Infrastructure Improvements shall be inspected and tested by qualified professionals in accordance with Idaho Standards for Public Works Construction (latest edition) with all costs of testing and inspection to be borne by the DEVELOPER.

8. **ACCEPTANCE AND FAILURE TO COMPLY:** Inspection reports and testing records, conducted at the frequency and method(s) specified in the Idaho Standards for Public Works Construction (latest edition) for all Required Infrastructure Improvements shall be provided to the CITY within ninety days of completion of construction. A letter(s) signed by a professional engineer(s), licensed in Idaho, shall be provided by the DEVELOPER to the CITY stating that the

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substantially completed work was constructed in accordance with the conditions of this Agreement and subsequent permits, including but not limited to the approved plans and standards set forth herein. In no event shall the CITY accept the Required Infrastructure Improvements and/or approve a Final Plat, until such documentation has been provided and deemed acceptable by the CITY Engineer. The CITY reserves the right to retain the performance bond for Required Infrastructure Improvements and/or withhold other permits until the CITY has accepted the same.

9. **COVENANTS RUN WITH THE LAND**: The terms, conditions and covenants to be performed by the DEVELOPER under this Agreement shall run with the Property, and are binding upon the DEVELOPER, owners, co-owners, subsequent owners, and the DEVELOPER'S heirs, assigns and successors in interest. Transfer of any lot within the development to an owner shall automatically be deemed a transfer all of the obligations to be performed by the DEVELOPER with respect to any such lot. The obligations of the DEVELOPER, and any owners under this Agreement shall be joint and several.

Previous to approval of any Final Plat (including any Sub-Phase) within this Subdivision, DEVELOPER will be required to create, submit and have approved a Declaration of Covenants, Conditions, and Restrictions, commonly known as the CC&Rs to be recorded and run with the land.

10. **SECURITY FOR REQUIRED INFRASTRUCTURE IMPROVEMENTS**: The DEVELOPER or the DEVELOPER'S contractor shall submit a security device, per phase, sufficient to cover 150% of the CITY's approved estimated cost of construction, testing, and inspection for those Required Public Improvements not otherwise located on private property, including, but not limited to, streets and associated infrastructure, water main extensions, and sewer main extensions, and storm drainage facilities. This security device shall be provided prior to issuance of the related construction permit(s) and shall inure to the benefit of CITY, and may be in the form of a performance bond, irrevocable letter of credit, cash deposit or other security device acceptable to the CITY. The CITY reserves the right to perform the Required Infrastructure Improvements and retain the security in the event that the DEVELOPER fails to perform the work in accordance with this Agreement, as determined by the CITY. In no event will the security device be released until all Required Infrastructure Improvements have been completed in accordance with this Agreement and the Final Plat is approved by the CITY.

11. **MERGER AND AMENDMENT**: All promises and negotiations between the parties' merge into this Agreement. The Parties agree that this Agreement shall be amended only in writing and signed by both parties. The Parties further agree that this Agreement is not intended to replace any other requirement of CITY Code, but instead this Agreement is to be interpreted in connection with and as a supplement to CITY Code provisions.

12. **CONDITIONS**: The DEVELOPER shall meet the following requirements for this project.

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a. Detailed analysis will occur throughout the subdivision process. The analysis of layout, design, engineering and other factors may result in the need to revise a variety of plan elements. In addition, revisions may be necessary at the time of construction improvement plans. If CITY staff determines the revisions are substantial, these changes will require an amendment to the AGREEMENT. If the CITY staff determines that the revisions are minor, the changes may be approved, disapproved, or approved with conditions administratively. The authority to make the determination of when a revision is minor versus substantial is the CITY's.

b. The 20' wide utility and emergency exit easement shown on the preliminary plat (sheet 4) shall also contain a publicly dedicated pedestrian easement which shall include a minimum 10' wide paved path to provide connection between what is shown to be both legs of S. Sand Creek Lane. If final utility plans necessitate access for maintenance, the access shall be capable of accommodating CITY maintenance vehicles.

c. DEVELOPER shall provide a publicly dedicated pedestrian easement which shall include the construction of a minimum 10' wide paved path to provide connection between North Boyer Avenue and Blue Grass Avenue. The location of the pedestrian easement shall be approved by the CITY.

d. DEVELOPER shall provide an update to the Trip Generation and Distribution Letter dated April 21, 2020 and the subsequent Traffic Impact Analysis (TIA) prepared by David Evans Associated, dated July, 20, 2020 (DEA Project Number KMEP0000-0001) in support of any future rezone or density increase above the current Single Family Residential zone.

e. DEVELOPER shall make full improvements to urban standards to North Boyer Avenue as defined by CITY as specified below:

1. Frontage improvements at this location shall be in accordance with CITY Code and standards. Developer shall construct a six (6) foot high non-vinyl fence along the entire frontage of North Boyer Avenue located on private property to provide for visual interest along the edge of the development which shall be maintained in perpetuity by the HOA.

2. The CITY of Sandpoint shall be responsible for snow removal on the shared pathways.

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f. DEVELOPER shall make full improvements to urban standards to East Mountain View Drive, as defined by CITY as specified below:

1. Prior to a certificate of occupancy being issued on Phase I, Developer to reconstruct the southern portion of the East Mountain View Drive right-of-way along the property frontage, in general accordance with Exhibit B (concept plan/section – not for construction). The Developer shall obtain a construction permit, including CITY approved for construction plans (engineered roadway design by DEVELOPER).

2. Frontage improvements at this location shall be in accordance with CITY Code and standards. Developer shall construct a six (6) foot high non-vinyl fence along the entire frontage of East Mountain View Drive located on private property to provide for visual interest along the edge of the development which shall be maintained in perpetuity by the HOA.

3. The CITY of Sandpoint shall be responsible for snow removal on the shared pathway.

g. DEVELOPER shall pay their "Fair Share" allocation of the cost of signalization of North Boyer Avenue and Baldy Mountain Road as specified below:

1. Prior to issuance of any permit for construction in Phase 2, the Developer shall pay a lump sum amount of $87,360 as an extraordinary impact fee (CITY Code 12-1-12), for system improvements at the intersection of North Boyer Ave/Baldy Mountain Road, specifically to provide signalization. This total amount represents development's fair share contribution of 21.84% at this location, resulting from the development, calculated in accordance with the methodology described in the adopted Urban Area Transportation Plan (UATP). The total calculated system improvements at this location include engineering and public infrastructure, and exclude possible right-of-way acquisition and railroad improvements due to the lack of a preliminary design validating the necessity of either.

h. DEVELOPER shall pay their "Fair Share" allocation of the cost of signalization of US 2 and Larch Street as specified below:

1. Prior to issuance of any permit for construction, the Developer shall pay a lump sum amount of $6,703.20 as an extraordinary impact fee (CITY Code 12-1-12), for system improvements at the intersection of US-2/Larch Street, specifically, to provide additional and dedicated turn lanes for eastbound and westbound motorists. This total amount represents the development's fair share contribution of 2.45% at this location, resulting from the development, calculated in accordance with

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the methodology described in the adopted Urban Area Transportation Plan (UATP). The total calculated system improvements at this location include engineering and public infrastructure; sufficient right-of-way exists for necessary system improvements.

i. Development of the lots will be subject to all current requirements in place at the time of permit application.

j. The DEVELOPER shall maintain compliance with the United States Environmental Protection Agency's Construction General Permit (CGP) throughout development. Failure to comply with the terms of the CGP may result in orders to stop work by the CITY or others.

k. DEVELOPER and/or owners of individual lots shall be required to pay impact fees prior to issuance of a building permit(s) at the current rate adopted by CITY Council at the time of building permit issuance.

l. In the event the DEVELOPER do not proceed with the Final Plat, the DEVELOPER shall provide the CITY a 30-foot wide utility easement(s), as the CITY deems necessary to access, operate and maintain any functionally complete and accepted Required Public Infrastructure.

m. The DEVELOPER shall not be responsible for additional off-site improvements beyond the terms of this Development Agreement unless the actual or estimated average daily trips (ADT) (weekday or weekend) exceeds the number of trips included in the DEVELOPER'S final Trip Generation and Distribution letter; future land use actions may require submission of a current TGDL.

n. The DEVELOPER shall adequately maintain all stormwater conveyance and treatment systems, in accordance with the Stormwater Permit issued by the CITY, in perpetuity, and shall transfer such maintenance to future, individual property owners and/or another entity by executing subdivision covenants, conditions, and restrictions.

o. DEVELOPER shall confirm capacity to CITY of existing sewer lift station and upgrade as specified below:

1. Based upon the submitted report, the CITY does not anticipate that upsizing will be required. However, depending upon the results of an approved report, the Developer shall be responsible for the project costs associated with upsizing and/or other necessary upgrades, as determined by the CITY Engineer.

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p. DEVELOPER shall demonstrate compliance with wetland requirements.

1. Prior to issuance of any permit for construction impacting wetlands, the Developer shall provide evidence of authorization issued by the United States Army Corps of Engineers and including, receipt of payment for any required wetland credits.

q. DEVELOPER shall demonstrate to CITY that they have applied to Bonner County for a Reservation of Street Names for those streets reflected on the Preliminary Plat. All new street names shall be mutually exclusive from one another.

r. Prior to approval of any Final Plat, DEVELOPER shall demonstrate the creation of a Homeowners' Association to ensure long-term maintenance of private park, path, structure and storm drainage facilities. Such demonstration shall include Articles of Incorporation, By-laws, and Covenants, Conditions and Restrictions (CC&Rs) for the Homeowners' Association.

13. **AFFIDAVIT OF OWNER**: The DEVELOPER is the legal Property Owner.

14. **JURISDICTION/VENUE/ATTORNEY FEES**: Any action brought to enforce this Agreement, or to interpret its terms, covenants and conditions, shall be governed by Idaho law, and brought in the District Court of the First Judicial District, Bonner County, Idaho. The prevailing party in any such action may recover its reasonable attorney fees in addition to any other remedy available at law or equity.

IN WITNESS WHEREOF, the Mayor and CITY Clerk of the CITY of Sandpoint have executed this contract on behalf of CITY, the CITY Clerk has affixed the seal of CITY hereto, and DEVELOPER has caused the same to be executed the day and year first above written.

CITY OF SANDPOINT,

Shelby Rognstad, Mayor

ATTEST:

Melissa Ward, CITY Clerk

DEVELOPER

By: K-M Enterprise LLC

Tim McDonnell

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State of Idaho)
County of Bonner)

On this 1st day of September, in the year of 2021, before me, a Notary Public, personally appeared, Shelby Rognstad , known to me to be the Mayor of the CITY of Sandpoint, Idaho whose name is subscribed to the within instrument, and acknowledged to me that he has the authority to executed the same on behalf of the CITY of Sandpoint, Idaho.

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

Melissa Ward
Commission Number 15067
Notary Public
State of Idaho

Notary Public: State of Idaho

My Commission expires: 12/28/2021

On this 17 day of Aug, in the year of 2021, before me, a Notary Public, personally appeared, Tim McDonnell, legal representative of K-M Enterprises, LLC, proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

DOROTHY PROPHET
Notary Public - State of Idaho
Commission Number 37619
My Commission Expires 03-03-2026

Notary Public: State of Idaho
My Commission expires: 3-3-2026

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AFFIDAVIT OF PROPERTY OWNERS
SANDPOINT CITY CODE SECTION 9-9-11(C)

I, the undersigned owners of the above described Property, hereby acknowledge and agree to submission of the use of said Property pursuant to the terms, covenants and conditions of this Agreement.

Dated this 4 day of Aug, 2021.

Tim McDonnell DBA K-M Enterprise LLC

SUBSCRIBED AND SWORN TO before me this 4 day of Aug, 2021.

KATHRYN JUNE KEENEY
Notary Public - State of Idaho
Commission Number 20191638
My Commission Expires 08-07-2025

Notary Public, State of Idaho
My commission expires: August 7, 2025

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EXHIBIT A

Preliminary Plat

Exibit "A"

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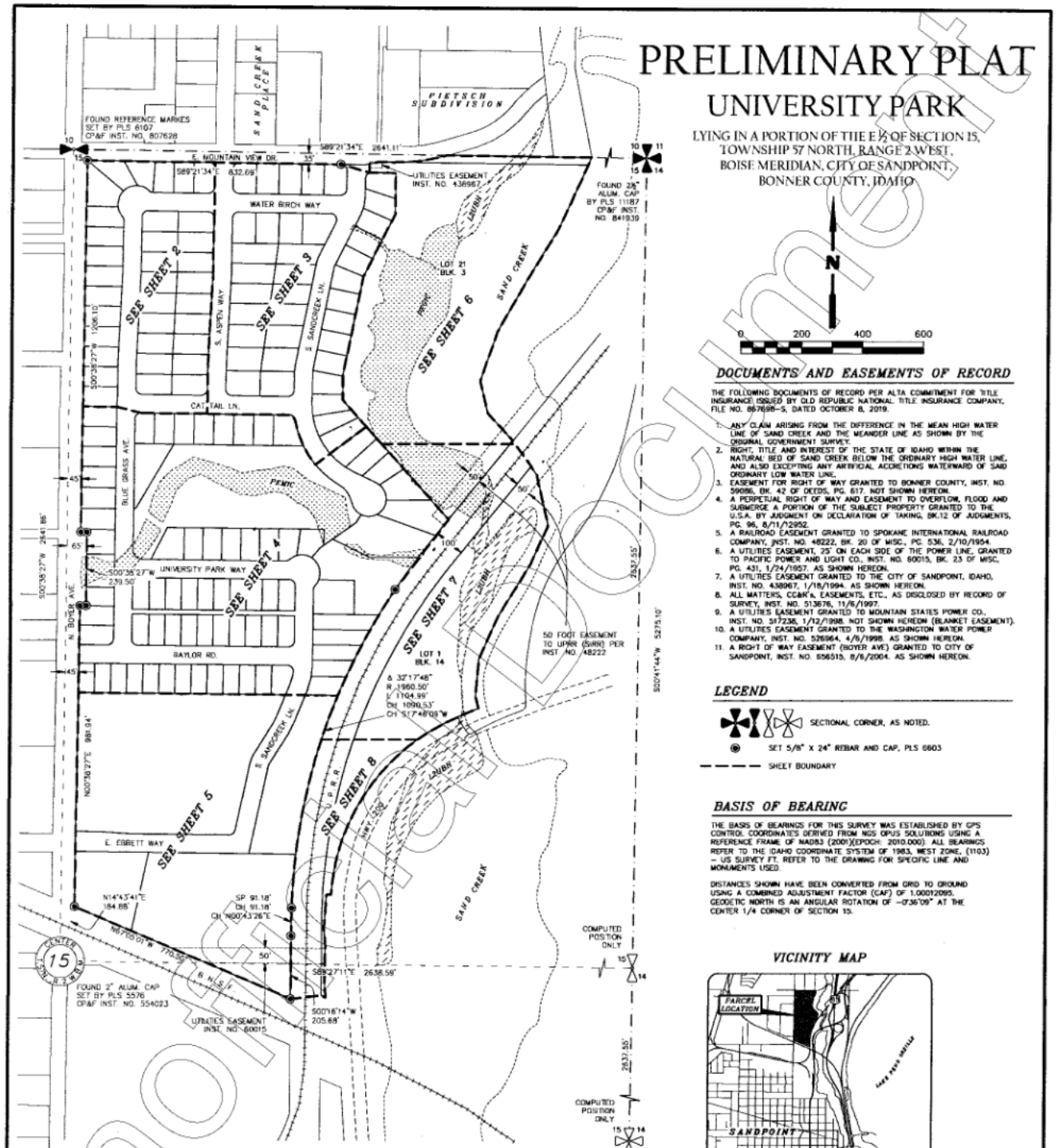
PRELIMINARY PLAT
UNIVERSITY PARK

LYING IN A PORTION OF THE E½ OF SECTION 15, TOWNSHIP 57 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF SANDPOINT, BONNER COUNTY, IDAHO



DOCUMENTS AND EASEMENTS OF RECORD

THE FOLLOWING DOCUMENTS OF RECORD PER ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO. 867696-S, DATED OCTOBER 8, 2019.

1. ANY CLAIM ARISING FROM THE DIFFERENCE IN THE MEAN HIGH WATER LINE OF SAND CREEK AND THE MEANDER LINE AS SHOWN BY THE ORIGINAL GOVERNMENT SURVEY.
2. RIGHT, TITLE AND INTEREST OF THE STATE OF IDAHO WITHIN THE NATURAL BED OF SAND CREEK BELOW THE ORDINARY HIGH WATER LINE, AND ALSO EXCEPTING ANY ARTIFICIAL ACCRETIONS WATERWARD OF SAID ORDINARY LOW WATER LINE.
3. EASEMENT FOR RIGHT OF WAY GRANTED TO BONNER COUNTY, INST. NO. 59086, BK. 42 OF DEEDS, PG. 617. NOT SHOWN HEREON.
4. A PERPETUAL RIGHT OF WAY AND EASEMENT TO OVERFLOW, FLOOD AND SUBMERGE A PORTION OF THE SUBJECT PROPERTY GRANTED TO THE U.S.A. BY JUDGMENT ON DECLARATION OF TAKING, BK.12 OF JUDGMENTS, PG. 96, 8/11/1952.
5. A RAILROAD EASEMENT GRANTED TO SPOKANE INTERNATIONAL RAILROAD COMPANY, INST. NO. 48222, BK. 20 OF MISC., PG. 536, 2/10/1954.
6. A UTILITIES EASEMENT, 25' ON EACH SIDE OF THE POWER LINE, GRANTED TO PACIFIC POWER AND LIGHT CO., INST. NO. 60015, BK. 23 OF MISC, PG. 431, 1/24/1957. AS SHOWN HEREON.
7. A UTILITIES EASEMENT GRANTED TO THE CITY OF SANDPOINT, IDAHO, INST. NO. 438967, 1/18/1994. AS SHOWN HEREON.
8. ALL MATTERS, CC&R's, EASEMENTS, ETC., AS DISCLOSED BY RECORD OF SURVEY, INST. NO. 513676, 11/6/1997.
9. A UTILITIES EASEMENT GRANTED TO MOUNTAIN STATES POWER CO., INST. NO. 517238, 1/12/1998. NOT SHOWN HEREON (BLANKET EASEMENT).
10. A UTILITIES EASEMENT GRANTED TO THE WASHINGTON WATER POWER COMPANY, INST. NO. 526964, 4/6/1998. AS SHOWN HEREON.
11. A RIGHT OF WAY EASEMENT (BOYER AVE) GRANTED TO CITY OF SANDPOINT, INST. NO. 656515, 8/6/2004. AS SHOWN HEREON.

LEGEND

SECTIONAL CORNER, AS NOTED.

SET 5/8" X 24" REBAR AND CAP, PLS 6803

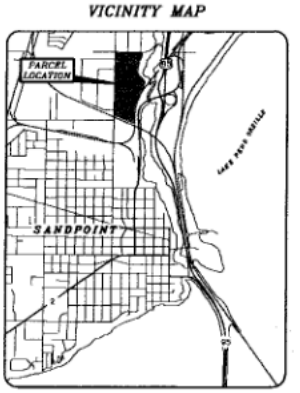
SHEET BOUNDARY

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS CONTROL COORDINATES DERIVED FROM NGS OPUS SOLUTIONS USING A REFERENCE FRAME OF NAD83 (2001)(EPOCH: 2010.000). ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) – US SURVEY FT. REFER TO THE DRAWING FOR SPECIFIC LINE AND MONUMENTS USED.

DISTANCES SHOWN HAVE BEEN CONVERTED FROM GRID TO GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00012095. GEODETIC NORTH IS AN ANGULAR ROTATION OF −0°36'09" AT THE CENTER 1/4 CORNER OF SECTION 15.

VICINITY MAP



SURVEYOR'S NARRATIVE

GENERAL NOTES

A) SOLID WASTE SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS.

B) WETLANDS ARE PRESENT ON THE SUBJECT PROPERTY AS DELINEATED BY TOM DUEBENDORFER, APRIL, 2020, AND LABELLED HEREON. WETLANDS PER THE U.S. FISH & WILDLIFE WETLAND INVENTORY MAPPING TOOL ARE SHOWN APPROXIMATELY. WETLANDS ARE CATEGORIZED AS PEM1C, L2UBH, & PF01C.

C) THE PROPOSED LOTS ARE CATEGORIZED AS ZONE "X", WITH PORTIONS OF THE OPEN SPACE AREA LOCATED IN THE FLOOD ZONE "AE" ALONG SAND CREEK PER FEMA PANEL 16017C0716E, EFFECTIVE 11/18/2009.

D) THE 10' WIDE UTILITIES EASEMENTS AS SHOWN (SEE SHEETS 2–5) ARE HEREBY GRANTED TO ALL UTILITY PROVIDERS OF THIS PLAT.

PREPARED FOR:
TIM MCDONNELL
SANDPOINT, ID 83864

PROFESSIONAL LAND SURVEYOR — REGISTERED — 6803 — STATE OF IDAHO — SCOTT L. TOLDNESS

1/4	Section	Township	Range
	15	57 N	2 W

PROJECT # 19-120 McDONNELL
DRAWING NAME: 19-120 McDONNELL PRELIM PLAT

PRELIMINARY PLAT
UNIVERSITY PARK

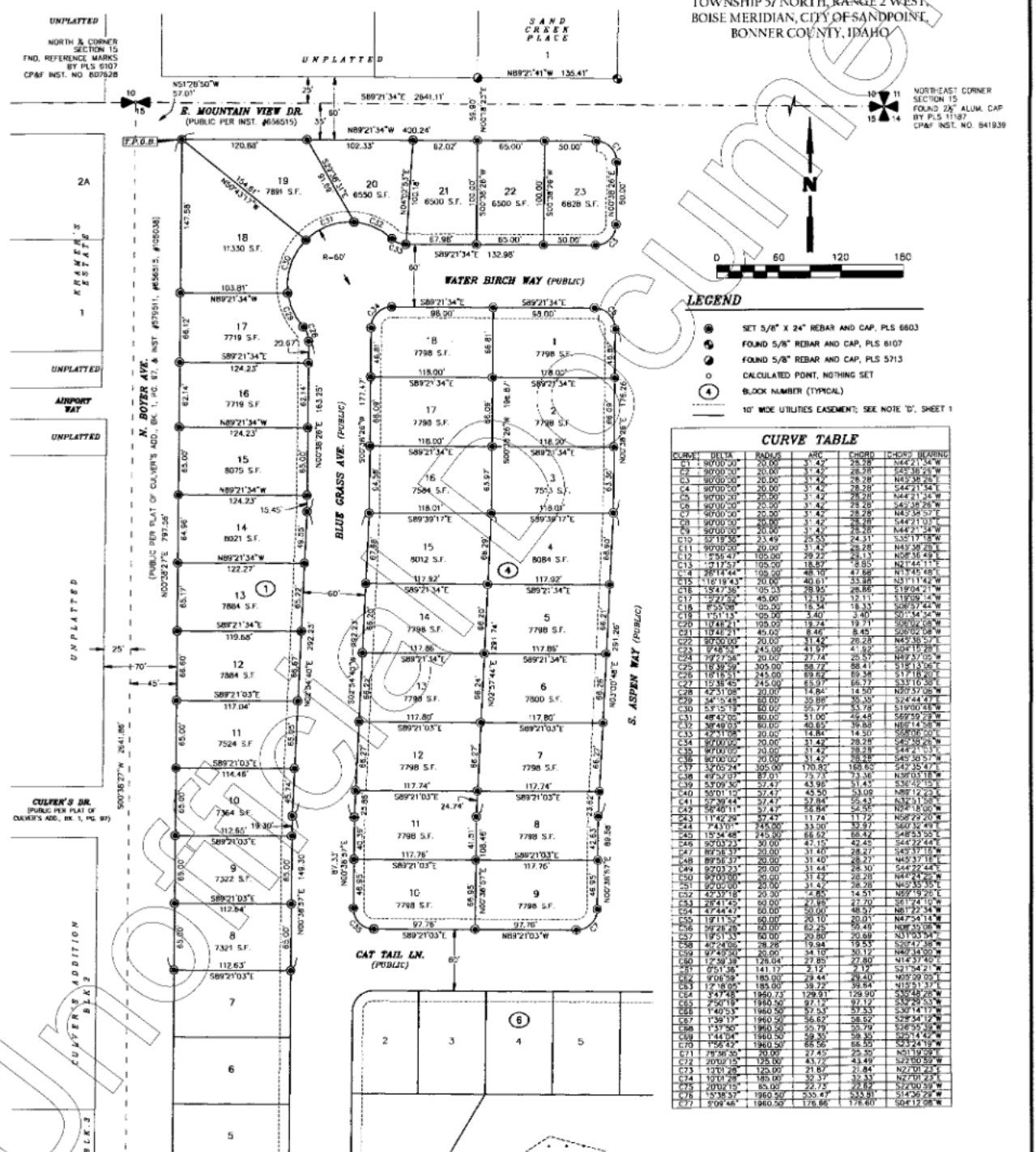
GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474

Scale: 1"=200'
Checked By: SLT
Drawn By: SPD
Plot Date: 5/8/2020
Sheet: 1 of 8

Unofficial Document

PRELIMINARY PLAT
UNIVERSITY PARK

LYING IN A PORTION OF THE E½ OF SECTION 15, TOWNSHIP 57 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF SANDPOINT, BONNER COUNTY, IDAHO



CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	90°00'00"	20.00'	31.42'	28.28'	N44°21'34"W
C2	90°00'00"	20.00'	31.42'	28.28'	S45°38'26"W
C3	90°00'00"	20.00'	31.42'	28.28'	N45°38'26"E
C4	90°00'00"	20.00'	31.42'	28.28'	S44°21'34"E
C5	90°00'00"	20.00'	31.42'	28.28'	N44°21'34"W
C6	90°00'00"	20.00'	31.42'	28.28'	S45°38'26"W
C7	90°00'00"	20.00'	31.42'	28.28'	N45°38'26"E
C8	90°00'00"	20.00'	31.42'	28.28'	S44°21'34"E
C9	90°00'00"	20.00'	31.42'	28.28'	N44°21'34"W
C10	52°19'56"	23.49'	25.53'	24.31'	S35°17'18"W
C11	90°00'00"	20.00'	31.42'	28.28'	N45°38'26"E
C12	1°55'43"	105.00'	3.94'	3.94'	N0°58'48"E
C13	17°17'57"	105.00'	18.87'	18.85'	N2°44'11"E
C14	26°14'44"	105.00'	48.10'	47.68'	N13°45'48"E
C15	116°19'43"	20.00'	40.61'	33.98'	N37°11'42"W
C16	1°47'36"	105.00'	3.29'	3.29'	S19°04'21"W
C17	15°27'57"	45.00'	12.15'	12.11'	S11°09'24"W
C18	8°55'06"	105.00'	16.34'	16.33'	S0°57'44"W
C19	1°51'15"	105.00'	3.40'	3.40'	S0°34'52"W
C20	10°48'21"	105.00'	19.74'	19.71'	S0°00'08"W
C21	10°40'21"	45.00'	8.46'	8.45'	S0°05'08"W
C22	90°00'00"	20.00'	31.42'	28.28'	N45°36'57"E
C23	9°48'53"	245.00'	41.97'	41.92'	S04°15'28"E
C24	90°00'00"	20.00'	31.42'	28.28'	N45°36'57"E
C25	16°39'27"	305.00'	58.72'	58.41'	S12°13'06"E
C26	16°18'51"	245.00'	69.62'	69.38'	S11°18'40"E
C27	15°36'45"	245.00'	65.97'	66.77'	S33°16'30"E
C28	42°31'08"	20.00'	14.84'	14.50'	N69°37'49"E
C29	34°10'48"	60.00'	35.88'	35.35'	S24°44'47"E
C30	53°15'19"	60.00'	55.77'	53.78'	S19°00'45"W
C31	48°42'05"	60.00'	51.00'	49.48'	S69°59'22"W
C32	36°48'03"	60.00'	40.85'	39.98'	N82°14'58"W
C33	42°31'08"	20.00'	14.84'	14.50'	S68°06'50"E
C34	90°00'00"	20.00'	31.42'	28.28'	S45°38'26"W
C35	90°00'00"	20.00'	31.42'	28.28'	S44°21'34"E
C36	90°00'00"	20.00'	31.42'	28.28'	S45°38'57"W
C37	32°05'24"	305.00'	170.80'	168.60'	S42°35'47"E
C38	49°57'07"	87.01'	75.73'	73.36'	N36°03'18"W
C39	53°09'30"	57.47'	43.96'	42.45'	S36°42'15"E
C40	50°01'15"	57.47'	45.50'	44.08'	N88°12'23"E
C41	57°36'44"	57.47'	57.84'	55.43'	N32°31'08"E
C42	56°46'11"	57.47'	56.84'	54.55'	N24°18'00"W
C43	11°42'29"	57.47'	11.74'	11.72'	N58°29'20"W
C44	7°43'03"	245.00'	33.00'	32.97'	S60°39'44"E
C45	15°34'48"	245.00'	66.62'	66.42'	S48°53'56"E
C46	50°03'23"	50.00'	43.15'	42.45'	S44°22'44"E
C47	89°58'37"	20.00'	31.40'	28.27'	S45°37'16"W
C48	89°58'37"	20.00'	31.40'	28.27'	N44°37'16"E
C49	90°03'23"	20.00'	31.44'	28.30'	S44°22'44"E
C50	90°00'00"	20.00'	31.42'	28.28'	N44°21'26"W
C51	90°00'00"	20.00'	31.42'	28.28'	N45°38'57"E
C52	42°37'16"	20.00'	14.88'	14.54'	N69°19'25"E
C53	28°41'45"	60.00'	27.99'	27.70'	S61°24'10"W
C54	47°44'47"	60.00'	50.00'	48.57'	N81°22'34"W
C55	19°11'52"	60.00'	20.10'	20.01'	N47°54'41"W
C56	56°46'11"	60.00'	59.46'	57.08'	N24°18'00"W
C57	19°51'33"	50.00'	20.80'	20.69'	N31°03'54"E
C58	49°24'00"	28.28'	19.94'	19.53'	S26°47'38"W
C59	97°47'49"	80.00'	34.19'	30.12'	N42°14'05"E
C60	12°59'39"	128.04'	27.85'	27.80'	N14°37'40"E
C61	0°51'36"	141.17'	2.12'	2.12'	S21°34'21"W
C62	9°06'59"	180.00'	29.44'	29.40'	N09°29'05"E
C63	12°18'05"	185.00'	39.72'	39.64'	N15°51'31"E
C64	1°47'48"	1960.50'	129.91'	129.90'	S32°48'26"W
C65	2°50'19"	1960.50'	97.13'	97.12'	S35°29'53"W
C66	1°40'53"	1960.50'	57.53'	57.53'	S38°14'11"W
C67	1°39'57"	1960.50'	56.62'	56.62'	S39°54'34"W
C68	1°37'50"	1960.50'	55.79'	55.79'	S41°55'39"W
C69	1°44'04"	1960.50'	59.35'	59.35'	S43°51'42"W
C70	1°56'42"	1960.50'	66.56'	66.55'	S45°54'15"W
C71	78°56'39"	20.00'	27.45'	25.33'	N51°19'29"E
C72	20°02'15"	125.00'	43.72'	43.49'	S21°00'59"W
C73	13°01'28"	120.00'	21.87'	21.84'	N27°01'23"E
C74	10°01'28"	185.00'	32.37'	32.33'	N27°00'23"E
C75	20°02'15"	85.00'	29.73'	29.58'	S21°00'59"W
C76	15°38'57"	1960.50'	535.47'	533.81'	S14°36'29"W
C77	5°09'46"	1960.50'	176.66'	176.60'	S04°12'08"W

Unofficial Document

FOUND 2" ALUM. CAP SET BY PLS 5576 CP&F INST. NO. 564023

PREPARED FOR:
TIM MCDONNELL
SANDPOINT, ID 83864

PROFESSIONAL LAND SURVEYOR — STATE OF IDAHO — PRELIMINARY — 6803 — SCOTT L. TOLDNESS

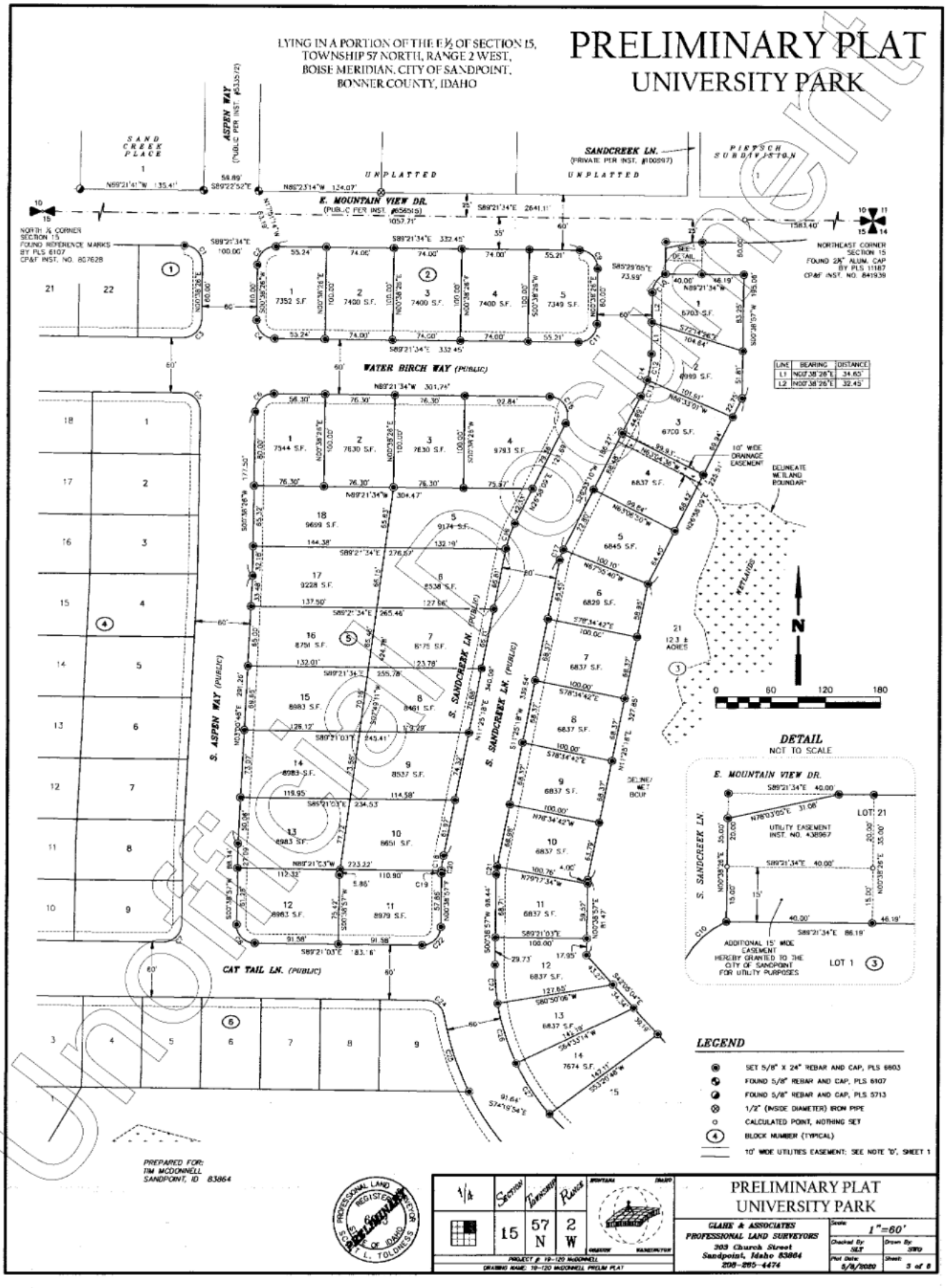
1/4	SECTION	TOWNSHIP	RANGE
	15	57 N	2 W

PROJECT #: 19-120 MCDONNELL
DRAWING NAME: 19-120 McDONNELL PRELIM PLAT

PRELIMINARY PLAT
UNIVERSITY PARK

GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
309 Church Street
Sandpoint, Idaho 83864
208-265-4474

Scale: 1"=60'
Checked By: SLT
Drawn By: SWG
Plot Date: 5/8/2020
Sheet: 2 of 8



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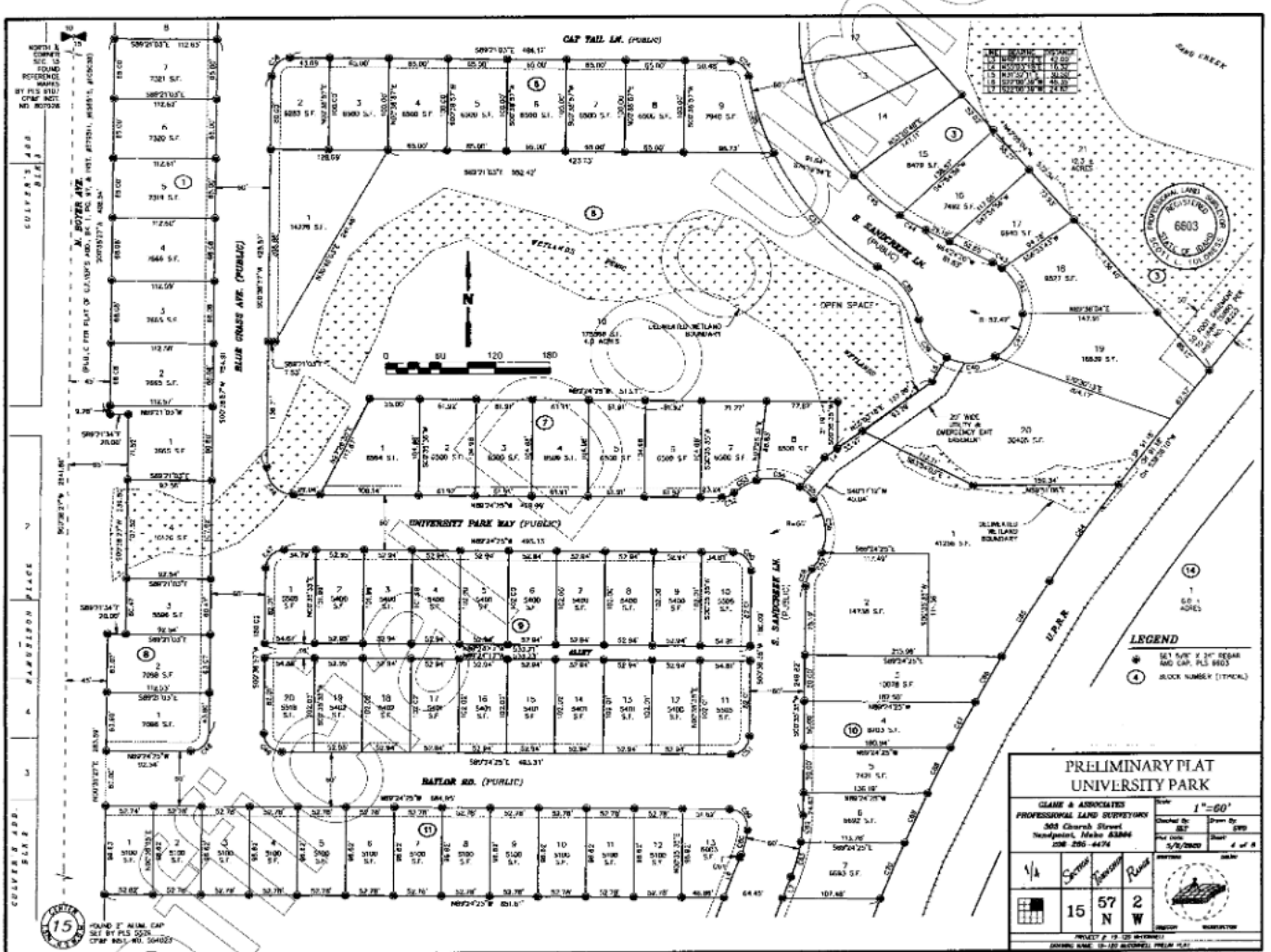

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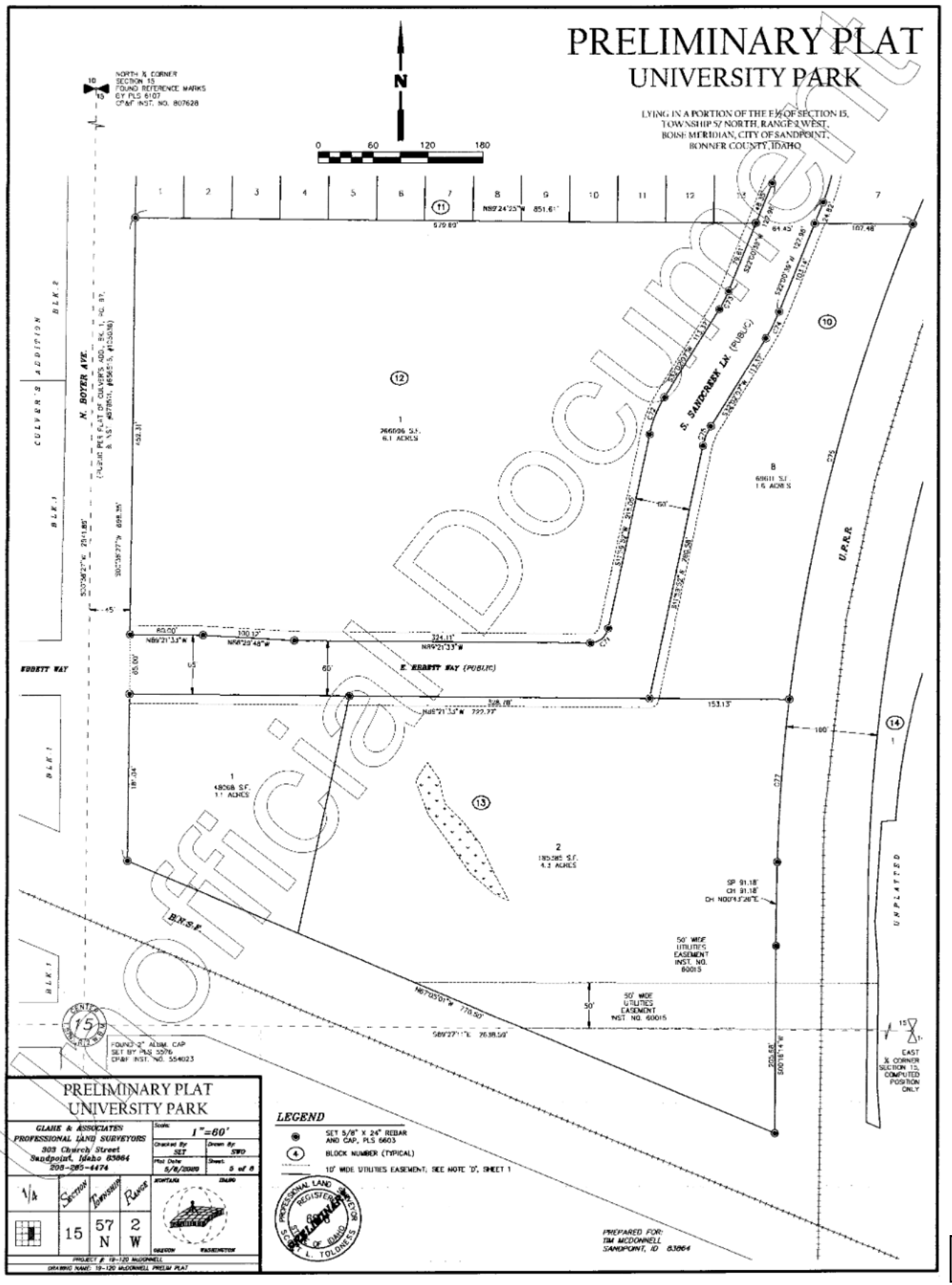


PRELIMINARY PLAT
UNIVERSITY PARK

GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
309 Church Street
Sandpoint, Idaho 83864
208-265-4474

Scale: 1"=60'
Checked By: SET
Drawn By: SWD
Plot Date: 5/6/2020
Sheet: 5 of 6

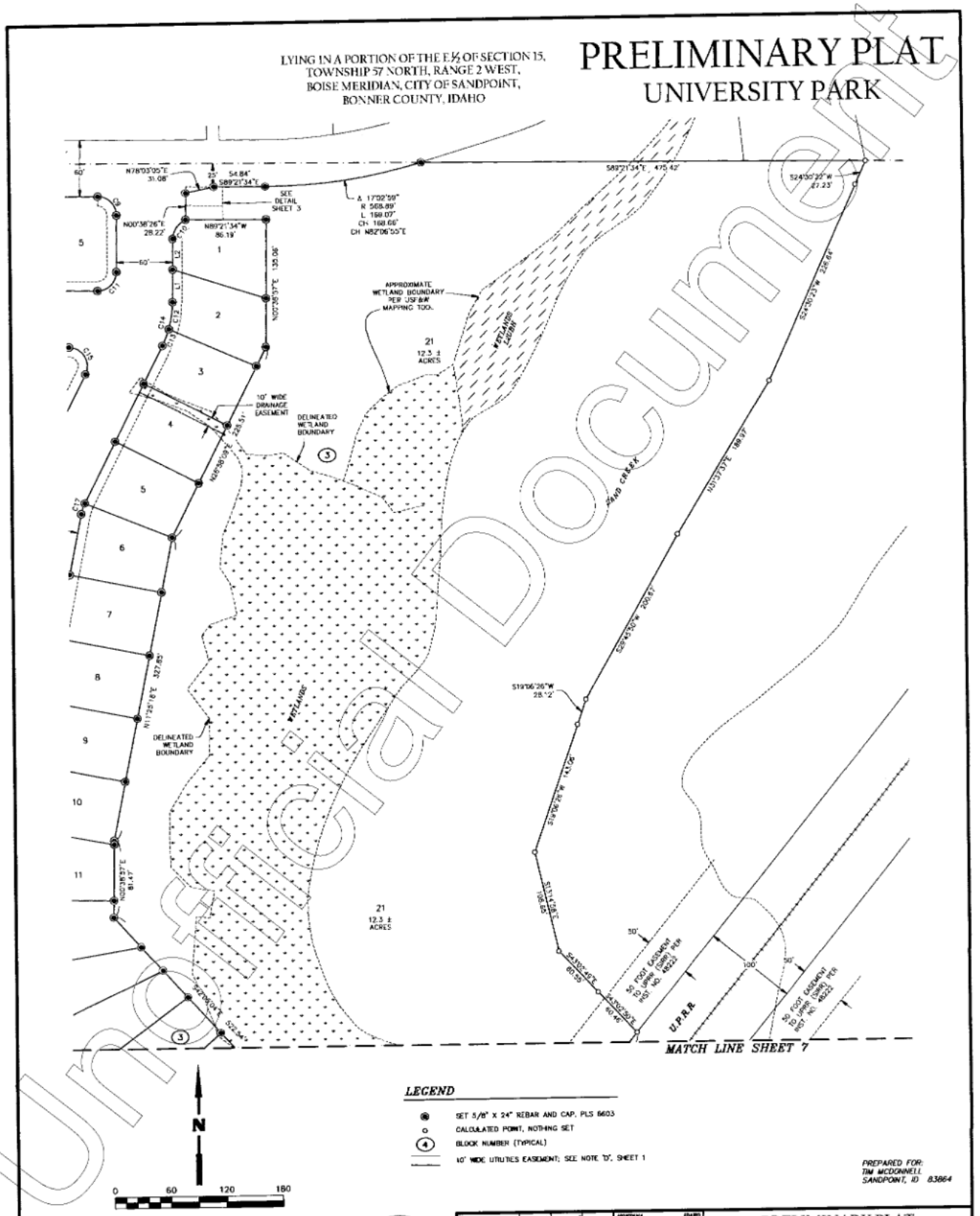
1/4	Section	Township	Range
	15	57 N	2 W

PROJECT # 19-120 MCDONNELL
DRAWING NAME: 19-120 MCDONNELL PRELIM PLAT

Unofficial Document

PRELIMINARY PLAT
UNIVERSITY PARK

LYING IN A PORTION OF THE E½ OF SECTION 15,
TOWNSHIP 57 NORTH, RANGE 2 WEST,
BOISE MERIDIAN, CITY OF SANDPOINT,
BONNER COUNTY, IDAHO



LEGEND

- SET 5/8" X 24" REBAR AND CAP, PLS 6603
- CALCULATED POINT, NOTHING SET
- (4) BLOCK NUMBER (TYPICAL)
- 10' WIDE UTILITIES EASEMENT; SEE NOTE 'D', SHEET 1

N

0 60 120 180

PREPARED FOR:
TIM MCDONNELL
SANDPOINT, ID 83864

PROFESSIONAL LAND SURVEYOR — STATE OF IDAHO — PRELIMINARY — 6 — S. L. TOLDNESS

¼	Section	Township	Range
	15	57 N	2 W

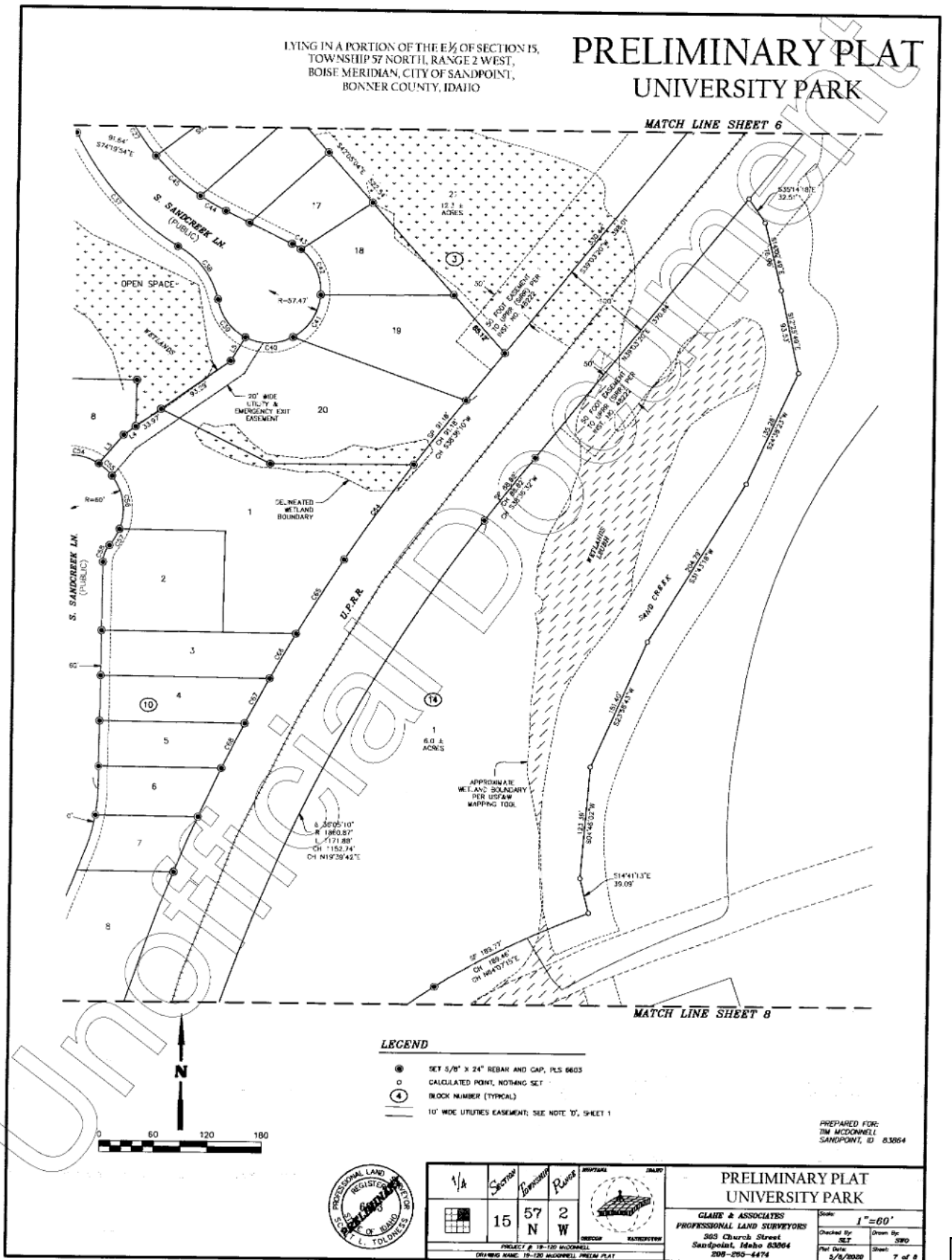
PROJECT #: 19-130 MCDONNELL
DRAWING NAME: 19-130 MCDONNELL PRELIM PLAT

PRELIMINARY PLAT
UNIVERSITY PARK

GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474

Scale: 1"=60'
Checked By: SLT
Drawn By: SWD
Plot Date: 5/6/2020
Sheet: 6 of 8

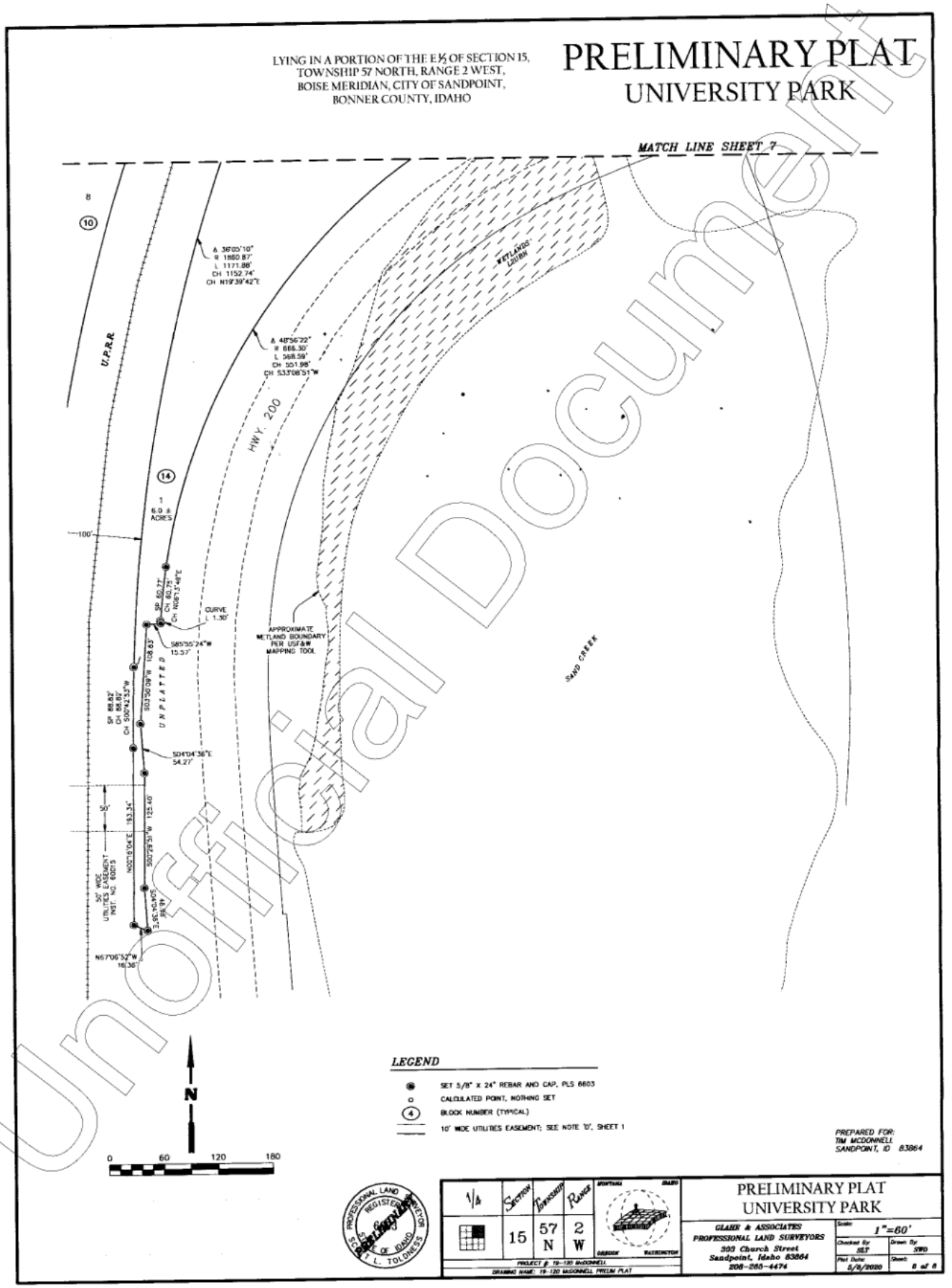
Unofficial Document



Unofficial Document

PRELIMINARY PLAT
UNIVERSITY PARK

LYING IN A PORTION OF THE E½ OF SECTION 15,
TOWNSHIP 57 NORTH, RANGE 2 WEST,
BOISE MERIDIAN, CITY OF SANDPOINT,
BONNER COUNTY, IDAHO



LEGEND

- SET 5/8" x 24" REBAR AND CAP, PLS 6603
- CALCULATED POINT, NOTHING SET
- (4) BLOCK NUMBER (TYPICAL)
- 10' WIDE UTILITIES EASEMENT; SEE NOTE "D", SHEET 1

PREPARED FOR:
TIM MCDONNELL
SANDPOINT, ID 83864

PRELIMINARY

PROFESSIONAL LAND SURVEYOR — REGISTERED — STATE OF IDAHO — P. L. TOLDNESS

1/4	Section	Township	Range
	15	57 N	2 W

PROJECT # 19-120 McDONNELL
DRAWING NAME: 19-120 MCDONNELL PRELIM PLAT

PRELIMINARY PLAT
UNIVERSITY PARK

GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474

Scale: 1"=60'
Checked By: SLT
Drawn By: SWD
Plot Date: 6/8/2020
Sheet: 8 of 8

Unofficial Document

EXHIBIT B

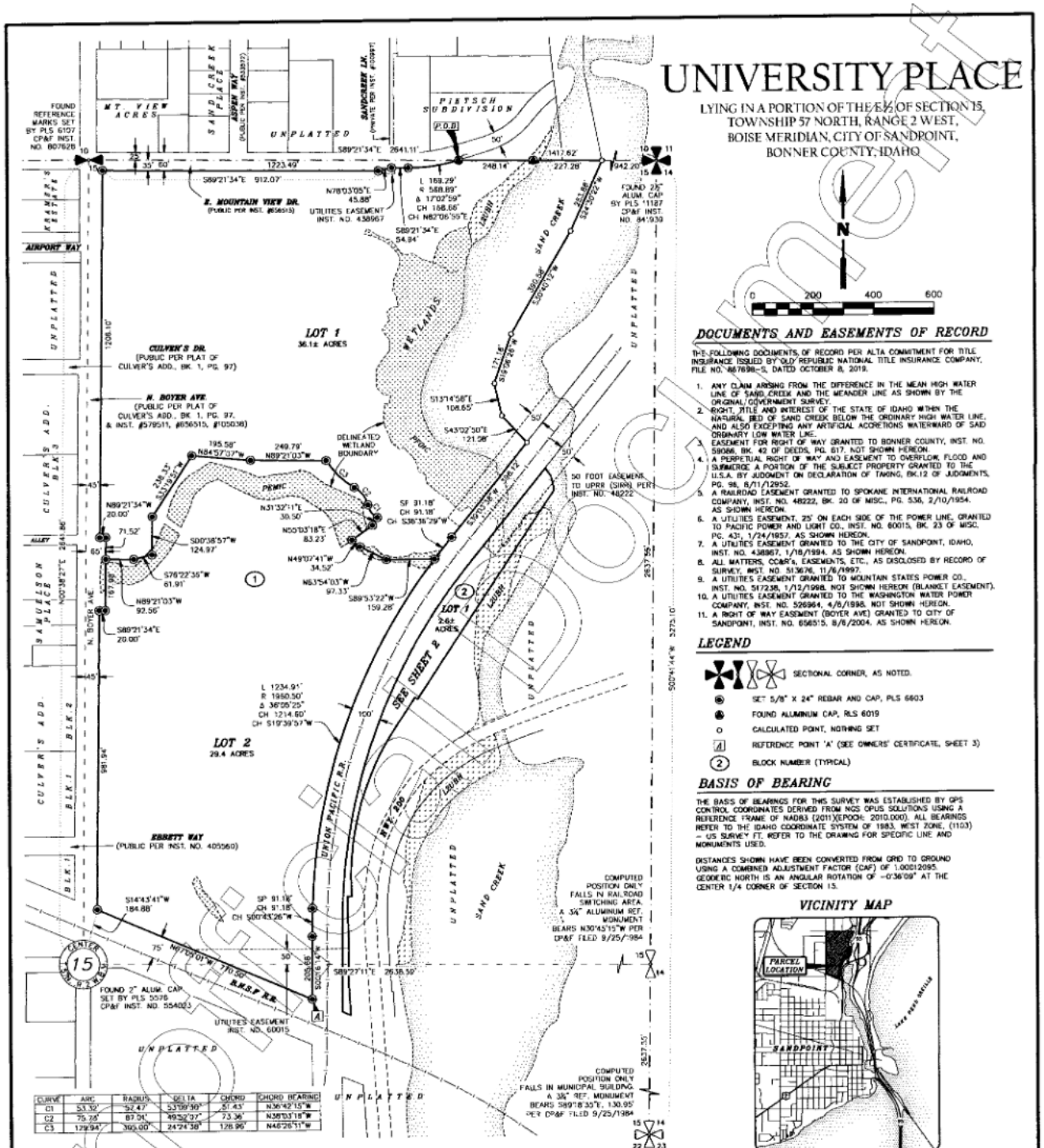
Exibit "B"

Unofficial Document

DEVELOPMENT AGREEMENT
UNIVERSITY PARK SUBDIVISION

UNIVERSITY PLACE

LYING IN A PORTION OF THE E½ OF SECTION 15, TOWNSHIP 57 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF SANDPOINT, BONNER COUNTY, IDAHO



CURVE	ARC	RADIUS	DELTA	CHORD	CHORD BEARING
C1	53.30'	52.43'	53°39'30"	51.43'	N36°42'15"W
C2	75.78'	87.01'	49°52'27"	73.36'	N38°03'18"W
C3	129.94'	365.00'	24°24'38"	128.96'	N46°26'51"W

DOCUMENTS AND EASEMENTS OF RECORD

THE FOLLOWING DOCUMENTS, OF RECORD PER ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO. 467698-S, DATED OCTOBER 8, 2019.

1. ANY CLAIM ARISING FROM THE DIFFERENCE IN THE MEAN HIGH WATER LINE OF SAND CREEK AND THE MEANDER LINE AS SHOWN BY THE ORIGINAL GOVERNMENT SURVEY.
2. RIGHT, TITLE AND INTEREST OF THE STATE OF IDAHO WITHIN THE NATURAL BED OF SAND CREEK BELOW THE ORDINARY HIGH WATER LINE, AND ALSO EXCEPTING ANY ARTIFICIAL ACCRETIONS WATERWARD OF SAID ORDINARY LOW WATER LINE.
3. EASEMENT FOR RIGHT OF WAY GRANTED TO BONNER COUNTY, INST. NO. 58066, BK. 42 OF DEEDS, PG. 617. NOT SHOWN HEREON.
4. A PERPETUAL RIGHT OF WAY AND EASEMENT TO OVERFLOW, FLOOD AND SUBMERGE A PORTION OF THE SUBJECT PROPERTY GRANTED TO THE U.S.A. BY JUDGMENT ON DECLARATION OF TAKING, BK.12 OF JUDGMENTS, PG. 98, 8/11/12952.
5. A RAILROAD EASEMENT GRANTED TO SPOKANE INTERNATIONAL RAILROAD COMPANY, INST. NO. 48222, BK. 20 OF MISC., PG. 536, 2/10/1954. AS SHOWN HEREON.
6. A UTILITIES EASEMENT, 25' ON EACH SIDE OF THE POWER LINE, GRANTED TO PACIFIC POWER AND LIGHT CO., INST. NO. 60015, BK. 23 OF MISC. PG. 431, 1/24/1957. AS SHOWN HEREON.
7. A UTILITIES EASEMENT GRANTED TO THE CITY OF SANDPOINT, IDAHO, INST. NO. 438967, 1/18/1994. AS SHOWN HEREON.
8. ALL MATTERS, CC&R's, EASEMENTS, ETC., AS DISCLOSED BY RECORD OF SURVEY, INST. NO. 513676, 11/6/1997.
9. A UTILITIES EASEMENT GRANTED TO MOUNTAIN STATES POWER CO., INST. NO. 517238, 1/12/1998. NOT SHOWN HEREON (BLANKET EASEMENT).
10. A UTILITIES EASEMENT GRANTED TO THE WASHINGTON WATER POWER COMPANY, INST. NO. 526964, 4/8/1998. NOT SHOWN HEREON.
11. A RIGHT OF WAY EASEMENT (BOYER AVE) GRANTED TO CITY OF SANDPOINT, INST. NO. 656515, 8/6/2004. AS SHOWN HEREON.

LEGEND

- SECTIONAL CORNER, AS NOTED.
- SET 5/8" X 24" REBAR AND CAP, PLS 6803
- FOUND ALUMINUM CAP, PLS 6019
- CALCULATED POINT, NOTHING SET
- REFERENCE POINT 'A' (SEE OWNERS' CERTIFICATE, SHEET 3)
- (2) BLOCK NUMBER (TYPICAL)

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS CONTROL COORDINATES DERIVED FROM NGS OPUS SOLUTIONS USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.000). ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) – US SURVEY FT. REFER TO THE DRAWING FOR SPECIFIC LINE AND MONUMENTS USED.

DISTANCES SHOWN HAVE BEEN CONVERTED FROM GRID TO GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00012095. GEODETIC NORTH IS AN ANGULAR ROTATION OF −0°36'09" AT THE CENTER 1/4 CORNER OF SECTION 15.

VICINITY MAP

GENERAL NOTES

A) SOLID WASTE SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS.

B) WETLANDS ARE PRESENT ON THE SUBJECT PROPERTY AS DELINEATED BY TOM DUDENDORFER, APRIL, 2020, AND LABELED HEREON. WETLANDS PER THE U.S. FISH & WILDLIFE WETLAND INVENTORY MAPPING TOOL ARE SHOWN APPROXIMATELY. WETLANDS ARE CATEGORIZED AS PEMIC, L2UBH, & PFOIC.

C) THE PROPOSED LOTS ARE CATEGORIZED AS ZONE 'X', WITH PORTIONS OF THE OPEN SPACE AREA LOCATED IN THE FLOOD ZONE 'AE' ALONG SAND CREEK PER FEMA PANEL 16017C0716E, EFFECTIVE 11/18/2009.

D) ALL LAND WITHIN THE BOUNDARY OF THIS SHORT PLAT IS SUBJECT TO THE FINDINGS AND CONDITIONS OF APPROVAL OF PS20-0003 (UNIVERSITY PARK SUBDIVISION) AND ALL PROVISIONS AND REQUIREMENTS OF THE DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF SANDPOINT, K-M ENTERPRISES OF IDAHO, LLC, AND M&W HOLDINGS, LLC, DATED ___/___/_____ AND RECORDED AS INSTRUMENT NO.s _____ AND _____. ANY FUTURE SUBDIVISION OR REPLAT OF ALL LAND WITHIN THE BOUNDARY OF THIS SHORT PLAT WILL ALSO BE SUBJECT TO THE PROVISIONS AND REQUIREMENTS OF THE AFOREMENTIONED DOCUMENTS.

E) FUTURE DEVELOPMENT OF LOT 1 OF BLOCK 2 SHALL BE SUBJECT TO THE PROVISIONS OF THE ZONING DISTRICT AT THE TIME OF DEVELOPMENT AND CONTINGENT UPON LEGAL ACCESS TO HWY. 2 PER THE REQUIREMENTS OF THE IDAHO TRANSPORTATION DEPARTMENT. NO BUILDING PERMIT SHALL BE ISSUED FOR LOT 1 OF BLOCK 2 UNTIL SATISFACTORY PROOF OF ACCESS HAS BEEN PROVIDED AND ACCEPTED BY THE CITY OF SANDPOINT.

RECORD REFERENCES

(R1) RECORD OF SURVEY, PLS 582, INST. NO. 215514, 6/18/1979
(R2) RECORD OF SURVEY, PLS 582, INST. NO. 454845, 10/28/1994
(R3) SAND CREEK PLACE, BK. 4, PG. 90, INST. NO. 378125, 7/23/1990
(R4) REPLAT OF LOT 4 SAND CREEK PLACE, BK. 4, PG. 182, INST. NO. 433572, 10/12/1993
(R5) RECORD OF SURVEY, PLS 5576, INST. NO. 513676, 11/6/1997
(R6) RECORD OF SURVEY, PLS 5087, INST. NO. 554275, 10/26/1989
(R7) PIETSCH SUBDIVISION, BK. 6, PG. 93, INST. NO. 565869, 6/27/2000
(R8) RECORD OF SURVEY, PLS 10677, INST. NO. 808432, 4/14/2011
(R9) RECORD OF SURVEY, PLS 14879, INST. NO. 916022, 12/21/2017

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THAT PARCEL DESCRIBED IN WARRANTY DEED, INST. NO. 950253, INTO 3 CONFORMING LOTS BY MEANS OF THE CITY OF SANDPOINT SHORT PLAT PROCESS.

PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO 6803 BRENT L. TOLDNESS

¼	Section	Township	Range
	15	57 N	2 W

UNIVERSITY PLACE

GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474

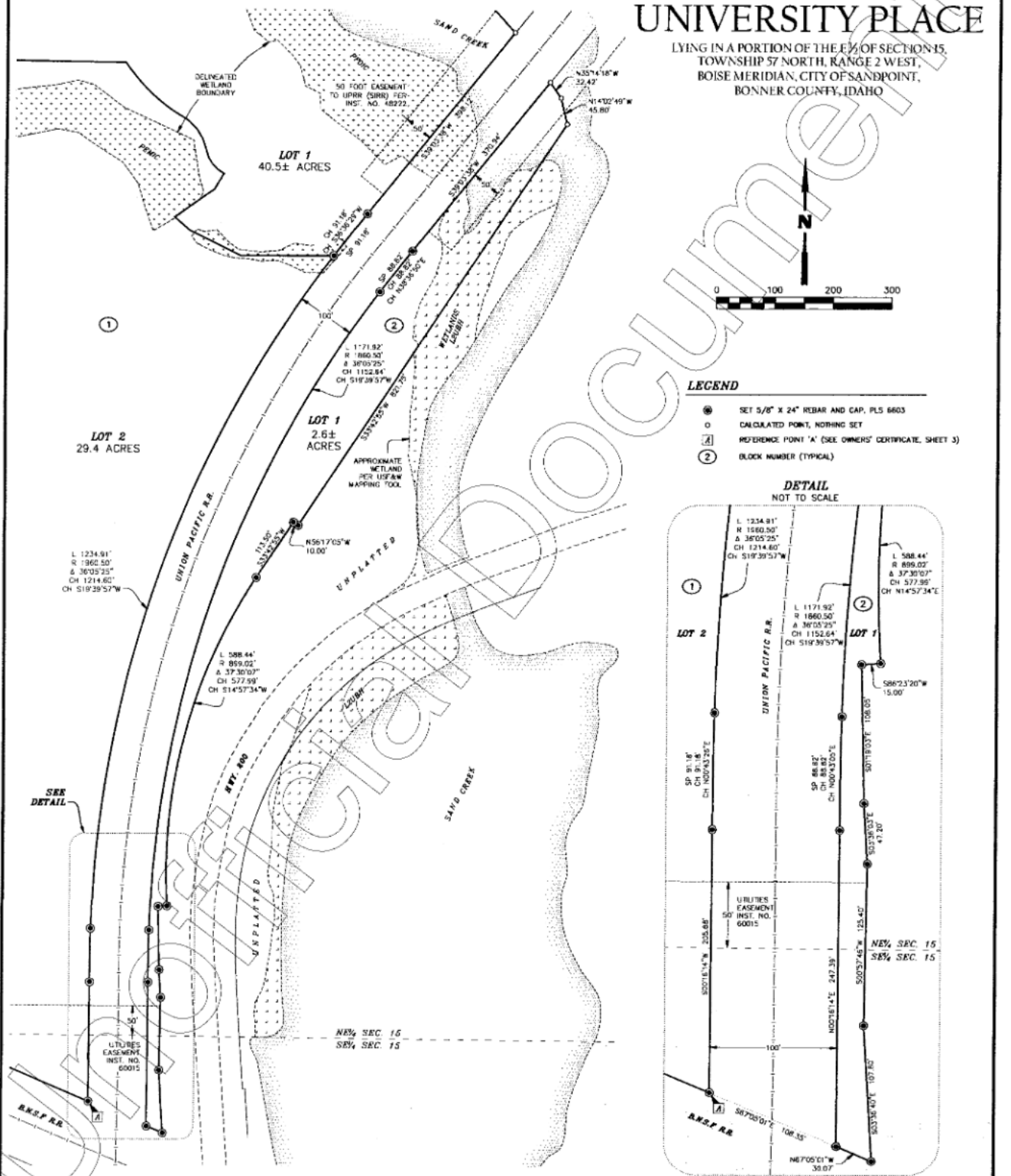
Scale: 1"=200'
Checked By: SLT
Drawn By: SWO
Plot Date: 8/11/2021
Sheet: 1 of 3

PROJECT #: 19-120 MCDONNELL
DRAWING NAME: 19-120 University Place

Unofficial Document

UNIVERSITY PLACE

LYING IN A PORTION OF THE E½ OF SECTION 15, TOWNSHIP 57 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF SANDPOINT, BONNER COUNTY, IDAHO



LEGEND

- SET 5/8" X 24" REBAR AND CAP, PLS 6603
- CALCULATED POINT, NOTHING SET
- REFERENCE POINT 'A' (SEE OWNERS' CERTIFICATE, SHEET 3)
- BLOCK NUMBER (TYPICAL)

DETAIL

NOT TO SCALE

1/4	Section	Township	Range
	15	57 N	2 W

UNIVERSITY PLACE

GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474

Scale: 1"=100'
Checked By: SLT
Drawn By: SWO
Plot Date: 8/11/2021
Sheet: 2 of 3

PROJECT # 19-120 MCDONNELL
DRAWING NAME: 19-120 University Place

PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO T. L. TOLDNESS PRELIMINARY

Unofficial Document

UNIVERSITY PLACE

LYING IN A PORTION OF THE E ½ OF SECTION 15, TOWNSHIP 57 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF SANDPOINT, BONNER COUNTY, IDAHO

OWNERS' CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS THAT K-M ENTERPRISES OF IDAHO LLC, AN IDAHO LIMITED LIABILITY COMPANY, AND M & M HOLDINGS LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAVE CAUSED THE SAME TO BE PLATTED INTO LOTS 1 & 2 OF BLOCK 1 AND LOT 1 OF BLOCK 2, LOT 1 OF BLOCK 1 AS "K-M ENTERPRISES OF IDAHO LLC, AN IDAHO LIMITED LIABILITY COMPANY, AND LOT 2 OF BLOCK 1 & LOT 1 OF BLOCK 2 AS "M & M HOLDINGS LLC, AN IDAHO LIMITED LIABILITY COMPANY, THE SAME TO BE KNOWN AS "UNIVERSITY PLACE" BEING A PORTION OF THE EAST 1/2 OF SECTION 15, TOWNSHIP 57 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF SANDPOINT, BONNER COUNTY, IDAHO, AS DESCRIBED IN WARRANTY DEED INST. NO. 956024, RECORDS OF BONNER COUNTY, IDAHO, AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION WITH THE NORTH LINE OF SAID SECTION 15 AND THE SOUTHERLY RIGHT-OF-WAY OF EAST MOUNTAIN VIEW DRIVE, A PUBLIC ROAD, MONUMENTED WITH AN ALUMINUM CAP BY PLS 6018, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 15, MONUMENTED WITH A 2-1/2" ALUMINUM CAP BY PLS 11180, BEARS SOUTH 89°21'34" EAST, 1417.82 FEET, ALSO FROM WHICH, THE NORTH 1/4 CORNER OF SAID SECTION 15, AS WITNESSED BY REFERENCE MARKS BY PLS 8107, PER CORNER PERPETUATION AND FILING RECORD, INSTRUMENT NO 807626, RECORDS OF BONNER COUNTY, IDAHO, BEARS NORTH 89°21'34" WEST, 1023.49 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID NORTH LINE, SOUTH 89°21'34" EAST, 475.42 FEET MORE OR LESS TO THE THREAD OF SAND CREEK;
THENCE LEAVING SAID NORTH LINE AND ALONG SAID THREAD OF SAND CREEK, THE FOLLOWING FIVE (5) COURSES:
1. SOUTH 21°40'22" WEST, 253.89 FEET;
2. SOUTH 30°40'12" WEST, 390.06 FEET;
3. SOUTH 19°06'26" WEST, 171.18 FEET;
4. SOUTH 13°14'56" EAST, 108.65 FEET;
5. SOUTH 43°07'50" EAST, 171.08 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD (FORMERLY THE SPOKANE INTERNATIONAL RAILROAD), SAID RAILROAD SHOWN ON THE RIGHT-OF-WAY AND TRACE MAP, SPOKANE INTERNATIONAL RAILWAY, BONNER COUNTY, STATION 3833+32.4 TO STATION 4031+46.2, DATED JUNE 30, 1911;

THENCE LEAVING SAID THREAD OF SAND CREEK AND ALONG SAID WESTERLY RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES:
1. SOUTH 39°02'38" WEST, 208.12 FEET TO A POINT OF SPIRAL CURVATURE, RECORD RAILROAD STATION 4015+86.3 PS, AS SHOWN ON SAID RIGHT-OF-WAY AND TRACE MAP, SAID CURVE IS A RAILROAD TAPER CURVE TO THE LEFT, WHICH HAS A CENTERLINE ARC LENGTH OF 90.00 FEET AND A SPIRAL DELTA OF 1°30';
2. ALONG SAID CURVE TO THE LEFT, WHICH IS OFFSET 50 FEET RIGHT OF SAID DESCRIBED CENTERLINE CURVE, AN ARC DISTANCE OF 91.18 FEET (CHORD SOUTH 36°39'29" WEST, 91.18 FEET) TO A POINT OF TANGENT CURVATURE, TO THE LEFT, RECORD RAILROAD STATION 4015+86.2 PSC;
3. 1234.91 FEET ALONG SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 1960.00 FEET AND A DELTA ANGLE OF 36°05'25" (CHORD SOUTH 16°39'57" WEST, 1214.60 FEET) TO A POINT OF SPIRAL CURVATURE, RECORD RAILROAD STATION 4028+69.5 PCS, SAID CURVE IS A RAILROAD TAPER CURVE TO THE LEFT, WHICH HAS A CENTERLINE ARC LENGTH OF 90.00 FEET AND A SPIRAL DELTA OF 1°30';
4. ALONG SAID CURVE TO THE LEFT, WHICH IS OFFSET 50 FEET RIGHT OF SAID DESCRIBED CENTERLINE CURVE, AN ARC DISTANCE OF 91.38 FEET (CHORD SOUTH 03°43'26" WEST, 91.18 FEET) TO A POINT OF TANGENCY, RECORD RAILROAD STATION 4029+79.5 PT;
5. THENCE SOUTH 00°51'14" WEST, 205.68 FEET TO A THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN SANTA FE RAILROAD, AND HEREINAFTER REFERRED TO AS REFERENCE POINT 'A';

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 67°03'01" WEST, 770.90 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY AND THE EASTERLY RIGHT-OF-WAY OF NORTH BOYER AVENUE, SAID RIGHT-OF-WAY BEING 43.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF SECTION 15 AS CALLED OUT IN RIGHT-OF-WAY DEED, INST. NO. 636535, FROM WHICH A 2 INCH ALUMINUM CAP BY PLS 3570, MARKING THE CENTER QUARTER CORNER OF SAID SECTION 15, BEARS SOUTH 14°43'42" WEST, A DISTANCE OF 184.88 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY AND ALONG SAID EASTERLY ROAD RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES:
1. NORTH 00°38'27" EAST, 991.84 FEET;
2. SOUTH 89°21'34" EAST, 20.00 FEET;
3. NORTH 00°38'27" EAST, 239.30 FEET;
4. NORTH 89°21'34" WEST, 20.00 FEET;
5. NORTH 00°38'27" EAST, 1208.10 FEET TO SAID SOUTHERLY RIGHT-OF-WAY OF EAST MOUNTAIN VIEW DRIVE;

THENCE LEAVING SAID EASTERLY ROAD RIGHT-OF-WAY AND ALONG SAID SOUTHERLY ROAD RIGHT-OF-WAY, THE FOLLOWING FOUR (4) COURSES:
1. SOUTH 88°21'14" EAST, 912.07 FEET;
2. NORTH 78°03'06" EAST, 45.89 FEET;
3. SOUTH 89°21'34" EAST, 34.84 FEET TO A POINT OF TANGENT CURVATURE, TO THE LEFT;
4. 169.79 FEET ALONG SAID CURVE, HAVING A RADIUS OF 568.60 FEET AND A DELTA ANGLE OF 17°06'28" (CHORD NORTH 82°06'55" EAST, 169.18 FEET) TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF SAID EAST 1/2 OF SECTION 15 LYING EAST OF SAID UNION PACIFIC RAILROAD (FORMERLY THE SPOKANE INTERNATIONAL RAILROAD) AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT SAID REFERENCE POINT 'A';
THENCE SOUTH 67°03'01" EAST, 109.30 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD AND THE EASTERLY RIGHT-OF-WAY OF SAID UNION PACIFIC RAILROAD, BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES:
1. NORTH 00°51'14" EAST, 247.36 FEET TO A POINT OF SPIRAL CURVATURE, RECORD RAILROAD STATION 4029+79.5 PT, SAID CURVE IS A RAILROAD TAPER CURVE TO THE RIGHT, WHICH HAS A CENTERLINE ARC LENGTH OF 90.00 FEET AND A SPIRAL DELTA OF 1°30';
2. ALONG SAID CURVE TO THE RIGHT, WHICH IS OFFSET 50 FEET LEFT OF SAID DESCRIBED CENTERLINE CURVE, AN ARC DISTANCE OF 88.82 FEET (CHORD NORTH 00°43'05" EAST, 88.82 FEET) TO A POINT OF TANGENT CURVATURE, TO THE RIGHT, RECORD RAILROAD STATION 4028+89.5 PCS;
3. 1171.92 FEET ALONG SAID CURVE, TO THE RIGHT HAVING A RADIUS OF 1960.00 FEET AND A DELTA ANGLE OF 34°15'25" (CHORD NORTH 19°39'57" EAST, 1152.64 FEET) TO A POINT OF SPIRAL CURVATURE, TO THE RIGHT, RECORD RAILROAD STATION 4015+86.2 PSC, SAID CURVE IS A RAILROAD TAPER CURVE TO THE RIGHT, WHICH HAS A CENTERLINE ARC LENGTH OF 90.00 FEET AND A SPIRAL DELTA OF 1°30';
4. ALONG SAID CURVE TO THE RIGHT, WHICH IS OFFSET 50 FEET LEFT OF SAID DESCRIBED CENTERLINE CURVE, AN ARC DISTANCE OF 88.82 FEET (CHORD NORTH 36°36'50" EAST, 88.82 FEET) TO A POINT OF TANGENCY, RECORD RAILROAD STATION 4015+86.2 PSC;
5. NORTH 38°03'36" EAST, 370.84 FEET TO THE THREAD OF SAND CREEK;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY AND ALONG SAID THREAD OF SAND CREEK, THE FOLLOWING TWO (2) COURSES:
1. SOUTH 35°14'18" EAST, 32.42 FEET;
2. SOUTH 74°50'49" EAST, 45.80 FEET TO THE WESTERLY LINE OF THAT REAL PROPERTY DESCRIBED IN QUITCLAIM DEED, INSTRUMENT NO. 618533, RECORDS OF BONNER COUNTY, IDAHO;

THENCE LEAVING SAID THREAD OF SAND CREEK AND ALONG SAID WESTERLY LINE, THE FOLLOWING NINE (9) COURSES:
1. SOUTH 37°42'33" WEST, 821.75 FEET;
2. NORTH 58°11'05" WEST, 10.00 FEET;
3. SOUTH 31°47'55" WEST, 113.50 FEET TO A POINT OF TANGENT CURVATURE, TO THE LEFT;
4. 388.44 FEET ALONG SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 899.02 FEET AND A DELTA ANGLE OF 37°00'17" (CHORD SOUTH 14°57'34" WEST, 381.69 FEET);
5. SOUTH 88°23'29" WEST, 15.00 FEET;
6. SOUTH 01°15'05" EAST, 108.05 FEET;
7. SOUTH 03°57'48" WEST, 123.48 FEET;
8. SOUTH 03°36'40" EAST, 167.87 FEET RETURNING TO SAID NORTHERLY RAILROAD RIGHT-OF-WAY;

THENCE LEAVING SAID WESTERLY LINE AND ALONG SAID NORTHERLY RAILROAD RIGHT-OF-WAY NORTH 67°03'01" WEST, 30.07 FEET TO THE TRUE POINT OF BEGINNING.

K-M ENTERPRISES OF IDAHO LLC, MICHAEL C. KINNEY, MEMBER — MISTI L. KINNEY, POWER OF ATTORNEY — DATE

K-M ENTERPRISES OF IDAHO LLC, TIMOTHY McDONNELL, MEMBER — DATE

M&M HOLDINGS, LLC, DEREK MUELHEIM, MANAGER — DATE

APPROVAL OF THE CITY OF SANDPOINT

I, _____, MAYOR OF THE CITY OF SANDPOINT, BONNER COUNTY, IDAHO, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED THIS _____ DAY OF _____, 2021.

MAYOR — CITY CLERK

CITY PLANNER

THIS PLAT HAS BEEN EXAMINED AND APPROVED THIS _____ DAY OF _____, 2021.

CITY PLANNER

CITY ENGINEER

THIS PLAT HAS BEEN EXAMINED AND APPROVED THIS _____ DAY OF _____, 2021.

CITY ENGINEER

ACKNOWLEDGMENT

STATE OF _____ COUNTY OF _____

ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DEREK MUELHEIM, KNOWN OR IDENTIFIED TO ME TO BE MANAGER OF M&M HOLDINGS, LLC, AND EXECUTED THE FOREGOING INSTRUMENT AS MANAGER OF SAID LLC.

NOTARY PUBLIC — NOTARY PUBLIC FOR THE STATE OF _____

RESIDING AT: _____

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF _____ COUNTY OF _____

ON THIS _____ DAY OF _____, 2021, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MISTI L. KINNEY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME SUBSCRIBED TO THE WITHIN INSTRUMENT AS ATTORNEY-IN-FACT OF MICHAEL C. KINNEY, ACKNOWLEDGED TO ME THAT SHE SUBSCRIBED THE NAME OF MICHAEL C. KINNEY AS PRINCIPAL, AND HER OWN NAME AS ATTORNEY-IN-FACT. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC — NOTARY PUBLIC FOR THE STATE OF _____

RESIDING AT: _____

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF _____ COUNTY OF _____

ON THIS _____ DAY OF _____, 2021, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED TIMOTHY McDONNELL, KNOWN OR IDENTIFIED TO ME AND FOR SAID STATE, PERSONALLY APPEARED TIMOTHY McDONNELL, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AS ONE OF THE MEMBERS OF THE K-M ENTERPRISES OF IDAHO LLC, WHICH IS KNOWN OR IDENTIFIED TO ME TO BE THE ENTITY WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME.

NOTARY PUBLIC — NOTARY PUBLIC FOR THE STATE OF _____

RESIDING AT: _____

MY COMMISSION EXPIRES: _____

INDEPENDENT HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF INDEPENDENT HIGHWAY DISTRICT COMMISSIONERS ON THE _____ DAY OF _____, 2021.

INDEPENDENT HIGHWAY DISTRICT

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED PROPERTY HAVE BEEN FULLY PAID UP TO AND INCLUDING THE YEAR _____.

DATED THIS _____ DAY OF _____, 2021.

BONNER COUNTY TREASURER

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT "UNIVERSITY PLACE" AND CHECKED THE PLAT AND COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____, 2021.

BONNER COUNTY SURVEYOR

PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED FOR UNIVERSITY PLACE, BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING THE CITY OF SANDPOINT. BUYER IS CAUTIONED THAT AT THE TIME OF THIS (QLPE) APPROVAL, NO DRINKING WATER OR SEWER FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER FACILITIES SHALL BE ALLOWED.

DATE — HEALTH DISTRICT SIGNATURE

WATER AND SEWER NOTE

WATER SERVICE: CITY OF SANDPOINT MUNICIPAL WATER SYSTEM
SEWER SERVICE: CITY OF SANDPOINT MUNICIPAL SEWER SYSTEM

SURVEYOR'S CERTIFICATE

I, SCOTT L. TOLDNESS, PLS 8603, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON AN ACTUAL SURVEY LOCATED IN SECTION 15, TOWNSHIP 57 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF SANDPOINT, BONNER COUNTY, IDAHO, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN CORRECTLY THEREON AND THAT THE MONUMENTS HAVE BEEN PLACED AND ALL LOT CORNERS PROPERLY SET AND THE SURVEY IS IN COMPLIANCE WITH ALL PROVISIONS OF APPLICABLE STATE LAW AND LOCAL ORDINANCES.

SCOTT L. TOLDNESS, PLS 8603 — DATE

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2021, AT _____ O'CLOCK _____ M. IN BOOK _____ OF PLATS AT PAGE _____ AT THE REQUEST OF GLAHE AND ASSOCIATES, INC. AS INSTRUMENT NO. _____.

COUNTY RECORDER — BY DEPUTY — $ FEE

N/A	Section	Township	Range	UNIVERSITY PLACE
	15	57 N	2 W	GLAHE & ASSOCIATES PROFESSIONAL LAND SURVEYORS, 303 Church Street, Sandpoint, Idaho 83864, 208-265-4474

Scale: N/A | Checked By: SLT | Drawn By: JWD | Plot Date: 8/11/2021 | Sheet: 3 of 3

Unofficial Document

EXHIBIT C

Concept Plan / Section Views
Mountain View Drive

Unofficial Document

EXHIBIT D
Construction Schedule

	Activity	Est. Start	Est. Completion
Phase I			
A	Sewer / Water	12/2020	4/2021
B	Stormwater	12/2020	4/2021
C	Street/Frontage	12/2020	4/2021
D	Final Plat 1a	TBD	TBD
E	Paving	5/2021	5/2021
F	Final Plat 1b	TBD	TBD
Phase II			
A	Sewer / Water	5/2021	10/2021
B	Stormwater	5/2021	10/2021
C	Street/Frontage	5/2021	10/2021
D	East Mountain View	5/2021	10/2021
E	Final Plat	5/2021	10/2021
Phase III			
A	Sewer / Water	10/2021	10/2022
B	Stormwater	10/2021	10/2023
C	Street/Frontage	10/2021	10/2023
D	Final Plat	5/2022	12/2023

Unofficial Document

CENTURY WEST ENGINEERING

September 8, 2025

Ms. Holly Ellis
Public Works Director, City of Sandpoint
1123 Lake Street
Sandpoint, Idaho 83864

RE: University Park Subdivision Phase Three - Substantial Completion and As-built Documentation

Dear Holly,

As a condition of the Development Agreement for the above referenced project, Century West Engineering (CWE) is submitting the following verification of substantial completion and as-built documentation on behalf of the Developer.

The substantially completed infrastructure improvements listed below have been constructed in a workmanlike manner and in general conformance with the approved plans and standards set forth therein.

The substantially completed infrastructure improvements have been inspected and tested by qualified professionals in general accordance with Idaho Standards for Public Works (ISPWC), 2020 Edition. Applicable reports and records are attached to this letter for your review and project record.

Construction inspection and testing has been completed by the following qualified professionals:

Construction Observation & Reporting: CWE
Compaction Testing: James A. Sewell & Associates, LLC
Water Distribution Testing: CWE and Accurate Testing Labs
Sanitary Sewer Collection Testing: CWE
As-built Invert Elevations of City Utilities: Glahe and Associates

As of the date of this letter, substantial completed improvements include the following:

- Sanitary sewer collection mains, manholes, and service laterals for Phase 3
- Water distribution main, valves, fire hydrants, and water services for Phase 3
- Fire Hydrants for Phase 3
- Storm sewer collection main, manholes, and catch basins for Phase 3
- Curb and gutters for Phase 3
- Sidewalk for Phase 3
- Roadway Pavement for Phase 3

The following is a list of infrastructure improvements that are not substantially complete and are currently under construction:

- Asphalt path connecting Bluegrass Avenue to N Boyer Avenue
- Phase 3 Signage
- Phase 3 Street lighting
- Phase 3 final grading, topsoil, and hydroseeding of stormwater swales between curb and sidewalk
- Phase 3 Street tree installation

On behalf of the Developer, we respectfully request your inspection/review of the substantially completed work listed above and the documentation provided. Following your review and approval, please provide your letter of acceptance.

If you have any questions or need additional information, please contact me directly.

Sincerely,

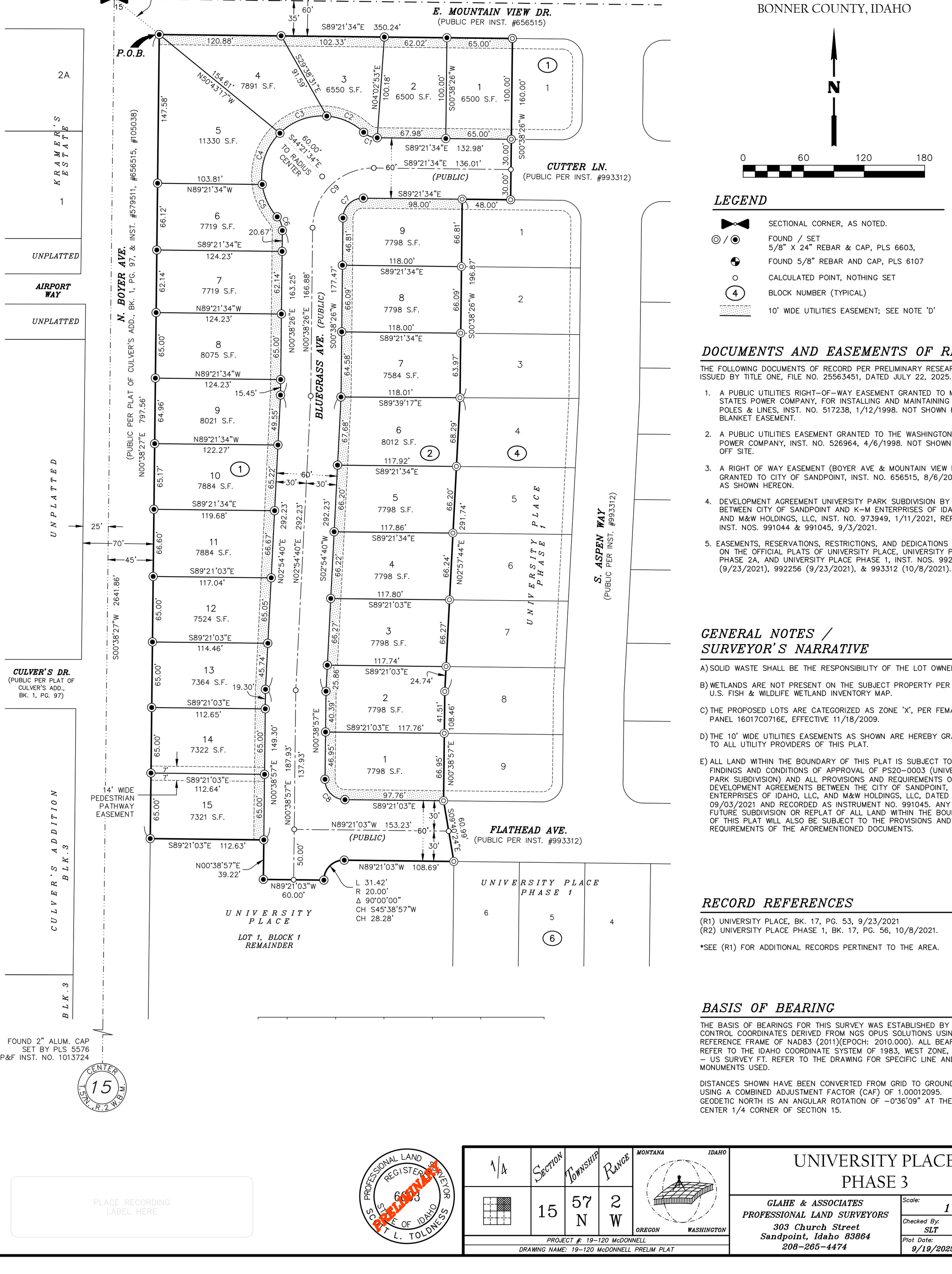
Ryan Luttmann, P.E.
Century West Engineering
C 208.290.8260 | rluttmann@centurywest.com

Attached:

Material Submittals/Approvals
Daily Observation Reports
Compaction Testing Reports
Sanitary Sewer Test Reports
Water Testing Reports
Concrete Testing Reports

UNIVERSITY PLACE PHASE 3

A PORTION OF LOT 1 OF UNIVERSITY PLACE,
IN THE NE ¼ OF SECTION 15, TOWNSHIP 57 NORTH,
RANGE 2 WEST, BOISE MERIDIAN, CITY OF SANDPOINT,
BONNER COUNTY, IDAHO



LEGEND

- SECTIONAL CORNER, AS NOTED.
- FOUND / SET 5/8" X 24" REBAR & CAP, PLS 6603,
- FOUND 5/8" REBAR AND CAP, PLS 6107
- CALCULATED POINT, NOTHING SET
- (4) BLOCK NUMBER (TYPICAL)
- 10' WIDE UTILITIES EASEMENT; SEE NOTE 'D'

DOCUMENTS AND EASEMENTS OF RECORD

THE FOLLOWING DOCUMENTS OF RECORD PER PRELIMINARY RESEARCH REPORT, ISSUED BY TITLE ONE, FILE NO. 25563451, DATED JULY 22, 2025.

1. A PUBLIC UTILITIES RIGHT-OF-WAY EASEMENT GRANTED TO MOUNTAIN STATES POWER COMPANY, FOR INSTALLING AND MAINTAINING POWER POLES & LINES, INST. NO. 517238, 1/12/1998. NOT SHOWN HEREON; BLANKET EASEMENT.
2. A PUBLIC UTILITIES EASEMENT GRANTED TO THE WASHINGTON WATER POWER COMPANY, INST. NO. 526964, 4/6/1998. NOT SHOWN HEREON, OFF SITE.
3. A RIGHT OF WAY EASEMENT (BOYER AVE & MOUNTAIN VIEW RD.) GRANTED TO CITY OF SANDPOINT, INST. NO. 656515, 8/6/2004. AS SHOWN HEREON.
4. DEVELOPMENT AGREEMENT UNIVERSITY PARK SUBDIVISION BY AND BETWEEN CITY OF SANDPOINT AND K-M ENTERPRISES OF IDAHO, LLC, AND M&W HOLDINGS, LLC, INST. NO. 973949, 1/11/2021, REPLACED BY INST. NOS. 991044 & 991045, 9/3/2021.
5. EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLATS OF UNIVERSITY PLACE, UNIVERSITY PLACE PHASE 2A, AND UNIVERSITY PLACE PHASE 1, INST. NOS. 992172 (9/23/2021), 992256 (9/23/2021), & 993312 (10/8/2021).

GENERAL NOTES / SURVEYOR'S NARRATIVE

A) SOLID WASTE SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS.

B) WETLANDS ARE NOT PRESENT ON THE SUBJECT PROPERTY PER THE U.S. FISH & WILDLIFE WETLAND INVENTORY MAP.

C) THE PROPOSED LOTS ARE CATEGORIZED AS ZONE 'X', PER FEMA PANEL 16017C0716E, EFFECTIVE 11/18/2009.

D) THE 10' WIDE UTILITIES EASEMENTS AS SHOWN ARE HEREBY GRANTED TO ALL UTILITY PROVIDERS OF THIS PLAT.

E) ALL LAND WITHIN THE BOUNDARY OF THIS PLAT IS SUBJECT TO THE FINDINGS AND CONDITIONS OF APPROVAL OF PS20-0003 (UNIVERSITY PARK SUBDIVISION) AND ALL PROVISIONS AND REQUIREMENTS OF THE DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF SANDPOINT, K-M ENTERPRISES OF IDAHO, LLC, AND M&W HOLDINGS, LLC, DATED 09/03/2021 AND RECORDED AS INSTRUMENT NO. 991045. ANY FUTURE SUBDIVISION OR REPLAT OF ALL LAND WITHIN THE BOUNDARY OF THIS PLAT WILL ALSO BE SUBJECT TO THE PROVISIONS AND REQUIREMENTS OF THE AFOREMENTIONED DOCUMENTS.

RECORD REFERENCES

(R1) UNIVERSITY PLACE, BK. 17, PG. 53, 9/23/2021
(R2) UNIVERSITY PLACE PHASE 1, BK. 17, PG. 56, 10/8/2021.

*SEE (R1) FOR ADDITIONAL RECORDS PERTINENT TO THE AREA.

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS CONTROL COORDINATES DERIVED FROM NGS OPUS SOLUTIONS USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.000). ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) – US SURVEY FT. REFER TO THE DRAWING FOR SPECIFIC LINE AND MONUMENTS USED.

DISTANCES SHOWN HAVE BEEN CONVERTED FROM GRID TO GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00012095. GEODETIC NORTH IS AN ANGULAR ROTATION OF −0°36'09" AT THE CENTER 1/4 CORNER OF SECTION 15.

PLACE RECORDING LABEL HERE

PROFESSIONAL LAND SURVEYOR — REGISTERED — STATE OF IDAHO — SCOTT L. TOLDNESS — PRELIMINARY

1/4	SECTION	TOWNSHIP	RANGE
	15	57 N	2 W

MONTANA IDAHO OREGON WASHINGTON

PROJECT #: 19-120 McDONNELL
DRAWING NAME: 19-120 McDONNELL PRELIM PLAT

UNIVERSITY PHASE 3

GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474

Scale: 1"=60'
Checked By: SLT
Drawn By: SWO
Plot Date: 9/19/2025
Sheet: 1 of

UNIVERSITY PLACE
PHASE 3

OWNER'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS THAT MORT CONSTRUCTION INC. DBA MONOGRAM HOMES, AN IDAHO CORPORATION, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAS CAUSED THE SAME TO BE PLATTED INTO LOTS AND STREETS, GRANTED FOR THE PURPOSES SHOWN HEREON, THE SAME TO BE KNOWN AS 'UNIVERSITY PLACE PHASE 3' BEING A PORTION OF LOT 1 OF BLOCK 1 OF THE PLAT OF UNIVERSITY PLACE, AS RECORDED IN BOOK 17 OF PLATS, PG. 53, RECORDS OF BONNER COUNTY, IDAHO, AND LYING IN THE NE 1/4 OF SECTION 15, TOWNSHIP 57 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF SANDPOINT, BONNER COUNTY, IDAHO, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, UNIVERSITY PLACE, MONUMENTED WITH A 5/8" REBAR AND CAP BY PLS 6603;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST MOUNTAIN VIEW DRIVE, A PUBLIC ROAD, SOUTH 89°21'34" EAST, 350.24 FEET TO THE NORTHWEST CORNER OF THE PLAT OF UNIVERSITY PLACE PHASE 1, AS RECORDED IN BOOK 17 OF PLATS, PG. 56, RECORDS OF BONNER COUNTY, IDAHO, MONUMENTED WITH A 5/8" REBAR AND CAP BY PLS 6603;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE WESTERLY BOUNDARY OF SAID PLAT OF UNIVERSITY PLACE PHASE 1, THE FOLLOWING SIX (6) COURSES:

1. SOUTH 00°38'26" WEST, 160.00 FEET TO A 5/8" REBAR AND CAP BY PLS 6603;
2. NORTH 89°21'34" WEST, 48.00 FEET TO A 5/8" REBAR AND CAP BY PLS 6603;
3. SOUTH 00°38'26" WEST, 196.87 FEET TO A 5/8" REBAR AND CAP BY PLS 6603;
4. SOUTH 02°57'44" WEST, 291.74 FEET TO A 5/8" REBAR AND CAP BY PLS 6603;
5. SOUTH 00°38'57" WEST, 108.46 FEET TO A 5/8" REBAR AND CAP BY PLS 6603;
6. SOUTH 09°40'24" EAST, 60.99 FEET TO A 5/8" REBAR AND CAP BY PLS 6603;

THENCE LEAVING SAID WESTERLY BOUNDARY, NORTH 89°21'03" WEST, 108.69 FEET TO A 5/8" REBAR AND CAP BY PLS 6603 AND A POINT OF TANGENT CURVATURE TO THE LEFT;

THENCE 31.42 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND A DELTA ANGLE OF 90°00'00" (CHORD SOUTH 45°38'57" WEST, 28.28 FEET) TO A 5/8" REBAR AND CAP BY PLS 6603;

THENCE NORTH 89°21'03" WEST, 60.00 FEET TO A 5/8" REBAR AND CAP BY PLS 6603;

THENCE NORTH 00°38'57" EAST, 39.22 FEET TO A 5/8" REBAR AND CAP BY PLS 6603;

THENCE NORTH 89°21'03" WEST, 112.63 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH BOYER AVENUE, A PUBLIC ROAD, MONUMENTED WITH A 5/8" REBAR AND CAP BY PLS 6603;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 00°38'27" EAST, 797.56 FEET TO THE POINT OF BEGINNING.

THAT PORTION OF CUTTER LANE, BLUEGRASS AVENUE, AND FLATHEAD AVENUE, OVER AND ACROSS THE SUBJECT PROPERTY, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE PUBLIC FOR RIGHT-OF-WAY PURPOSES.

THE 10' WIDE UTILITIES EASEMENTS AS SHOWN HEREON ARE HEREBY GRANTED TO ALL UTILITY PROVIDERS OF THIS PLAT.

THE 14' WIDE STRIP OF LAND, 7 FEET EACH SIDE OF THE COMMON LINE BETWEEN LOTS 14 & 15, BLOCK 1, AS SHOWN HEREON, IS HEREBY GRANTED TO THE PUBLIC AS A PEDESTRIAN PATHWAY EASEMENT.

_____ _____
MORT CONSTRUCTION INC., DBA MONOGRAM HOMES, AN IDAHO CORPORATION — DATE
CLIFFORD E. MORT, PRESIDENT

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 20___, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED CLIFFORD E. MORT, KNOWN OR IDENTIFIED TO ME TO BE PRESIDENT OF MORT CONSTRUCTION INC., DBA MONOGRAM HOMES, AN IDAHO CORPORATION, WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF SAID CORPORATION.

_____
NOTARY PUBLIC

NOTARY PUBLIC FOR THE STATE OF _____

RESIDING AT: _____

MY COMMISSION EXPIRES: _____

APPROVAL OF THE CITY OF SANDPOINT

I, _____, MAYOR OF THE CITY OF SANDPOINT, BONNER COUNTY, IDAHO, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED THIS _____ DAY OF _____, 20___.

_____ _____
MAYOR — CITY CLERK

CITY PLANNER

THIS PLAT HAS BEEN EXAMINED AND APPROVED THIS _____ DAY OF _____, 20___.

_____
CITY PLANNER

CITY ENGINEER

THIS PLAT HAS BEEN EXAMINED AND APPROVED THIS _____ DAY OF _____, 20___.

_____
CITY ENGINEER

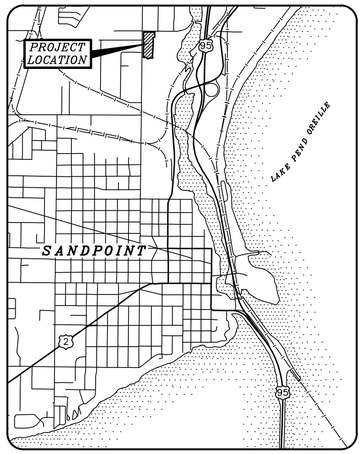
COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED PROPERTY HAVE BEEN FULLY PAID UP TO AND INCLUDING THE YEAR _____.

DATED THIS _____ DAY OF _____, 20___.

_____
BONNER COUNTY TREASURER

VICINITY MAP



COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND APPROVE THE SAME FOR RECORDING THIS ____ DAY OF _____, 20___.

_____
BONNER COUNTY SURVEYOR

PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED FOR UNIVERSITY PLACE PHASE 1 BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING THE CITY OF SANDPOINT. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER FACILITIES SHALL BE ALLOWED.

_____ _____
DATE — HEALTH DISTRICT SIGNATURE

WATER AND SEWER NOTE

WATER SERVICE: CITY OF SANDPOINT MUNICIPAL WATER SYSTEM
SEWER SERVICE: CITY OF SANDPOINT MUNICIPAL SEWER SYSTEM

SURVEYOR'S CERTIFICATE

I, SCOTT L. TOLDNESS, PLS 6603, STATE OF IDAHO. DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON AN ACTUAL SURVEY LOCATED IN SECTION 15, TOWNSHIP 57 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF SANDPOINT, BONNER COUNTY, IDAHO, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN CORRECTLY THEREON AND THAT THE MONUMENTS HAVE BEEN PLACED AND ALL LOT CORNERS PROPERLY SET AND THE SURVEY IS IN COMPLIANCE WITH ALL PROVISIONS OF APPLICABLE STATE LAW AND LOCAL ORDINANCES.

_____ _____
SCOTT L. TOLDNESS, PLS 6603 — DATE

RECORDER'S CERTIFICATE

FILED THIS ___ DAY OF _____, 20___, AT _____ __M.,
IN BOOK ____ OF PLATS AT PAGE ____ AT THE REQUEST OF
GLAHE AND ASSOCIATES, INC., AS INSTRUMENT NO. _____.

_____ _____
COUNTY RECORDER — BY DEPUTY

$_____
FEE

PLACE RECORDING LABEL HERE

1/4	Section	Township	Range	MONTANA IDAHO
	15	57 N	2 W	OREGON WASHINGTON

PROJECT #: 19-120 McDONNELL
DRAWING NAME: 19-120 UNIVERSITY PLACE (PHASE 1)

UNIVERSITY PLACE
PHASE 3

GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474

Scale: N/A	
Checked By: SLT	Drawn By: SWO
Plot Date: 9/19/2025	Sheet: 2 of

AGENDA REPORT

City Council Meeting

TODAY'S DATE: November 12, 2025

MEETING DATE: November 19, 2025

TO: MAYOR AND CITY COUNCIL

FROM: Erik Bush PLA, Project Manager, City Forester

SUBJECT: Downtown Revitalization Phase 3 Professional Services Agreement

DESCRIPTION/BACKGROUND:

On December 5, 2012, City Council adopted the Downtown Streets Plan and Design Guide, envisioning Downtown Sandpoint as the "Hub of the Inland Northwest", a vibrant and welcoming destination for dining, entertainment, shopping, art, and recreation, fostering a strong sense of community throughout the year. The effort to revitalize Downtown Sandpoint began in the early 2000s, with significant contributions from business owners, property owners, community members, consultants, and City representatives working collaboratively to plan, design, secure funding, and implement improvements.

Subsequent efforts have reaffirmed this vision. On May 5, 2021, City Council adopted the Multimodal Transportation Plan (MTMP), which refined the concept for completing the third/final phase of the SURA-funded Downtown Revitalization Project. This phase involves a full reconstruction of First Avenue from Church Street to at least Lake Street.

On November 15, 2023, City Council adopted the Downtown Waterfront Design Competition Stage 3 Design Report, recommending improvements to First Avenue to support new development and improve multimodal access. These improvements include specialty paving, planting beds, street trees, street furnishings, wayfinding, and signage. A new intersection configuration at Bridge Street and First Avenue is also planned to improve pedestrian safety and improve traffic flow. South of Bridge Street, the plan incorporates expanded sidewalks to accommodate a multi-use pathway and angled parking. The Report also envisions a potential roundabout at First and Superior, under a future project.

Phases 1 and 2, completed between 2018 and 2021, improved Cedar Street (from Fifth Avenue to First Avenue) and First Avenue (from Cedar Street to Church Street). These improvements, funded by the Sandpoint Urban Renewal Agency (SURA), provided upgraded pedestrian sidewalks, improved stormwater management, and enhanced public spaces.

The City of Sandpoint is now set to commence the design phase for Phase 3 of the Downtown Revitalization project. This phase will align with the Downtown Streets Plan and Design Guide, the Multimodal Transportation Master Plan, and the Comprehensive Plan. The key objectives of this revitalization effort are to enhance downtown connectivity, improve multimodal infrastructure, and support economic growth.

Phase 3 will extend the improvements along First Avenue from Church Street to approximately Lake Street, including portions of Bridge Street. The project scope includes:

- Wider sidewalks to improve pedestrian accessibility.
- Street furniture and landscaping to enhance public spaces and aesthetics.

- Parking upgrades to improve downtown functionality and access.
- Bioretention cells for stormwater treatment before discharge into Sand Creek.
- Incorporation of public art installations to enhance Sandpoint's cultural identity.

Funding for Phase 3 will continue through the Sandpoint Urban Renewal Agency (SURA).

On August 15, 2025, the City issued a Request for Qualifications (RFQ) to engage a design consultant. Two Statements of Qualifications were received and evaluated using the published criteria. Following review, staff selected and negotiated a contract with the highest-scoring firm, Welch Comer & Associates, LLC, in accordance with Idaho Code § 67-2320 (Qualifications-Based Selection). Design services are budgeted in FY 2025 and will begin immediately following contract execution.

Welch Comer will lead a multidisciplinary team including JUB Engineers, GGLO, The Langdon Group, Geo Engineers, and Environmental Inc. The project will be delivered using a "design-to-budget" approach, managing design scope, quantities, and specifications to align with available construction funding while maintaining awardability. Scope includes:

- Phase 3: Church Street to Lake Street (Full Design, 100%)
    - Complete building-face-to-building-face reconstruction of First Avenue.
    - Incorporate decorative and functional streetscape elements, trees, lighting, furnishings, fiber extension, utilities, and stormwater facilities.
    - Replace water services, aging watermain, and storm mains.
    - Integrate bicycle lanes, on-street parking, and ADA-compliant pedestrian improvements.
    - Coordinate gateway features, landscaping, and public art consistent with previous downtown phases.
    - Intersection improvements at Pine/First and Bridge/First.
- Future Phase: Lake Street to Superior Street (Preliminary Design)
    - Preliminary geometry, streetscape concept, and intersection design at First & Superior (potential roundabout).
    - Early stormwater and traffic analysis to guide future full design and construction.

Additional design elements include a traffic signal warrant and design at First Avenue and Pine Street, stormwater system upgrades with bioretention cells supporting future MS4 compliance, and a comprehensive Public Engagement Plan led by The Langdon Group. Engagement will include stakeholder interviews, Technical Advisory Group meetings, open houses, business outreach, a project website, and social-media and newsletter updates to ensure transparency and public participation.

Environmental and permitting tasks include preparation of a Biological Assessment and Stormwater Pollution Prevention Plan (SWPPP) in coordination with Idaho DEQ.

The proposed agreement covers design services only and excludes bidding, construction administration, management, and inspection, which may be added by supplemental agreement at a later date.

Design services are funded primarily by the Sandpoint Urban Renewal Agency (SURA), with cost participation from the City's Water Fund and General Fund to support utility design elements. The City may pursue supplemental funding through the Idaho Community Development Block Grant (ICDBG) Downtown Revitalization Program, LHTAC, ITD, or other state and federal sources for construction and public amenities.

A Public Engagement Plan will be presented to Council for consideration and approval. This plan will promote transparency, gather community input, and encourage stakeholder participation throughout the design process. Engagement strategies include public meetings and open houses, stakeholder workshops, online surveys, project website and social media updates, press releases, newsletters, and advisory committee meetings.

STAFF RECOMMENDATION: Staff recommends City Council consider approving the Professional Services Agreement with Welch Comer Engineers in the amount of $741,700 for design services for the

Downtown Revitalization Phase 3 project, authorizing the Mayor to sign the Professional Services Agreement.

ACTION: Award contract to approve the Professional Services Agreement with Welch Comer Engineers in the Amount of $741,700 for design services, authorize the Mayor to sign the Professional Services Agreement.

WILL THERE BE ANY FINANCIAL IMPACT? YES HAS THIS ITEM BEEN BUDGETED? YES; **within FY25 budget.**

ATTACHMENTS:

1. Concept Comparison
2. Downtown Streets Plan and Design Guide – First and Cedar Concept
3. Multimodal Transportation Master Plan – First and Bridge Concepts
4. Downtown Waterfront Design Competition – First Ave Concept
5. Downtown Streets Plan and Design Guide – First and Superior

LINKS:

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

ACTION:

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

No: 25-
Date: December 3, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: REQUEST TO AWARD PROFESSIONAL SERVICES AGREEMENT FOR DOWNTOWN REVITALIZATION PHASE 3

WHEREAS: On November 15, 2023, City Council adopted the Downtown Waterfront Design Competition Stage 3 Design Report, recommending improvements to First Avenue to support new development and improve multimodal access;

WHEREAS: The City of Sandpoint is now set to commence the design phase for Phase 3 of the Downtown Revitalization project aligning with the Downtown Streets Plan and Design Guide, the Multimodal Transportation Master Plan, and the Comprehensive Plan with the key objectives to enhance downtown connectivity, improve multimodal infrastructure, and support economic growth;

WHEREAS: On August 15, 2025, the City issued a Request for Qualifications (RFQ) to engage a design consultant and with two Statements of Qualifications received and evaluated using the published criteria and following review, staff selected and negotiated a contract with the highest-scoring firm, Welch Comer & Associates, LLC, in accordance with Idaho Code § 67-2320 (Qualifications-Based Selection);

WHEREAS: The proposed agreement covers design services only and excludes bidding, construction administration, management, and inspection, which may be added by supplemental agreement at a later date; and

WHEREAS: Design services are funded primarily by the Sandpoint Urban Renewal Agency (SURA), with cost participation from the City's Water Fund and General Fund to support utility design elements but the City may pursue supplemental funding through the Idaho Community Development Block Grant (ICDBG) Downtown Revitalization Program, LHTAC, ITD, or other state and federal sources for construction and public amenities.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves the Professional Services Agreement with Welch Comer & Associates, LLC, in the amount of $741,700, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

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

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

AGREEMENT
BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS AGREEMENT effective as of November 20, 2025 ("Effective Date") between City of Sandpoint ("Owner") and Welch Comer ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Engineering services for Downtown Revitalization Phase 3 ("Project").

Engineer's services under this Agreement are generally identified as follows: engineering services to Infrastructure design for Downtown Revitalization Phase 3 ("Services")

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall pay Engineer as set forth in Article 4 and Exhibit B.

B. Owner shall furnish to Engineer all existing studies, reports, and other available information pertinent to the Engineer's performance of the Services, including reports and data relative to previous transportation planning efforts.

C. Owner shall advise Engineer of the identity and scope of services of any independent Engineers retained by Owner to perform or furnish services pertinent to the Services.

D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

E. Owner shall inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to any Site under study.

F. Owner shall examine all alternative solutions, studies, reports, sketches, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, and other advisors or Engineers as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

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G. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall provide, as required for Engineer performance of its Services:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 2010, and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, or Engineer reasonably requests.

H. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence of any Constituent of Concern at any Site; or

3. any relevant, material defect or nonconformance in Engineer's services or Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations no later than June 15, 2026. Specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare detailed invoices of the work performed under the Scope of Services, Exhibit A, and in accordance with the terms of this Article and Exhibit B. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

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B. *Failure to Pay:* If Owner fails to make payments due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving fourteen days' written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall advise Engineer in writing of the specific basis for doing so, may withhold the portion so disputed, and pay the undisputed portion subject to the terms of Paragraph 4.01.

4.03 *Payment for Basic Services (Hourly Rates Plus Reimbursable Expenses) and Additional Services*

A. Using the procedures set forth in this Article, Owner shall pay Engineer for Basic Services as follows:

1. An amount equal to the cumulative hours charged to the Basic Services by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Basic Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Exhibit B) and Engineer's subconsultants charges, if any.

2. The total compensation for Basic Services and reimbursable expenses shall not exceed **$741,700** for this Project.

B. For Additional Services, if requested by the Owner, in writing, Owner shall pay Engineer an amount equal to the cumulative hours charged to providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Appendix 1) and Engineer's subconsultants charges, if any.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 Standards of Performance

A. *Standard of Care:* The standard of care for all professional Consulting and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical

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accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Engineers:* Engineer may retain such consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 5.01.A, Engineer and its Engineers may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

F. Engineer shall not have any construction-related duties under this Agreement. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at any Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

G. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

H. Engineer's services do not include providing legal advice or representation.

I. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

5.02 *Use of Documents*

A. Owner shall retain an ownership and property interest in all Documents (including the copyright and the right of reuse at the discretion of the Owner) whether or not the Services or the Project is completed.

5.03 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital

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format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

5.04 *Insurance*

A. Engineer, and any other consultant retained to perform services under this Agreement, will maintain insurance coverage for General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request with City of Sandpoint named as Additional insured.

1. Worker's Compensation: State of Idaho Statutory Limits
2. Automobile Bodily Injury and Property Damage Liability: $1,000,000 each occurrence
3. Professional Liability: Errors and Omissions: $1,000,000
4. Comprehensive Commercial General Liability: $1,000,000 per occurrence/ $2,000,000 aggregate

5.05 *Termination*

A. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon fourteen days' written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon fourteen days' written notice if the Engineer's services are delayed for more than 90 days for reasons beyond Engineer's control.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

B. *Termination for Convenience/Non-Appropriation:* Owner may terminate the Agreement for Owner's convenience effective upon the Engineer's receipt of written notice from Owner. Owner may terminate the Agreement in the event of loss of program funding.

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C. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. In the event of any termination, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

5.06 *Controlling Law*

A. This Agreement is to be governed by the State of Idaho. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

5.07 *Successors, Assigns, and Beneficiaries*

A. Engineer and its successors, executors, administrators, and legal representatives, are hereby bound to the Owner to this Agreement, and to its successors and assigns in respect of all covenants, agreements, and obligations of this Agreement.

B. Engineer may not assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the Owner, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Engineer from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner to any Constructor, or other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.

5.08 *Dispute Resolution*

A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

5.09 *Indemnification*

A. *Indemnification by Engineer:* Engineer shall indemnify and hold the Owner, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims,

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damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by Engineer wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the Owner, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the Owner specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

5.10 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

5.11 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 6 – DEFINITIONS

6.02 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits and Appendix) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

1. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in as may be agreed upon, in writing, throughout the Project.

2. *Agreement*—This written contract for study and report professional services between Owner and Engineer, including all exhibits identified in Paragraph 7.01 and any duly executed amendments.

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3. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

4. *Engineers*—Individuals or entities having a contract with Engineer to furnish services with respect to this Agreement as Engineer's independent professional associates and Engineers; subcontractors; or vendors.

5. *Documents*—Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic format, provided or furnished by Engineer to Owner pursuant to this Agreement.

6. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

7. *Engineer*—The individual or entity named as such in this Agreement.

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

9. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed.

10. *Project*—The total undertaking to be accomplished for Owner by Engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed or furnished by Engineer under this Agreement are a part.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.01 *Exhibits Included*

A. Exhibit A, Scope of Services.

B. Exhibit B, Fee Schedule

7.02 *Entire Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

7.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the respective party that the individual represents.

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7.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 7.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: CITY OF SANDPOINT	Engineer:
By:	By: Matt Gillis (Nov 19, 2025 13:46:12 PST)
Print name: Jeremy Grimm	Print name: Matt Gillis
Title: Mayor	Title: Vice President
Date Signed:	Date Signed: 11/19/2025
Address for Owner's receipt of notices: 1123 Lake Street Sandpoint, Idaho 83864	Address for Engineer's receipt of notices:
Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A):
Name: Holly Ellis	Name: Matt Gillis
Title: Public Works Director	Title: Vice President
Phone Number: 208-946-2087	Phone Number: 208-659-7261
E-Mail Address: hellis@sandpointidaho.gov	E-Mail Address: mgillis@welchcomer.com

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This is **EXHIBIT A**, consisting of 21 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 20, 2025.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PROJECT DESCRIPTION

- OWNER: City of Sandpoint
- ENGINEER: Welch Comer Engineers (ENGINEER)
    - Welch Comer will be supplemented by:
        - JUB Engineers (JUB)
        - GGLO Architects (GGLO)
        - The Langdon Group (TLG)
        - Geo Engineers (GEO)
        - Environmental, Inc. (EI)
- PROJECT: Phase 3 Downtown Revitalization
- PROJECT DESCRIPTION: Infrastructure design for Phase 3 (First Ave: Church → Lake to 100%; Lake → Superior to 30%) of Downtown Sandpoint Revitalization generally includes:
    - Segment 1: Church Street to Lake Street (Full Design), depending on funding
        - Building-face to building-face reconstruction on First Avenue from Church Street to Lake Street.
        - All decorative and functional streetscape and furniture including pavers, trees, gateway elements, landscaping, public art locations, irrigation, seating, street/pedestrian lighting, festival lighting, and trash receptacles.
        - Bicycle lanes/paths, parking, and continuity to existing/planned bike facilities and routes within the downtown core.
        - Targeted utility upgrades, decorative street & pedestrian lighting, Sandpoint-owned fiber optic conduit extension from Phases 1 & 2, watermain replacement and stormwater improvements.
    - Segment 2: Lake Street to Superior Street (30% Design), depending on funding
        - Preliminary Streetscape and horizontal geometry.
        - Preliminary design of the intersection of First & Superior.
        - Preliminary investigation for stormwater improvements and treatment.

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- Available funding will determine exactly how much of the corridor will be taken to 100% design.
- Considerations for supplemental funding mechanisms to supplement SURA funding – grants (LHTAC, ITD, Federal Government), Owner enterprise funds for underground utilities, and others with a schedule of due dates, pros-cons.

- ROLES:
  - ENGINEER: Prime/roadway, utilities (wet), storm, traffic coordination, PM
  - JUB: Traffic analysis, illumination design, private utility coordination, photometrics
  - TLG: Public involvement
  - GGLO: Streetscape, planting & hardscape, irrigation
  - Geo: Geotechnical explorations & recommendations (Base segment only).

- DESIGN-TO-BUDGET: Engineer will manage design scope, quantities, and specifications to align with the Owner's available construction budget. At each deliverable:
  - Update the Engineer's Opinion of Probable Cost and compare to the budget.
  - Propose value options (materials, sections, details) and bid alternates (additive/deductive) to maintain awardability.
  - Recommend phasing and staging strategies that preserve business access and minimize cost risk. Phasing will include opportunities to seek additional funding and timelines for the funding to provide guidance on which items from the concept to take through final design.

SCOPE OF SERVICES

1. PROJECT MANAGEMENT & COORDINATION

1.1. Project Reporting/Project Management (ENGINEER):

The ENGINEER will maintain regular contact with OWNER's Project Manager and maintain regular coordination with OWNER staff for this project. The ENGINEER's Project Manager will be responsible for:

1.1.1. OWNER Communication: Maintaining regular contact with the OWNER through in-person visits, telephone/videoconference conversations, and e-mail to keep the OWNER informed of the progress of this contract.

1.1.2. Status Reports: Provide status reports in accordance with the Sandpoint standard reporting and invoices for work performed each month for the duration of the project.

1.1.3. Project Schedule: Develop, with input from the OWNER, an initial project schedule. ENGINEER will update the project schedule periodically to reflect completion and budget. Changes in scope or schedule will be monitored by ENGINEER and

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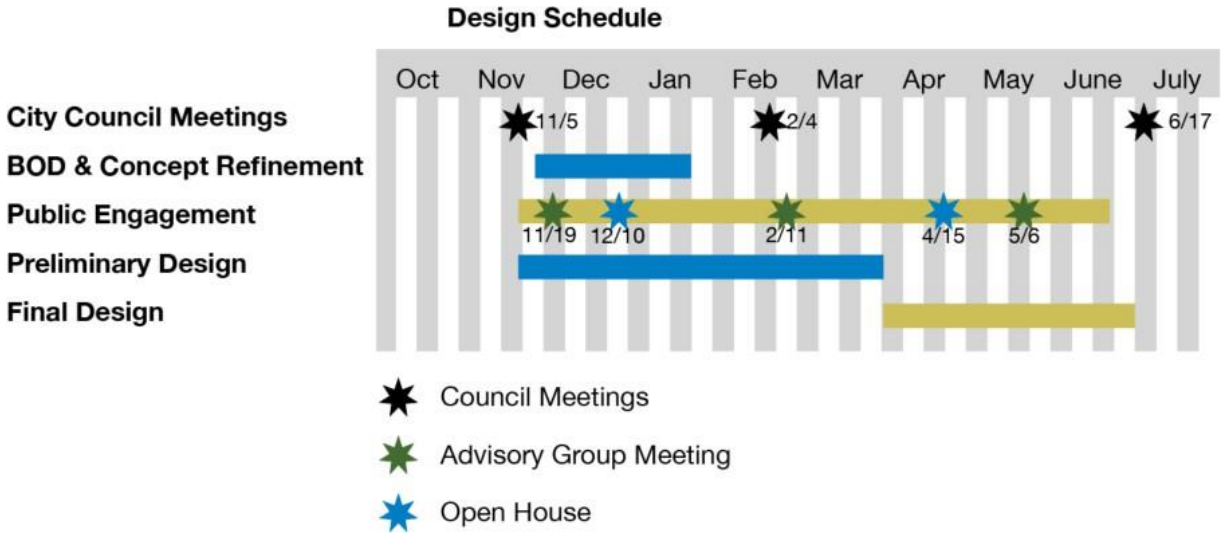
communicated to OWNER. Amendments to address out of scope work or schedule modifications will be negotiated prior to the start of the additional work or implementing the schedule revision. Below is the anticipated design schedule.



Note: The schedule is DRAFT and is subject to change per input from the Owner. The Engineer will coordinate milestone touchpoints with the OWNER's Advisory Group cadence and Council actions while pursuing opportunities to compress duration where practical.

1.1.4. General Project Management: Coordinate design team activities so that the work is completed on schedule, meets industry standard of care, respects the public, and meets the OWNER's needs and expectations as defined in this scope of work. The project manager will provide overall project management for the ENGINEER's work elements, including coordination with the OWNER and any subconsultants or vendors.

1.1.5. Owner Council Meetings: Provide the Owner Council updates at three (3) regular Owner Council meetings during the design phase.

1.2. Kick-off Meeting (ENGINEER, JUB, TLG, GGLO):

1.2.1. A Project Kick-off Meeting with Owner of Sandpoint staff will be conducted to provide the necessary basis for a successful project that satisfies the needs of the OWNER, ENGINEER, and community at large. The Project Kick-off Meeting agenda will include discussion of overall project needs, community goals, areas of responsibility, project scope, budget and commitments to decision making and schedule. It is assumed that the prime ENGINEER will be in person and the sub-consultants will either be in-person or virtual depending on the needs of their particular scope of work.

1.3. Assumptions:

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1.3.1. Understanding Phase 3 is budget-driven, the November 15, 2023 Downtown Waterfront Design Competition will serve as general guidance for the project.

1.4. Deliverable(s):

1.4.1. Project schedule with updates as needed

1.4.2. Kick-off meeting agenda and minutes

1.4.3. Monthly progress reports and invoices

2. PUBLIC ENGAGEMENT PLAN

2.1. Prepare a Public Engagement Plan (TLG) to guide community outreach and communications throughout the project.

2.2. Prepare a concise Public Engagement Support Plan outlining project branding, communication materials, staging recommendations, and advisory/stakeholder touchpoints. The OWNER will lead implementation of the plan with support from the Engineer. The plan will:

2.2.1. Identify engagement phases and key milestones.

2.2.2. Outline stakeholder groups (residents, businesses, property owners, community organizations, developers, and others).

2.2.3. Define engagement tools and communication protocols.

2.2.4. Include a communications strategy and staging recommendations to minimize construction disruption.

2.2.5. This plan is considered a living document, to be updated throughout the project, as appropriate, to reach public participation goals.

2.3. Situational Assessment & Stakeholder Engagement (TLG)

2.3.1. Work with the OWNER to develop an interview guide, questions, and identify interest-holder interviews. Plan, schedule, and conduct up to ten (10) individual stakeholder interviews in person to understand local perspectives, priorities, opportunities, and challenges. Interviews will include a diverse cross-section of perspectives to collect a comprehensive understanding of community interests.

2.4. Technical Advisory Group Meetings (TLG/ENGINEER):

2.4.1. Coordinate with the OWNER for up to three (3) Technical Advisory Group meetings. Each TAG meeting will last up to three (3) hours and include up to one 1 TLG and 1 ENGINEER staff member. Meeting goals will include:

2.4.1.1. Present project overview and situation assessment findings and gather initial feedback.

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2.4.1.2. Discuss project goals, objectives, key messaging and outcomes of project.

2.4.1.3. Prepare for public involvement tasks.

2.4.1.4. Facilitate discussion on specific elements as appropriate.

2.4.1.5. Present findings of public involvement tasks and collect feedback.

2.4.1.6. Identify priorities and considerations for planning specific elements.

2.4.1.7. Present Draft elements, collect feedback and identify areas for refinement and/or expansion, identify strategies for implementation.

2.5. Community Open Houses (TLG/ENGINEER):

2.5.1. Support the OWNER in hosting two in-person open-house meetings. One early in design and one near final completion to solidify public support and prepare them for construction. Staffing will include up to one 1 TLG and 1 ENGINEER staffing member. It is assumed the Owner will coordinate time and location of meetings.

2.6. Owner Council and Commission Meetings (ENGINEER):

2.6.1. Provide materials and support for 3 meetings with Owner Council and/or Planning Commission during the design phase. Materials will include presentation slides, visual aids, and summaries of public input.

2.7. Business Owner Outreach (TLG/ENGINEER):

2.7.1. Assist Owner staff with one-on-one business owner meetings as needed and if requested by the Owner. This scope of work assumes a total of 5 hours for individual business owner meetings.

2.8. Deliverables:

2.8.1. December 10th, 2025 - Public Involvement Plan

2.8.2. Interview guide, questions and summaries

2.8.3. TAG Meeting agendas and minutes

2.8.4. Stakeholder list

2.8.5. Up to five (5) Open House display boards

2.8.6. Summary of open house feedback

3. BASIS OF DESIGN (BOD) & CONCEPT PHASE (ENGINEER/GGLO):

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This phase will review past work and establish the foundational design framework for the Downtown Revitalization Phase 3 project. The BOD will define design criteria, preliminary concepts, and key assumptions necessary to advance to 30% and 100% PS&E. This phase also conducts conceptual design on specific elements listed above to ensure alignment with Owner goals, project budget, stakeholder priorities, and lessons learned from Phases 1 and 2. Key tasks are:

3.1. Design Criteria and Assumptions

3.1.1. Define corridor design parameters including roadway cross-sections, materials, utilities, ADA standards, and design vehicle.

3.1.2. Establish assumptions for streetscape elements (lighting, furnishings, landscaping, stormwater treatment, fiber conduit).

3.1.3. Document approach to traffic operations, multimodal accommodations, and emergency/service vehicle access.

3.2. Develop Standard Street Cross Section (ENGINEER/GGLO):

3.2.1. Engage with Owner of Sandpoint staff to review Phase 2 elements of design to determine the items that are functioning well or could be improved.

3.2.2. Coordinate with the team establishing the downtown building design standards to ensure compatibility between those standards and the streetscape standards.

3.3. Master Plan Integration (ENGINEER/GGLO):

3.3.1. Align streetscape with Phase 2 standards and Downtown Waterfront Master Plan; incorporate overall design concepts, pedestrian expansions, art & heritage opportunities, and planting palette in collaboration with Kalispel Tribe. (ENGINEER) integrates with roadway/utilities. Up to two (2) alternative concept plans will be prepared for review by the Owner. We have allotted for two (2) virtual client review meetings and one (1) in person meeting with the tribe, during the Conceptual Design Phase.

3.4. Intersection Concept Design (ENGINEER/JUB):

The ENGINEER will develop intersection concept designs at the following three key downtown locations to improve safety, accessibility, traffic operations, and corridor aesthetics while supporting multimodal mobility. These concepts will be integrated into the overall First Avenue corridor design and will reflect Sandpoint's goals for a pedestrian-first, vibrant, and historic downtown.

- Bridge Street/First Avenue
- Pine Street/First Avenue
- Superior Street/First Avenue

3.4.1. Intersection Concepts (ENGINEER/JUB)

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3.4.1.1. Review existing planning documents (Multimodal Transportation Master Plan, Downtown Streets Plan, Waterfront Visioning Report, etc.).

3.4.1.2. Gather existing traffic volumes, crash history, pedestrian/bike counts, and turning movement data.

3.4.1.2.1. Superior/First (AM/PM peak)

3.4.1.2.2. Pine/First (12-hr)

3.4.1.2.3. Bridge/First (AM/PM peak)

3.4.1.2.4. Church/First (AM/PM peak)

3.4.1.2.5. The traffic analysis phase will be summarized by a short memorandum (2 pages).

3.4.1.2.6. Traffic counts are best taken during the summer months when traffic is at its peak. Due to schedule constraints, traffic counts will need to be taken during the winter, and the values will be adjusted to best represent summer conditions.

3.4.1.3. Signal Warrant Analysis & Intersection Control Evaluation

3.4.1.3.1. Evaluate a signal warrant at the intersection of First & Pine in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

3.4.1.3.2. Complete a detailed Intersection Control Evaluation for the followings intersections. Include evaluation of intersection control types, a safety assessment, and consider bikes/peds.

3.4.1.3.2.1. First & Bridge

3.4.1.3.2.2. First & Pine

3.4.1.3.2.3. First & Superior

3.4.1.4. Assess design vehicle needs: Select and apply design/check vehicles that balance the OWNER's pedestrian-first goals with emergency response, delivery, and transit needs (e.g., WB-40/SU, fire apparatus), documenting curb radii, truck aprons, and loading accommodations.

3.4.2. Alternatives Development (ENGINEER/JUB)

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3.4.2.1. Develop up to two preliminary concepts per intersection, addressing geometry, pedestrian crossings, bike connectivity, and stormwater integration.

3.4.2.2. Prepare comparative analysis of each concept including operational performance, multimodal safety, constructability, cost implications, and right-of-way needs.

3.4.3. Preferred Concept Selection (ENGINEER)

3.4.3.1. Facilitate OWNER-led decision-making to select a preferred concept for each intersection.

3.4.3.2. Present concepts at Technical Advisory Group meetings for feedback on functionality, aesthetics, and impacts.

3.4.4. Deliverable(s):

3.4.4.1. Technical Analysis Memo

3.4.4.2. Signal Warrant Analysis for Pine & First

3.4.4.3. Intersection Control Evaluation for: First & Church, First & Pine, and First & Superior

3.5. Stormwater Analysis (ENGINEER):

3.5.1. Evaluate stormwater needs and treatment opportunities only within the Phase 3 project limits (Church Street to Superior Street). The purpose of this task is to identify concept-level strategies that can be advanced into preliminary design without extending analysis or survey beyond the corridor.

3.5.2. Review existing stormwater infrastructure and 2016 Stormwater Facility Plan, known pipe systems, grades, and drainage patterns within the project boundary. Concept-level opportunities for stormwater treatment, detention, or infiltration will be limited to the First Avenue corridor and adjacent streets within the design footprint. Note existing outfalls at Gunnings Alley, Boardwalk south of Bridge Street, end of Lake Street, and back of Steagar property. Basic capacity calculations will be completed using Owner furnished basin information.

3.5.3. Assess feasibility based on utilities, available ROW, building face-to-face constraints, ADA requirements, surface grades, and constructability. No survey or investigation will occur outside the Phase 3 limits.

3.5.4. Deliverable(s):

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3.5.4.1. January 8, 2026: A brief memo or concept summary will document on-corridor stormwater approaches suitable for integration into 30% design. Recommendations will remain conceptual and budget-level only.

4. PRELIMINARY DESIGN

This scope of work includes design phase services for the entire length of the project (Church to Superior), understanding that the section from Church to Lake will be developed to 90% (in this phase) and the section from Lake to Superior developed to 30%, depending on available funding.

4.1. Topographic & Right of Way Survey:

4.1.1. **Church St to Lake St:** Topographic survey of the entire corridor with the limits being face of building to face of building. Additionally, pick up stormwater catch basins and sanitary sewer manholes outside the full topographic survey boundary to ensure an understanding of pipe slopes, materials and sizes.

4.1.2. **Church St to Superior Way near Iberian Way:** Topographic survey of the entire corridor with the limits being face of building to face of building. Underground piping inverts will not be obtained in this area.

4.1.3. Conduct records research of ITD right of way, county surveys, plats and corner records, pertinent maps will be drafted, and search coordinates established on monuments. Title reports are not included. This will only occur in the Church St to Lake St area.

4.1.4. Conduct monument search in the Church St to Lake St area.

4.1.5. Resolve right of way in the Church St to Lake St area to a level suitable for design using a combination of found monuments and record documents. Individual property lines will not be determined.

4.1.6. Process and prepare topographic base map.

Assumptions:

- Bonner County assessor data will be used for the right of way south of Church St.
- No Right of Way will be acquired as part of the project.
- Provide traffic control for topographic surveying of the storm and sanitary sewer manhole dips within the Church St to Lake St area,
- OWNER to prepare and execute temporary easement documents, if necessary.
- Legal descriptions are not required on temporary easement documents.
- If temporary easement documents end at property lines, the Bonner County parcel information will be utilized.

4.2. Project Coordination Meetings:

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4.2.1. Weekly Owner Staff/Design Team Meetings: Coordinate and facilitate virtual weekly design team coordination meetings with the Owner staff for the duration of the design phase. Meetings will vary in nature and length but are intended to keep the team on task and the OWNER continually informed of the status. Meeting minutes will be generated and distributed accordingly. Minutes will record decisions, responsibility and deadlines. Average meeting time is anticipated to be 60 minutes. Only the PM and necessary team members for the agenda will be present at the meeting.

4.3. Wet Utility Investigation (ENGINEER) :

4.3.1. Coordinate with the OWNER on locating the existing sewer services on First Avenue only. The OWNER will provide the equipment and personnel to camera existing sewer main lines to locate the sewer service locations at the main line. The ENGINEER will include that data in the base mapping.

4.3.2. Building Utility Service Investigation: The ENGINEER will perform interior basement inspections of up to 15 accessible buildings (with building owner permission) to map location of water & sewer services. Also, investigate the presence of public or privately owned coal chutes, vaults, water services, sewer services, roof drains, or other items that might be visible during the basement access that appear to be under the existing sidewalk and within the public right of way. It is assumed a 30-minute inspection will be required for each building. It is also assumed the OWNER will provide contact information for all building owners and/or tenants. ENGINEER will make contacts to request permission for building access. ENGINEER will include all located wet utilities on the base mapping.

4.4. Potable Water Design (ENGINEER):

4.4.1. Church to Lake: It is assumed the water main and all services, which were constructed in the 1940’s, are to be replaced.

4.4.2. Replace the existing water main, services, and all associated appurtenances.

4.4.3. Hydrants requiring replacement or relocation within the project limits will be included in the design.

4.4.4. It is assumed the OWNER will coordinate with affected property owners regarding potential fire line additions. Design of any new fire lines may be added through a supplemental agreement.

4.5. Sanitary Sewer Design (ENGINEER):

4.5.1. It is assumed no sanitary sewer mainline or services design will be completed.

4.6. Stormwater Design (ENGINEER):

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4.6.1. Replace stormwater mains, manholes, and catch basins on First Avenue within the project limits.

4.6.2. Investigate roof drains from buildings to determine how they currently connect to the stormwater system and develop plans to connect into the new storm sewer system. Make new connections accordingly.

4.6.3. Develop modify/improved rain-garden design based on feedback from Owner staff about the functionality of the Phase 2 system and connect overflow from the raingardens to the storm sewer system.

4.6.4. Where feasible, stormwater design elements will support future MS4 compliance.

4.7. Streetscape and Urban Design Enhancements (GGLO/ENGINEER):

Integrate functional and decorative streetscape elements consistent with the Phase 2 standards, the adopted Downtown Waterfront Master Plan, and the OWNER's Arts, Culture, and Historic Preservation Plan.

4.7.1. Planting Design: Develop planting palettes for trees, planters, and understory vegetation, coordinating with Owner staff and (if desired) the Kalispel Tribe to incorporate heritage and native species.

4.7.2. Streetscape Integration: Evaluate opportunities to implement elements of the master plan framework, including expanded pedestrian space, stormwater/green infrastructure features, and locations for public art.

4.7.3. Color & Material Selection: Confirm sidewalk scoring, paver and concrete color/texture, furnishings (benches, bike racks, receptacles), and decorative elements consistent with Phase 2 while allowing for updates if materials are discontinued or need improved upon.

4.7.4. Bicycle Facilities: Coordinate the design of on-street and/or protected bike facilities. Identify and detail short- and long-term bicycle parking (e.g., inverted-U, grouped racks), spacing, and protection; confirm counts and placement near generators to ensure continuous, direct bike connections and end-of-trip amenities in the core.

4.7.5. Lighting & Furnishings Coordination: Work with electrical engineer to coordinate pole-mounted pedestrian lighting, banner arms, and outlets for events/holiday lighting.

4.7.6. Public Art and Gateway Features: Identify potential locations for art, signage, and gateway treatments. Coordinate footing and electrical service needs to accommodate future installations. Any footing locations will be consistent with the 2021 Arts, Culture, and Historic Preservation Plan.

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4.7.7. Wayfinding: Coordinate with the Owner to identify simple opportunities to extend the existing downtown wayfinding system into the project area. This will include confirming sign types, general placement, and integration with current materials and colors. The effort will focus on maintaining consistency with the established design rather than developing new themes or concepts. Coordination with the Owner and Arts Commission will occur to ensure alignment with existing standards.

4.7.8. Deliverables:

4.7.8.1. Streetscape and planting plans, including plant lists, locations, and installation details.

4.7.8.2. Detailed design of bicycle facilities and connectivity

4.7.8.3. Hardscape color, scoring, and materials plan.

4.7.8.4. Irrigation plan for poles and planting areas.

4.7.8.5. Streetscape integration memo with recommended design elements.

4.7.8.6. Exhibits and renderings illustrating the “look and feel” of the corridor for use in public outreach.

4.8. Roadway Design (ENGINEER):

4.8.1. First Ave Reconstruction from Church to Lake (to 90%) and from Lake to Superior (to 30%): Complete reconstruction of sidewalks, curb, and roadway on First Avenue. Includes potential geometric changes to limit southbound left turns from the beach onto First Avenue.

4.8.2. Demolition Plan: Provide demolition plan to delineate the limits of removal for items such as asphalt, concrete, trees, utility poles, signs, etc. Demolition plan will clearly delineate and show protection elements to be preserved and protected as part of construction.

4.8.3. Typical Sections: Based on the preferred layout selected and shown in the Concept Plan, complete the typical section(s) to be used on the project such as lane widths, shoulder width, side slopes, sidewalk, and curb type.

4.8.4. Horizontal & Vertical Alignments: Design horizontal and vertical alignments in accordance with current AASHTO standards. It is assumed the proposed vertical alignment will be very similar to existing.

4.8.5. Parking & Sidewalk Layout: Balance the design of parking with the sidewalks. Ensure all sidewalks and pedestrian ramps are in accordance with ADA requirements.

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4.8.6. ADA Compliance: Pedestrian improvements will be in accordance with current ADA and PROWAG standards or guidelines. ENGINEER will coordinate accessibility items closely with Owner staff. A shared use path on the east side of First Avenue will be extended south within the project limits, in accordance with the Downtown Master Plan. The southern limit of this path will be planned to be extended in a subsequent phase.

4.9. Geotechnical Design (GEO):

4.9.1. Field walk to select boring locations and document existing pavement conditions.

4.9.2. Call in utility locates (811) at least 2 working days before drilling.

4.9.3. Drill up to 2 borings (5–10 ft deep or to refusal) using a truck-mounted rig.

4.9.3.1. Collect split-spoon soil samples every ~2.5 ft.

4.9.3.2. Measure pavement and base thickness where applicable.

4.9.3.3. Perform DCP tests in paved locations.

4.9.4. Conduct two downhole falling-head infiltration tests in select borings.

4.9.5. Perform lab testing on select samples:

4.9.5.1. Six sieve analyses

4.9.5.2. Six Atterberg limits

4.9.5.3. Two R-value tests

4.9.6. Provide recommendations for:

4.9.6.1. Site prep and earthwork

4.9.6.2. Structural fill and compaction

4.9.6.3. Handling unsuitable soils

4.9.7. Evaluate whether existing pavement can be rehabilitated based on thickness and condition.

4.9.8. Recommend pavement section designs (new and rehab), including subbase, aggregate, and HMA.

4.9.9. Assess feasibility of stormwater infiltration and provide design infiltration rates.

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4.9.10. Prepare a draft and final geotechnical report with findings, conclusions, and recommendations.

4.10. Key Assumptions

4.10.1. Borings located in travel/turn lanes with cones/signs/flaggers for temporary lane closures.

4.10.2. All drilling completed in one business day; no restricted work hours.

4.10.3. Pavement patches to be cold-mix asphalt.

4.10.4. No cultural resource clearance or monitoring included.

4.10.5. Traffic data (for ESALs) provided by design team.

4.10.6. Pavement design will assume HMA only (no PCC evaluation).

4.10.7. Design can use AASHTO 1993 or Gravel Equivalency methods (no Pavement ME). Utilize the Owner Standard: SP3.

4.10.8. Final deliverable will be a brief Geotech report — ITD Roadway Materials Report not required.

4.11. Driveway Access (ENGINEER):

4.11.1. Most properties in the project limits are alley-loaded. The design will accommodate driveway access, where existing, in the instance that the driveways are to remain. Coordinate with the OWNER on locations where driveway widths may be reduced or combined with adjacent driveways.

4.12. Signing & Pavement Markings (ENGINEER):

4.12.1. Provide pavement marking and signing design in accordance with MUTCD.

4.13. ESCP (ENGINEER):

4.13.1. Provide temporary erosion and sediment control plans.

4.14. Utility Coordination (JUB):

4.14.1. Utility Locates and Contact Information

4.14.1.1. Call in design locates to OneCall. Utilities that choose to locate will be surveyed by ENGINEER. The OneCall will generate a list of utilities within the project footprint and will serve as the basis for utility coordination.

4.14.1.2. It is assumed that all utilities report to One-call within the corridor.

4.14.2. Utility Tracking Matrix and Utility Coordination

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4.14.2.1. Create and maintain a utility contact matrix (excel) that will clearly delineate current utility contacts, current contact information, and will document the coordination efforts under each utility milestone. This task will largely be composed of day-to-day coordination with each utility company.

4.14.3. Initial Contact Letter

4.14.3.1. Prepare and deliver Initial Contact Letters via email. The letter will alert each utility company of the project goals, timeline, and will ask for utility as-built mapping and of any future plans to place utilities within the corridor.

4.14.4. Notification of Conflict Letter

4.14.4.1. Prepare and deliver utility Notification of Conflict Letters via email. The letter will be accompanied by an exhibit showing the utility companies' facilities and where conflicts exist requiring relocation.

4.14.4.2. Up to three (3) utility companies are anticipated within this scope to be impacted by the project and require relocation coordination.

4.14.4.3. All utilities are located within the public right of way and are subject to relocation at their own expense. No agreement coordination is anticipated.

4.14.4.4. No utility potholing will be required.

4.14.5. Utility Coordination Meetings

4.14.5.1. Host an in-person relocation Strategy Meeting with utility companies requiring relocation with the project. Minutes from these meetings will serve to hold utilities accountable to relocation strategies and timelines.

4.14.5.2. One (1) field meeting is anticipated.

4.14.5.3. The meetings will be held at the Owner offices or the project site.

4.14.6. Owner Relocation Letters

4.14.6.1. Once the project impacts are solidified by the ENGINEER design team, relocation letters will be drafted identifying the date relocations need to be complete and authorizing utility companies to relocate.

4.14.6.2. Letters will be endorsed by the Owner.

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4.14.6.3. Owner relocation letters will be drafted by the Engineer, but signed by the OWNER.

4.14.7. Utility CAD Basemap

4.14.7.1. Prepare a utility base map correlating as-built mapping received by utility companies, and survey collected by ENGINEER. The base map will be used as the basis for identification of design conflicts with existing utilities.

4.14.8. Deliverables(s):

4.14.8.1. One Call Logs

4.14.8.2. Utility Tracking Matrix

4.14.8.3. Initial Contact Letter

4.14.8.4. Notification of Conflict Letter

4.14.8.5. Emailed relocation strategy summary

4.14.8.6. Owner relocation letters

4.14.8.7. Utility base map – Civil3D

4.15. 30% Roundabout Design at First & Superior (ENGINEER) (assuming roundabout is preferred)

4.15.1. Geometric Design: Develop horizontal (no vertical alignments), including entry/exit geometry, truck apron dimensions, pedestrian crossings, bicycle facilities, and ADA-compliant curb ramps.

4.15.2. Stormwater & Utilities: Design stormwater collection/treatment integrated with corridor system; coordinate with water, sewer, fiber, and dry utilities for relocations.

4.15.3. Lighting & Streetscape: Incorporate pedestrian lighting, landscaping, and space for gateway art consistent with Owner plans.

4.15.4. Traffic Control & Phasing: No traffic control will be developed for this phase.

4.15.5. Pavement & Geotechnical: Utilize geotechnical recommendations for pavement section and subgrade stabilization.

4.15.6. Signing & Marking: Prepare MUTCD-compliant signing and striping plan.

4.16. Lighting Design (JUB):

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4.16.1. Run an AGI32 photometric analysis to provide tailored light coverage to the downtown corridor. The lighting memo will include point of service connections and information on the existing infrastructure. All lighting shall be Dark Skies Compliant.

4.16.2. Lighting design will be completed in accordance with standards set by the Illuminating Engineering Society and Sandpoint Owner Code.

4.16.3. Lighting standard will be selected by the Owner.

4.17. Specification/Special Provisions:

Develop project special provisions in accordance with EJCDC and ISPENGINEER contract format. It is assumed the Owner will provide the "Front End" documents during the Final Design phase.

4.18. As-Needed Structural Design (JUB/ENGINEER)

4.18.1. Structure analysis is not part of this scope of work. Should any be needed it can be added via supplemental agreement.

4.19. Permitting (EI):

4.19.1. Biological Assessment (this is shown as a separate hourly task in Exhibit B:

4.19.1.1. Preliminary Research/Project Coordination. Complete preliminary research for the project coordination. Preliminary research will include agency coordination and verification of current regulatory requirements with Owner, state and federal agencies; review of aerial photographs; review of topographical maps; and review of the United States Fish and Wildlife (USFWS) IPaC information.

4.19.1.2. Onsite Investigation: Conduct an onsite investigation.

4.19.1.3. Draft and Final Biological Assessment.

4.19.1.4. Environmental Inc. will complete one draft and one final Biological Assessment.

4.19.1.5. Assumptions:

4.19.2.5.1. Welch Comer will provide a written project description, a site plan showing the proposed work and description of any applicable BMP's.

4.19.2.5.2. No work will occur within or below the ordinary high water mark.

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4.19.2.5.3. Formal consultation with the USWFS will not be needed.

4.19.2.5.4. Idaho Department of Environmental Quality (DEQ) Construction Stormwater General Permit (SWPPP/NOI).

4.20. Grant and Funding Support (ENGINEER):

4.20.1. The ENGINEER will provide supporting documentation to assist the OWNER in pursuing and managing supplemental project funding. This includes preparing graphics, concept-level cost estimates, schedules, and narrative descriptions suitable for inclusion in one grant application (e.g., CDBG, state, or federal programs). The ENGINEER will also coordinate with Owner staff to ensure design milestones and cost estimates align with grant requirements and provide responses to funding agency questions as needed.

4.20.2. Deliverables:

4.20.2.1. Concept graphics and exhibits tailored for one funding application

4.20.2.2. Opinion of Probable Cost (summary format) suitable for submittal

4.20.2.3. Narrative descriptions of project scope, schedule, and benefits

4.20.2.4. Responses to grant-related technical questions

4.21. Phasing and Construction Staging (ENGINEER)

4.21.1. The ENGINEER will develop phasing and construction staging recommendations for Phase 3 of the Downtown Revitalization Project. Staging will balance three primary objectives:

4.21.1.1. Public Input: Incorporate feedback from business owners, stakeholders, and the community to minimize disruption and maintain access to businesses, parking, and pedestrian routes during construction.

4.21.1.2. Available Budget: Align construction phasing with the OWNER's funding capacity, identifying base scope work and potential additive alternates or deferred phases if needed.

4.21.1.3. Constructability and Safety: Ensure safe traffic control, pedestrian access, and utility sequencing throughout construction.

4.21.2. The ENGINEER will prepare graphics and written narratives to illustrate potential phasing strategies, review them with the Owner and advisory groups, and incorporate preferred approaches into the Basis of Design and subsequent plan sets.

4.21.3. Deliverables:

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4.21.3.1. Draft and final construction staging recommendations

4.21.3.2. Phasing exhibits for Owner and public review

4.21.3.3. Documentation of phasing considerations included in Basis of Design Report and PS&E

4.22. Construction Traffic Control (ENGINEER):

4.22.1. Provide traffic control, any detour/diversion plans, in accordance with MUTCD requirements.

4.23. Construction Specifications (ENGINEER/JUB/GGLO):

4.23.1. Develop contract specifications and special provisions in accordance with Owner of Sandpoint and ISPENGINEER formats. Specifications will only be provided with the 90% submittal.

4.24. Construction Cost Estimate (ENGINEER):

4.24.1. Provide ENGINEER's opinion of construction cost based on recent industry pricing and the ENGINEER's understanding of the bidding environment at 30% & 90%.

4.25. Quality Control & Revisions:

4.25.1. The compiled Preliminary Design will be reviewed in-house. This review will be performed with the ENGINEER's senior staff, as determined appropriate by the ENGINEER. Any necessary modifications to the Preliminary Design package will be made based on the ENGINEER's in-house review of the design package.

4.26. Preliminary Design Submittal/Review:

4.26.1. Submit copies of the Preliminary Design package to the OWNER for review at preliminary design It is assumed the OWNER's review time will take three (3) weeks.

4.26.2. The ENGINEER will attend the design review meetings with Owner staff to gather the OWNER's design review comments at each milestone. The ENGINEER will review, and address comments received during the review.

4.27. Deliverable(s):

4.27.1. February 6th, 2026- 30% Submittal: Plans and engineer's estimate.

4.27.2. March 27th, 2026- 90% Submittal Plans, special provisions, and engineer's estimate.

5. FINAL DESIGN

5.1. Final Design Plans:

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5.1.1. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall revise and finalize construction drawings.

5.2. Bid Strategy:

5.2.1. To provide the Owner with flexibility of award (awardability):

5.2.1.1. Include additive items (e.g., extended limits, upgraded finishes, extra furnishings).

5.2.1.2. Include deductive items (e.g., segment reductions, alternate materials, simplified details).

5.2.1.3. Package long-lead or price-volatile items to reduce supply risk (substitutions pre-approved where practical).

5.3. Prepare Bidding Documents:

5.3.1. Based on the above acceptance, direction, and authorization, prepare final Bidding Documents (special provisions & construction drawings) indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

5.4. Final Construction Cost Estimate:

5.4.1. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to the ENGINEER.

5.5. Final Design Submittal:

5.5.1. Submit one (1) final copy and one (1) electronic copy of the bidding Documents and revised opinion of probable construction cost to the OWNER.

5.6. Stormwater Pollution Prevention Plan (ENGINEER):

5.6.1. Prepare a stormwater pollution prevention plan in accordance with the most recent DEQ/EPA Construction General Permit. This includes a biological assessment for stormwater discharges to Sand Creek. Because no federal funds are anticipated to be used for construction, the BA will only be related to the federal nexus of the Construction General Permit (CGP) and construction stormwater. No federal funding is assumed for construction; however, if a federal nexus arises (grant, authorization, or permit), ENGINEER can provide optional services for cultural resources (Section 106/SHPO), ESA consultation, or additional federal environmental documentation, via amendment.

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5.7. Assumptions

5.7.1. Computer modeling of underground storm or sewer will not be completed.

5.7.2. The Idaho Construction General Permit does not require National Historic Properties screening or coordination/review by SHPO. Though buildings within Sandpoint Downtown are on the National Register of Historic Places, a cultural resources report is not included in this scope of work because no federal funds are proposed for the project.

5.8. Deliverable(s)

5.8.1. Final Construction Plans

5.8.2. Final Special Provisions

5.8.3. Final Engineer's Estimate of Probable Cost

5.8.4. Electronic copies of Plans, Special Provisions, and Estimate

5.8.5. Stormwater Pollution Prevention Plan

5.8.6. Deliverable by June 12th, 2026

6. GENERAL MANAGEMENT RESERVE BUDGET

6.1. The ENGINEER will provide on-call professional services on an hourly, as-needed basis to support the successful delivery of the Downtown Phase 3 project. These services are intended to address unanticipated needs, refinements, or supplemental tasks that arise outside the defined scope of work.

7. BID PHASE SERVICES

7.1. Bid Phase Services may be added via supplemental agreement.

8. CONSTRUCTION PHASE SERVICES

8.1. Construction Phase Services may be added via supplemental agreement.

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EXHIBIT B
FEE SCHEDULE

Payments to Engineer for Services:
Owner shall pay ENGINEER for the services identified herein the following combination Lump Sum and Hourly amounts for each phase:

North Project

Task	Description	TOTALS	Payment Type
1	Project Management	$ 70,300	Hourly
2	Outreach	$ 40,000	
3	BOD/Concept	$ 31,900	
4	Prelim Design - Road	$353,000	
4	Prelim Design - Water	$ 15,900	
5	Final Design - Road	$ 73,900	
5	Final Design - Water	$ 9,300	
6	General Reserve Fund	$ 30,000	
7	Biological Assessment	$ 3,500	
	Total	$627,800	

South Project

Task	Description	TOTALS	Payment Type
1	Project Management	$ 17,600	Hourly
3	BOD/Concept	$ 8,000	
4	Prelim Design (30%)	$ 88,300	
	Total	$113,900	

Grand Total (NTE)	$741,700

HOURLY

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any. The Engineer may allocate and shift hours among project tasks, work elements, or subtasks as deemed appropriate to best accomplish the intent of the Project.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this as Appendices 1 and 2.

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Monthly Progress Payments

Partial payments shall be made upon request of the ENGINEER to cover the percentage of work completed and are not to be more frequent than monthly.

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A26-3170-2 WELCH COMER - DOWNTOWN REV PH 3 ENGINEERING DESIGN SERVICES corrected

Final Audit Report 2025-11-19

Created:	2025-11-19
By:	Heather Faircloth (hfaircloth@sandpointidaho.gov)
Status:	Signed
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"A26-3170-2 WELCH COMER - DOWNTOWN REV PH 3 ENGINEERING DESIGN SERVICES corrected" History

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AGENDA REPORT

City Council Meeting

TODAY'S DATE: November 11, 2025

MEETING DATE: November 19, 2025

TO: MAYOR AND CITY COUNCIL

FROM: Rachel McKinley, Project Manager

SUBJECT: Project Update and Council Direction: Cedar Street Reconstruction, Lincoln Ave. to Division Ave.

BACKGROUND:

Staff provided an update on the Preliminary Design at 60% Engineering for the Cedar Street Reconstruction Project from Lincoln Avenue to Division Avenue at the Council Meeting on February 19, 2025. See attached Figure 1- Streetscape View of the Original Design at 60%.

During that meeting, Council expressed concern about two primary elements of the design concepts; the use of sharrows to accommodate bicyclists in the travel lanes and preservation of the large 43-inch diameter Silver Maple tree and surrounding small grove located at 1525 Cedar Street. A City Council Special Meeting/Workshop was held on March 12, 2025, where Council provided staff with design direction. See attached Figure 2 - Streetscape View of the Council's Design Direction

Following this meeting, the newly hired, Project Manager reviewed the past work completed and Council's Design Direction with the project's contracted Design Engineer Dan Tadic, PE with HMH Engineering.

DESCRIPTION:

Several factors were identified during the review which is now being brought to Council for clarification. Staff has outlined three design options for consideration prior to proceeding to the final design phase. *Note – Conceptual Figures provided are not to scale.*

Option #1: Multiuse Path on the Southside - Keeping existing Sidewalk (Council directive)

Scope: This option (Figure 2) would construct a 10ft wide asphalt multiuse path along the south side of Cedar Street where there was no existing sidewalk (Figure 3 – Design Overview Option #1), allowing the City to salvage approximately 700-linear feet of existing sidewalk.

Challenges: This design creates an inconsistent path widths and surface materials along the corridor, which may be confusing for bicyclists and pedestrians. As the path progresses west to east, the width and material would transition multiple times - from 10' asphalt to 5' concrete, back to 10' asphalt, and then to 6' concrete. These variations could unintentionally route bicyclists on and off the roadway at the narrower concrete segments.

Option #2: **Continual Multiuse Path on the Southside - Replacing existing sidewalk**

Scope: This design option (Figure 4 - Design Overview Option #2) is to construct a continuous10ft wide asphalt multiuse path along the south side of Cedar Street, replacing the

existing sidewalk. This provides a consistent and dedicated route for both pedestrians and bicyclists between Lincoln Avenue and Division Avenue.

Challenges: Note, the original 60% design did not include reconstruction of Cedar Street from N. Monroe Avenue to Division Avenue (adjacent to the Library) since the utilities and road & sidewalk were determined to be in good condition and reconstruction was unnecessary. This reduction in scope was also cost saving. Option #2 would require reconstruction of this portion of Cedar Street and narrowing the road at the Division Ave intersection reducing turning radius, increasing costs.

Overhead power lines present conflicts between N. Madison Avenue and Division Avenue, with nine poles located within the ROW (as shown in Figure 5 - Design Overview Option #2, zoomed in). Seven of these poles are located directly in the middle of the proposed the 10ft wide multiuse path (Figure 6 & 7 for an example and profile view of power poles in the center of a bike path) and two are located within the path limit at the south ROW boundary line (Figure 8 & 9 for example of the power poles in the sidewalk and in green way). Undergrounding the power lines and fiber may be cost prohibitive.

Both Option #1 & #2 assume asphalt for the multiuse path, which is more cost-effective than concrete and provides a clear contrast for bicycle routes. Concrete, while more durable, would significantly increase cost.

Option #3: Sidewalk on the Southside - Keeping existing Sidewalk (Original Design, City Standard)

Scope: This option reflects the original preliminary design at 60% engineering that was presented to Council in February 2025. This design includes 6ft concrete sidewalks along the south side of Cedar St with 12ft shared vehicle and bike lanes (with painted sharrows).

Challenge: Two power poles (noted above) located between 1605 and 1525 Cedar fall within the sidewalk limits at the south ROW boundary (Figure 10), requiring either design accommodation or relocation.

Cost Considerations: A full design cost comparison exercise was not included in the scope or budget and is not recommended given limited project funding and the additional design costs that would be required.

Both Option #1 & #2 will accrue an additional $30,000 (estimated) in engineering design costs and extend the design schedule due to redesign efforts. Option 3 would not require an additional $30,000 (estimated) in engineering design costs nor additional time for redesign efforts.

Next Steps:

After receiving City Council design direction, HMH Engineering will complete the Final Design Tasks.

STAFF RECOMMENDATION: N/A

ACTION:

Identified as an action item for any recommendations/changes requested, which may be voted on by Council.

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

ATTACHMENTS:

1. Figures for Project Update and Council Direction: Cedar Street Reconstruction, Lincoln Avenue to Division Avenue.

LINKS:

- City of Sandpoint | City Council Special Meeting | 03/12/2025 – Recording

- mccmeetings.blob.core.usgovcloudapi.net/sndpointid-pubu/MEET-Packet-ef1bbfb20c274acf8765166e8d2341c3.pdf – Meeting Packet
- City of Sandpoint | City Council Meeting | 02/19/2025 – Recording
- City of Sandpoint | City Council Meeting | 02/19/2025 - MEET-Packet-ef1bbfb20c274acf8765166e8d2341c3.pdf -Meeting Packet with Option #3 design plans
- Figure 9 - sourced from: https://www.news.com.au/national/nsw-act/news/new-waverley-council-cycle-path-leads-directly-into-pole/news-story/c7aef44368ea2f725b9c62e326533427

Figure 1 - Streetscape View of the Original Design at 75%

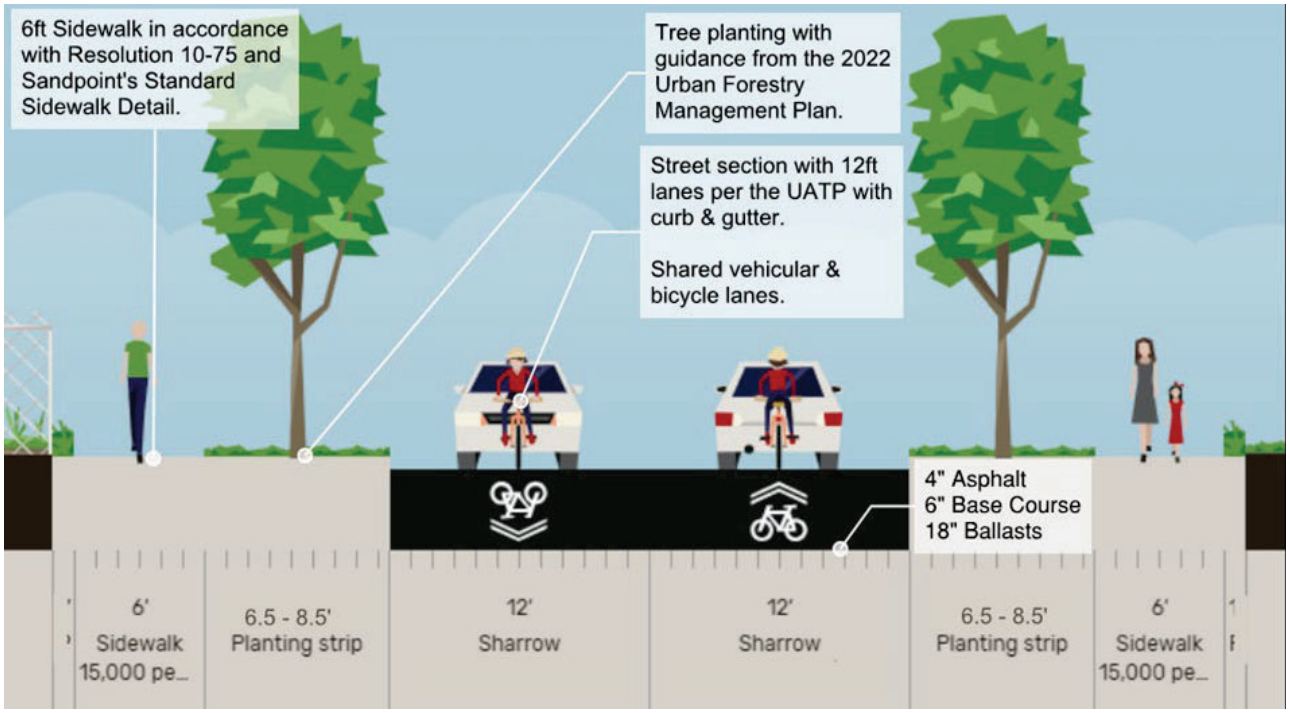


Figure 2 - Streetscape View of the Council's Design Direction

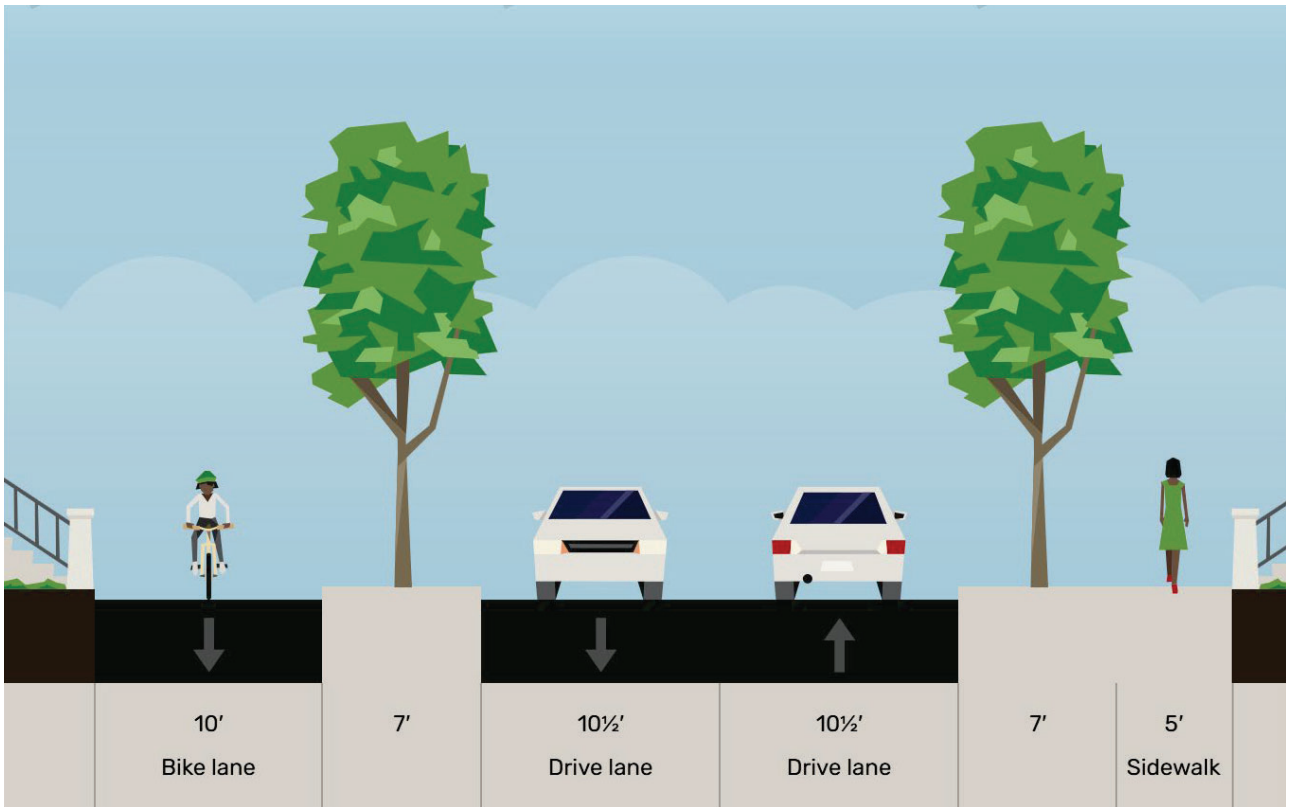


Figure 3

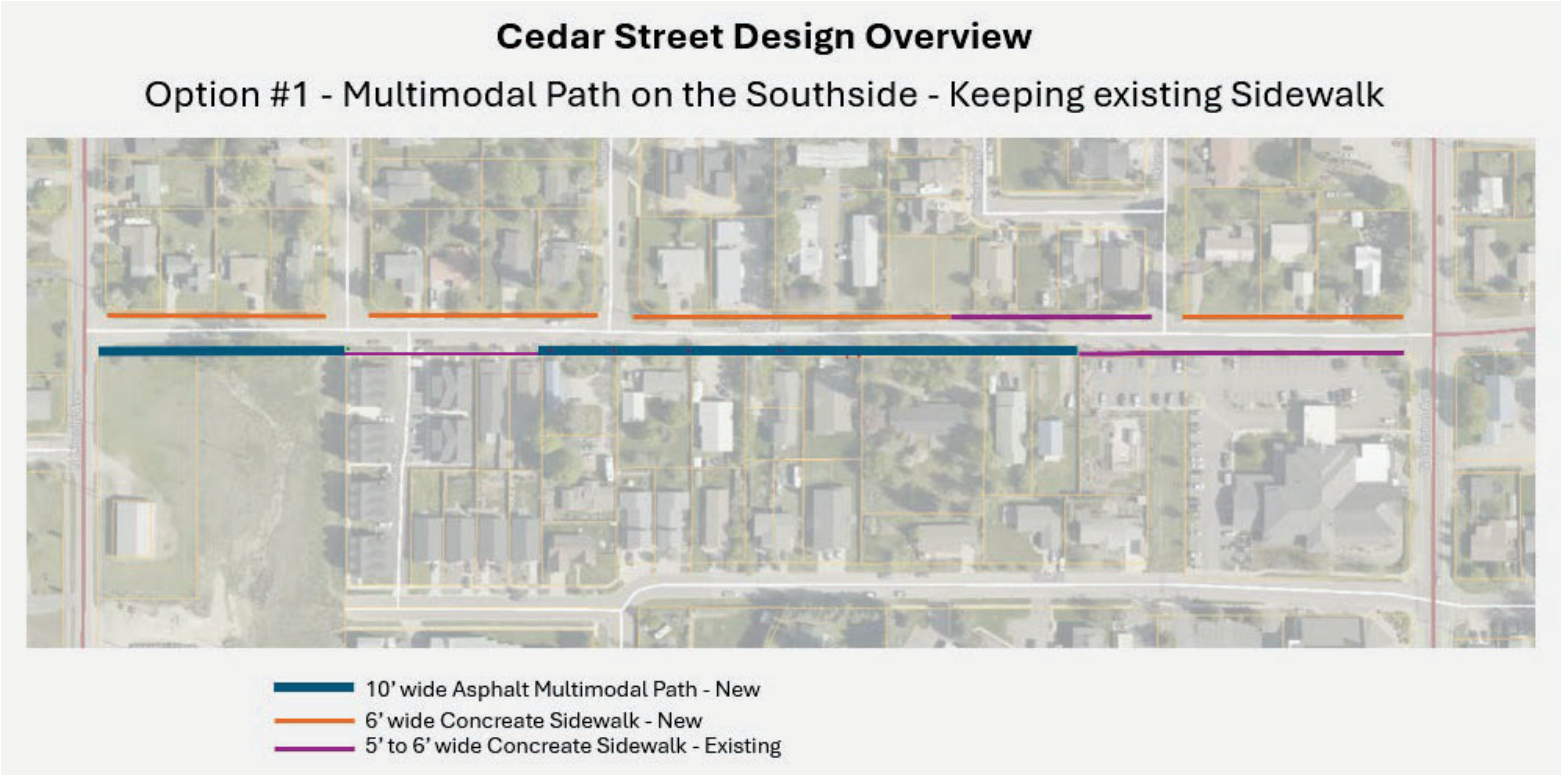

Cedar Street Design Overview
Option #1 - Multimodal Path on the Southside - Keeping existing Sidewalk
10' wide Asphalt Multimodal Path - New
6' wide Concreate Sidewalk - New
5' to 6' wide Concreate Sidewalk - Existing

Figure 4

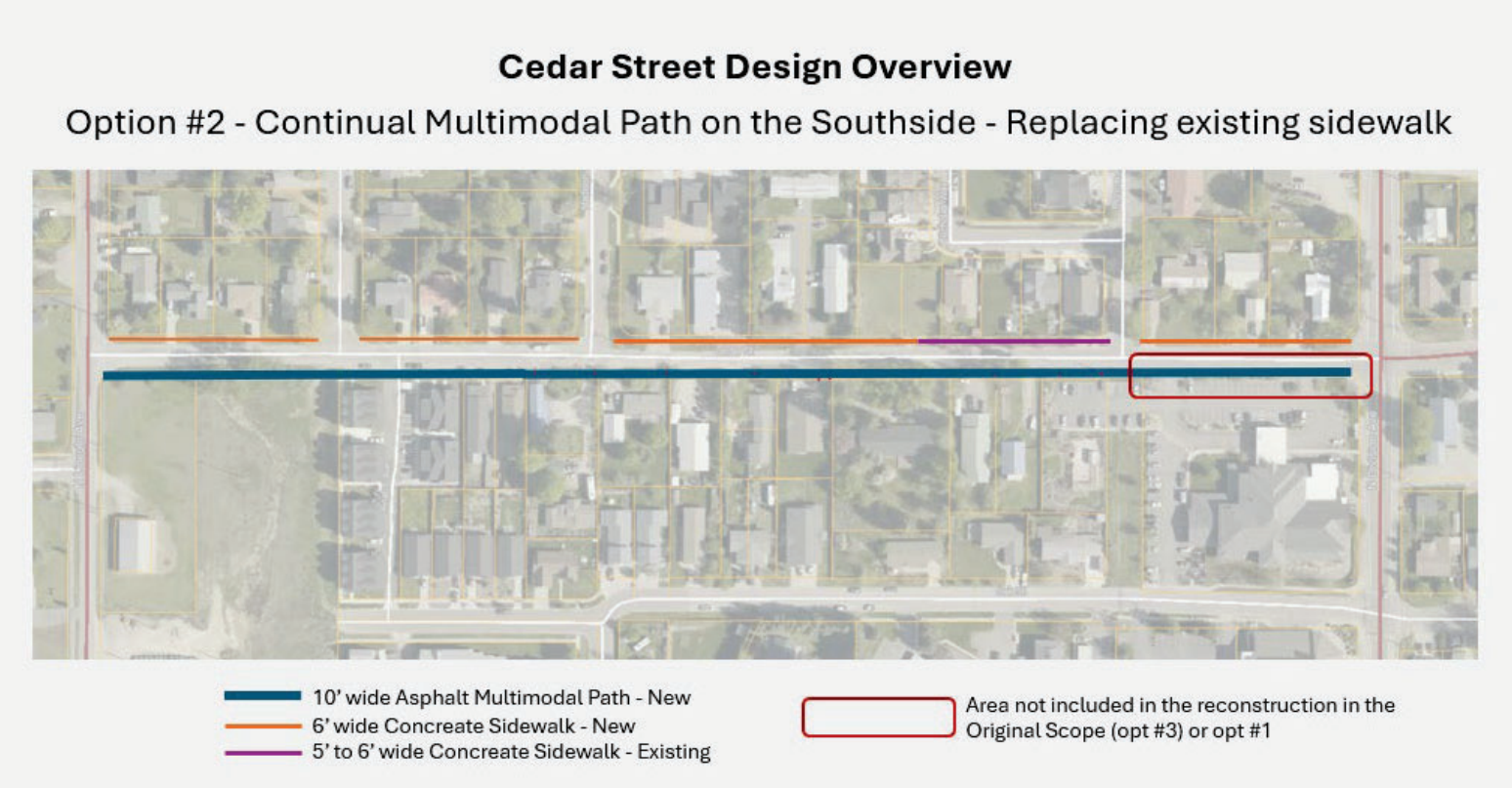

Cedar Street Design Overview
Option #2 - Continual Multimodal Path on the Southside - Replacing existing sidewalk
10' wide Asphalt Multimodal Path - New
6' wide Concreate Sidewalk - New
5' to 6' wide Concreate Sidewalk - Existing
Area not included in the reconstruction in the Original Scope (opt #3) or opt #1

Figure 5

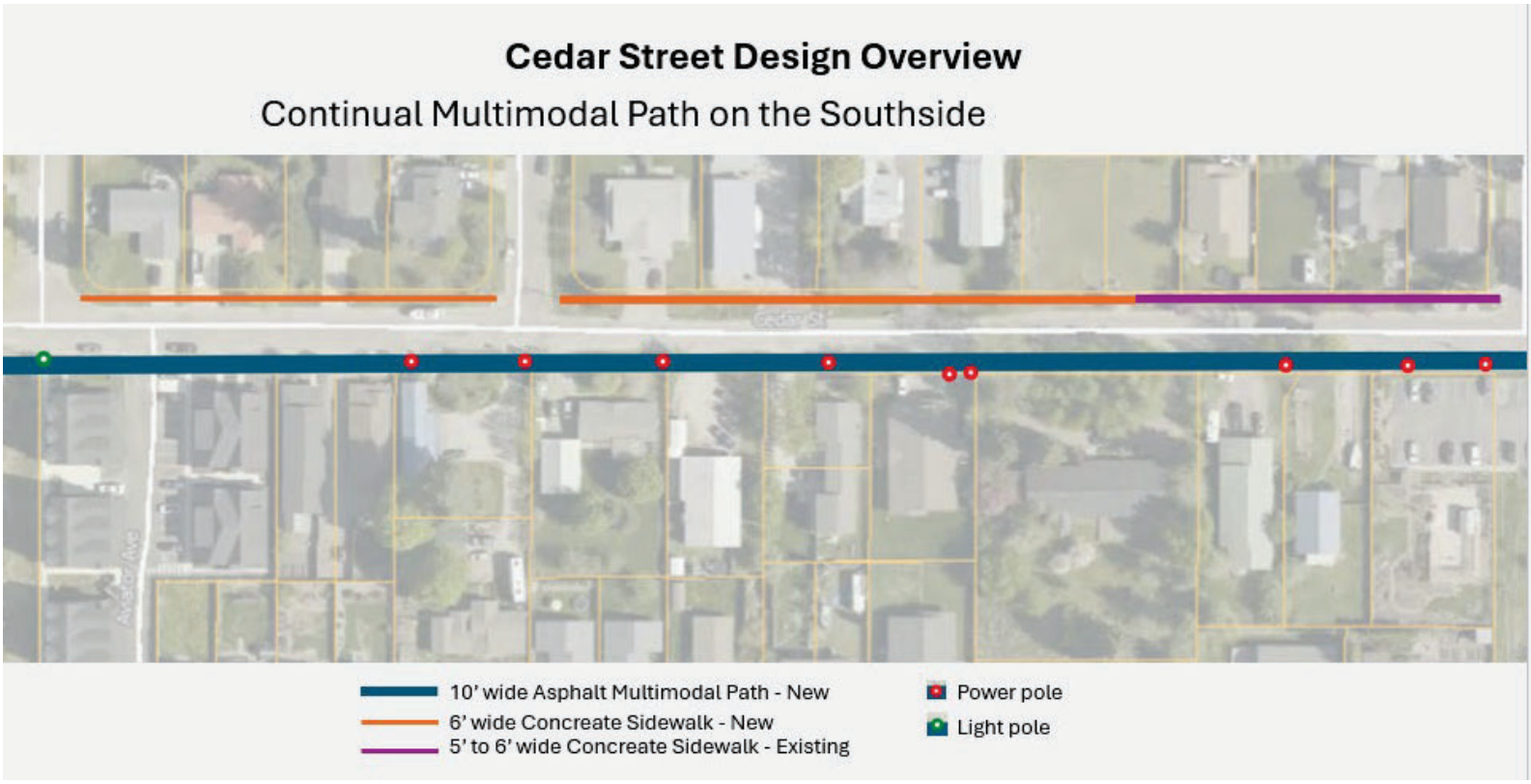

Cedar Street Design Overview
Continual Multimodal Path on the Southside
Cedar St
Avalon Ave
10' wide Asphalt Multimodal Path - New
6' wide Concreate Sidewalk - New
5' to 6' wide Concreate Sidewalk - Existing
Power pole
Light pole

Figure 6 – Example of pole at in center of the bike path on New Waverly, Australia

Figure 7 - Streetscape View with Pole in Path

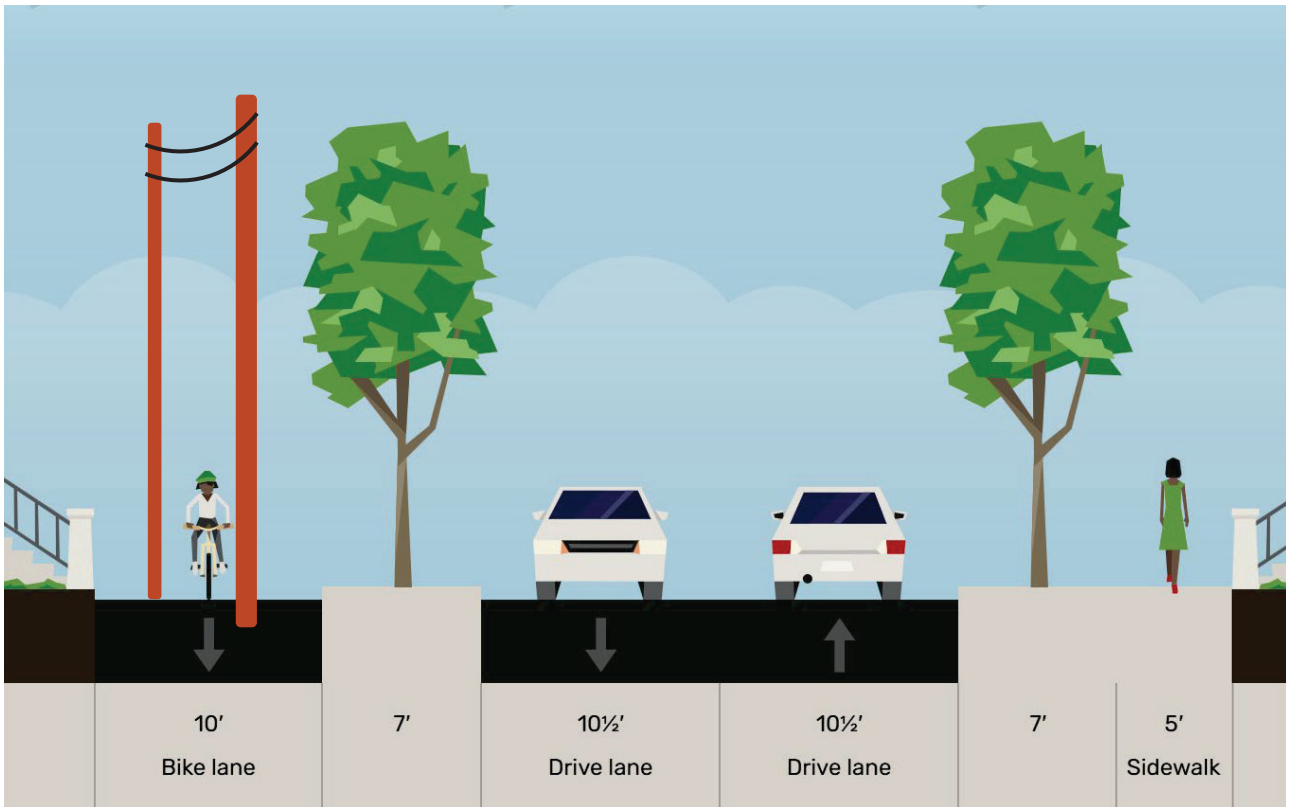
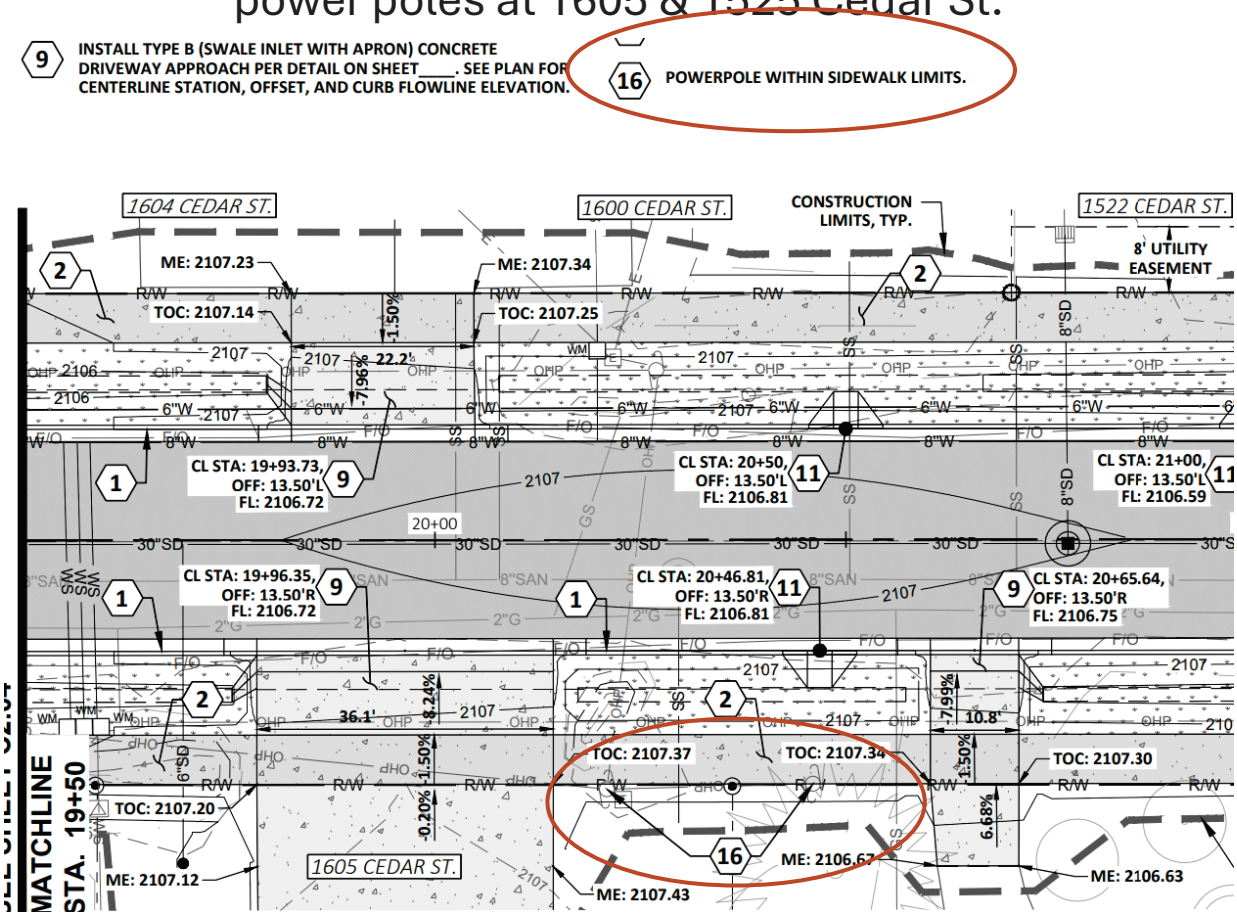


Figure 8 – Photos of power poles at The Library as an example of the power poles on the edge of the ROW in the sidewalk

Figure 9 – Light pole at 327 Cedar St in greenway

Figure 10 – Design Sheet noting location of power poles at 1605 & 1525 Cedar St.



SCANNED AND IMPORTED

Item # 7.

Received
By
NOV 17 2025
City of Sandpoint
Idaho

SANDPOINT CITY COUNCIL AGENDA REQUEST FORM

Today's date: 11/17/2025

Date of meeting 11/19/2025

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

Name of Citizen, Organization, Elected Official, or Department Head making request:
Deb Ruehle D. Ruehle

Address: _____

Phone number and email address: _____

Authorized by: Pam Duquette Pam Duquette councilor
name of City official *City official's signature*

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

*Subject: City Administrater discussion item

Summary of what is being requested: Please attach email to council from June 12th 2025 8:00am from the Mayor. Subject Mayors Office

The following information MUST be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? ☐ ☒ **Yes or No**

   If yes, in what way? _____

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action: — Have they been contacted? **Yes or No**

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

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

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

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

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

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

From: Jeremy Grimm
To: Council Members; Fonda Jovick; Zachary Jones; Sarah Lynds; Melissa Ward
Subject: Mayor's Office
Date: Thursday, June 12, 2025 8:00:11 AM

Council Members,

When I assumed office, I pledged to reconsider the City Administrator role and restore executive authority to Department Heads—while serving as a hands-on Mayor overseeing essential functions, including our Water and Sewer Utilities. For the past 18 months, I've treated this position as more than a ceremonial role, consistently dedicating three + days a week—or more—tackling everything from policy to utility management.

That commitment has come at a steep price. With the current $24k salary, I've reached a point where continuing at this level is no longer feasible. Supporting children through college means my family's financial future is at risk unless I reclaim more time for Whiskey Rock Planning and Consulting.

It's increasingly hard to reconcile my dedication to the job as Mayor with what I'm actually paid. To put it in perspective:

The City of Star pays its mayor $85,000—a position without a City Administrator, and like Sandpoint, fully accountability for all executive duties.(They also have no municipal water or sewer)

The City of Chubbuck compensates its mayor $67,178 for a similarly-structured, administrator-free management.

Frankly, I'm disappointed. I came into this knowing it would require sacrifice—but the reality of balancing public service with private-sector income and growing family responsibilities has proven more challenging than anticipated.

Seeing few alternatives, effective July 1, 2025, I will adjust to a part-time mayoral role aligned with the current salary level. This shift will help me refocus on professional obligations while still remaining accessible for key city initiatives. I expect to be available Wednesday at City hall and then as needed for emergency or related special meetings.

That said, I have great pride in the leadership and momentum we've cultivated together over the last year and a half. We have established strong and capable Department Directors.

If the Council chooses to sustain—rather than scale back—my level of engagement, I remain fully committed to that vision. However, it would require aligning compensation to something more representative of the scope and value of the work being done.

I present this not as an ultimatum, but as an invitation: within the next two months the council has the opportunity to pass an ordinance that would allow an adjustment to the mayor's salary with the new fiscal year. I'm not suggesting that you consider a 200% increase however I would ask you to consider a more realistic level of compensation for the position.

Thank you for your steady collaboration and for carefully considering this path forward.

Sincerely,
Jeremy Grimm
Mayor, City of Sandpoint

Sent from my iPhone. Please excuse typos.

Reasons a City Should Adopt a City Administrator System

1. Professional Expertise in Daily Operations
    - A City Administration is trained in public/government management, budgeting, and operations
    - This ensures that day to day decisions are made by someone with technical expertise rather than by elected officials who may or may not have administrative backgrounds or skills
    - Title 1 Chapter 15 of City Code. Performance Measurement Standards (see appendix)
    - Many cities in Idaho functions with a City Administrator: Ammon, Driggs, Ketchum, Orofino, Hayden, McCall, Bonners Ferry, CDA, Rathdrum, and Postfalls
    - A Mayor may or may not possess appropriate skills
    - A Mayor has no requirement to work a set number of hours for their salary.
    - Title 50 Chapter 6 of state code. 50-602, 50-603 and 50-607.

2. More efficient and Consistent Services
    - One person overseeing all departments and services: public works, utilities, police, parks and planning, operations more smoothly and better coordination
    - This reduces delays, duplication and miscommunication
    - One point of contact and one message
    - Full time – consistently present in the office
    - Accountability
3. Reduced political Influence on Operations
    - Elected leaders focus on policy and vision, while the administrator handles operations
        i. This separation leads to
            1. More stability
            2. Less turnover in department leadership
            3. Fewer political swings in how services are delivered
4. Improved Budget Management of approximately 40 million dollars
    - City Administrator specialize in
        i. Long term financial planning
        ii. Cost control
        iii. Grant management
        iv. Capital Improvement
    - This often results in better budgeting, more transparency and stronger financial health
5. Better long term planning and continuity
    - Mayors and council members are limited by term
    - City Administrators provide long term continuity
    - Keep long term projects moving forward and ensure consistent progress through election and leadership changes

Implementation of a new City Administrator

1. Identify timing for an **Interim City Administrator** (January 2026)
2. Have a well defined plan
3. Have open discussion

Identify needs: “WHY”

- Department needs
- Community needs
- Council needs
- Strategic plans
- Mayor needs

Define position

- Job description (see appendix)
- Strong checks and balances and reporting to Mayor and Council quarterly or as defined
- Requires appointment by council, can be removed by council.
- Required qualifications
- Organizational structure
- Workload

Budget

- Salary and benefits cost
- Training needs
- Impact on budgets

Update HR and City Policies

- Personal policies
- Organizational policies
- Salary
- City policies and ordinances

Begin Recruitment

Appendix:

Mayor letter to council June 12th 8:00 am

City Admin job descriptions

State code links

City Code link

Position Title:	**City Administrator**
Department:	**Executive**
Supervisor:	**Mayor**
Supervision Exercised:	**Employees of the City**
FLSA:	**Exempt**
Average Hours Per Week:	**40**
Position Type:	**Full-Time, Benefits Eligible**
Pay Grade Level:	**20**
Location:	**City Hall, 2135 South Ammon Rd.**
Last Updated:	**December 13, 2023**

General Purpose

In the City of Ammon, the Mayor is the Chief Executive Officer and the City Administrator, under the direction, supervision, and authority of the Mayor, is the Chief Operating Officer for the City. This position directs the administration of city government, providing leadership in the long and short term goals of the city. The City Administrator typically makes recommendations to the Mayor and City Council for action, based on policy analysis and research. The City Administrator is appointed by the City Council and reports directly to the Mayor. The City Administrator is an at-will employee and serves at the pleasure of the Mayor and City Council.

Supervision Received

- Works under the general direction of the Mayor. Reports directly to the Mayor.

Supervision Exercised

- Supervises all department heads and other city employees as necessary.

Essential Duties and Responsibilities (Illustrative Only)

- Under the direction and supervision of the Mayor, the City Administrator manages, coordinates, formulates, and monitors internal operating policies that facilitate achieving efficient and fair delivery of services for the City of Ammon.
- Directs hiring and termination processes and oversees all human resource functions
- Directs various city departments and assists department heads in managing their respective departments to efficiently and equitably deliver services
- Provides primary contact for the news media for the City, the Mayor, and the City Council
- Attends City Council meetings and directs staff preparation and recommendations for the Mayor and City Council
- Provides daily contact, as needed, with citizens, Department Heads, the business community,

neighborhood organizations, state and local entities, vendors, consultants, and any other entity

- Facilitates highly sensitive situations requiring skill in gaining the trust and confidence of others and building relationships
- Skilled in conflict resolution as well as contract interpretation.
- Interacts and strengthens relationships with management professionals of other agencies and jurisdictions
- Stays current on trends and new developments in the field of city management
- Provides primary staff assistance to the Ammon Urban Renewal Agency and reports back to the Mayor and City Council on their activities

Peripheral Duties

- May serve as a member on various committees and boards
- Performs other duties as assigned, consistent with this job description

Knowledge, Skills & Abilities

- The City Administrator must have a working knowledge of the functions and processes of City government, preferably having prior experience as a City Administrator or an Assistant City Administrator.
- Must be able to manage, coordinate and direct activities of the various departments in the City of Ammon.
- Must have a thorough knowledge of municipal, state and federal laws as well as understanding municipal organization structures and issues.
- Must have the ability to establish and maintain effective working relationships with coworkers, other agencies and the public.
- Must have the mental and physical ability to endure a demanding, high stress position.

Minimum Acceptable Experience and Training

- A master's degree, or other post-graduate degree, from an accredited university in public administration, business management or a related field.
- 8-10 years city or county governmental managerial experience is preferred including responsibilities for operations, budgeting and managing personnel. This person must have a working knowledge of government finance and must also possess high level communication skills.
- Must possess or be able to maintain an Idaho State driver's license.

CITY OF Ammon
WHERE TOMORROW BEGINS

Tools, Equipment, and Information Technology (IT) Required for the Position

- Desktop or Laptop computer with docking station, if preferred
- Cell Phone
- Adobe software as needed
- Caselle license and access
- Any other software or hardware as may be required from time to time.

Work Environment

Position performs in a typical office setting with appropriate climate controls. Tasks require a variety of physical activities, generally involving minor muscular strain, such as walking, standing, stooping, sitting, and reaching. Talking, hearing and seeing are necessary to perform essential functions. Rapid work speed required to perform keyboard operations. Common eye, hand, finger, dexterity required. Mental application utilizes memory for details, verbal instructions, emotional stability, critical thinking and some creative problem solving.

Travel Requirements

- The employee must possess and maintain a valid Idaho driver's license and proof of valid insurance.
- Some local travel required.

Disclaimer

Must perform the essential duties and responsibilities with or without reasonable accommodation efficiently and accurately without causing a significant safety threat to self or others. The above statements are intended to describe the general nature and level of work being assigned to this position. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of individuals in the job. This job description is not an employment agreement and/or an expressed or implied employment contract. Management has the exclusive right to alter this job description at any time without notice.

Acknowledgement

I have reviewed and agree this Job Description accurately reflects the current responsibilities of my position. I also acknowledge this Job Description will be placed in my Personnel File.

Employee: _____ Date: _____

Supervisor: _____ Date: _____

The City of Ammon is an Equal Opportunity Employer.

City Administrator

Department: Administration **Reports to: Mayor & City Council** **Pay Grade: 21**
Date Established: 1/2017 **Date Revised:** **FLSA Status: Exempt**

Classification Summary

The primary function of an employee in this class is to provide leadership, policy guidance to department heads and carry out the vision, strategic plan and goals of the Mayor and City Council. The City Administrator assists elected officials in establishing policy and long-term goals; ensures the financial security of tax dollars and monitors the overall fiscal activity of the city; directs operations through department heads; serves as ex-officio member of city boards and commissions; motivates and leads a management team and encourages a team structure within departments; builds strong community relationships and develops relationships with state and federal officials; supervises collective bargaining activities; and ensures the city's work environment is responsive, respectful, value-based, and innovative; and ensures employees are held accountable for quality services. The City Administrator serves at the pleasure of the Mayor and City Council. Work is performed independently with extensive latitude to exercise independent judgment within the framework of existing policies, laws, ordinances and department procedures. The principal duties of the position are performed in a general office environment.

Examples of Work *(Illustrative Only)*

Essential Duties and Responsibilities

- Acts as the agent of the Mayor and the City Council;
- Develops, with the advice of the Mayor and consent of the Council, necessary administrative processes that insure the policies and ordinances of the Council are fully carried out;
- Assures that the laws of the state pertaining to the city, all provisions of city law and ordinances, and all city policies are duly enforced, and that all franchises, permits, and privileges granted by the city are faithfully observed;
- Attends all meetings of the City Council unless excused therefrom by the City Council;
- Coordinates the functions, duties, and activities of the various departments, divisions, and services of the city government and makes recommendations to the Mayor and City Council for the development of administrative procedures needed to efficiently and economically coordinate their functions and operations;
- Provides recommendations for employee placement within the city employee salary schedule to the Mayor and City Council;
- Causes to be prepared and submitted to him or her by each department, division, or service of the city government regular progress reports and other such reports that he or she may deem necessary for submission to the Mayor and City Council with his or her recommendations;

- Endeavors to adjust all complaints filed against any employee, department, division, or service thereof, and to cooperate with all community organizations whose aim and purpose is to advance the best interests of the city and its people;
- Assists the Mayor by managing the day-to-day operations and internal and external affairs of the city;
- Develops policies, procedures and processes as needed to implement the decisions of the Mayor and City Council;
- Performs and directs research on issues, policies and political developments; advises and apprises the Mayor and Council to keep them effectively informed;
- Recommends executive, administrative and legislative actions to the Mayor and Council;
- Coordinates the preparation and administration of the city's budget; in conjunction with the Finance Director/City Treasurer, submits detail of past and current revenues and expenditures, develops financial projections, and evaluates and recommends budgetary modifications; monitors overall fiscal activity of the city continuously;
- Serves as ex-officio member of city boards and commissions; proposes policy recommendations and other expert testimony to federal or state officials;
- Represents the city as directed by the Mayor and Council; participates in intergovernmental consortiums to establish mutual relationships and programs; facilitates and participates in interagency, intergovernmental and private enterprise programs and projects as needed;
- Supervises negotiations with recognized collective bargaining groups to establish contracts and performance expectations;
- Exercises general supervision over public property under the jurisdiction of the city;
- Establishes a climate of high quality public services that are responsive, respectful, value-based, and innovative;
- Meets with department heads to discuss issues and objectives, to determine strategies and approaches, and to brief on current activities and challenges;
- Facilitates and participates in interagency, intergovernmental and private enterprise programs and projects as needed;
- Provides the vision and leadership for implementation of new programs or enhancements to existing programs, and in operational analysis and recommendations for organizational structure;
- Provides leadership in the advancement and promotion of an organization that effectively supports and meets the needs of the customer, both internally and externally;
- Serves as chair for the Executive Administrative Team to establish goals and direction of the city;
- Oversees the hiring authority of department heads in conjunction with human resources staff; may advise on issues or complaints involving employment matters and negotiates to achieve mutually agreeable solutions;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.
- Works with department heads establishing goals, objectives and performance targets; preparing and administering reviews of individual and department performance;

Other Duties and Responsibilities

- Carries out such other duties and functions as assigned by the Mayor and City Council;
- Performs other related duties as required.

Knowledge, Skills and Abilities

Knowledge of:

- Municipal government operations relating to staffing, budget and program execution;
- Political processes at all levels of government;
- Federal, state and local laws impacting local government operations;
- Various revenue sources available to local governments including state and federal sources;
- Budgeting and fiscal oversight;
- Effective leadership methods and supervisory skills;
- Collective bargaining processes, theory, and procedures;
- Facilitation and partnership building;
- The operation of personal computer and various software applications for word processing, spreadsheets, etc.;
- English grammar and punctuation.

Ability to:

- Plan, implement and oversee programs of departmental operations and activities;
- Lead and work in a team environment under extremely stressful situations;
- Inspire confidence in citizens, staff and the Mayor and City Council to achieve the City's goals and objectives;
- Balance conflicting political goals and direction with an outcome of positive achievements for the organization;
- Analyze a variety of financial problems and make recommendations;
- Coordinate a variety of intra-governmental administrative matters;
- Interpret laws, ordinances and regulations common to municipal operations;
- Prepare and present accurate and reliable reports containing findings and recommendations;
- Quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks;
- Operate a personal computer using program applications appropriate to assigned duties;
- Communicate effectively and establish and maintain working relationships with other employees, the public, elected officials, community leaders, and other interested parties.

Acceptable Experience and Training

- Masters of Public Administration or Masters of Business Administration from an accredited institution of higher education; and
- Five (5) years experience in organizational management or related experience; or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Physical Demands & Work Environment:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of a job, on a case-by-case basis.

While performing the duties of this classification, the employee is frequently required to stand, walk, sit, stoop, kneel, bend, and reach with hands and arms. The employee must frequently lift and/or move up to 25 pounds in a general office environment. Specific vision abilities required by this classification include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to communicate effectively in person and by telephone. While performing the duties of this classification, the employee works in a public building setting where the noise level in the work environment is usually moderate.

CITY ADMINISTRATOR

POSITION DETAILS		
Position Title:	City Administrator	
FLSA Classification:	Exempt	
Salary Grade:	20	
Reports To:	The Mayor	
Cell Phone Stipend:	☒ Eligible	☐ Ineligible
Supervisory Functions:	☒ Full-Time Employees ☒ Part-Time Employees ☒ Temporary Employees	☒ Seasonal Employees ☒ Volunteers ☐ No Supervisory Functions

BASIC FUNCTION

Under the direction of the Mayor, the City Administrator is responsible for the administration of the City Government; ensures implementation of established goals and objectives; supervises and evaluates the performance of assigned personnel.

ESSENTIAL FUNCTIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

- Plan, organize, coordinate, and administer the functions and activities of all City officers and departments in carrying out the requirements of City ordinances and the policies of the City Council.
- Regularly communicate with the Mayor concerning the status of all assignments, duties, projects, and functions of the various City offices, departments, boards, and commissions.
- Implement goals and objectives established by the City Council and ensure compliance with established City policies and procedures.
- Manage the preparation and publication of all Council and Committee agendas and attend all such meetings unless excused.
- Develop and prepare the annual preliminary budget with the finance director; analyze and review budgetary and financial data; control and authorize expenditures following established limitations.
- Serve as the chief public information officer of the City and receive and respond to public inquiries and complaints; explain and interpret City goals, objectives, policies, and

CITY ADMINISTRATOR

procedures as appropriate; review correspondence and respond to or delegate responses to other personnel.

- Supervise and evaluate the performance of assigned staff; recommend or authorize transfers, reassignment, termination, and disciplinary actions; plan, coordinate, and arrange for appropriate training of subordinates.
- Prepare documents including letters, proclamations, contracts, and agreements with the assistance of the City Attorney.
- Attend, conduct, and schedule meetings related to City operations and activities; review goals and delegate responsibilities.
- Communicate with the Mayor, City Council, City departments, community leaders, boards, commissions, and outside agencies to resolve problems, coordinate activities, exchange information, and provide expertise.
- Direct the preparation and maintenance of narrative and statistical reports, records, and files related to City departments, personnel, operations, and activities.
- Participate in special projects with the other City departments.
- Perform related duties as assigned.

REQUIRED EDUCATION AND EXPERIENCE

- Graduation from high school or GED
- Bachelor's degree in public administration, business, economics or related field.
- Prefer master's degree in public administration or related field.
- Five (5) years local government management experience.

REQUIRED LICENSES AND CERTIFICATIONS

Valid Driver's License

COMPETENCIES

Knowledge Of:

- Idaho Code regulating municipalities.
- City Codes, and applicable City, State, and federal regulations, laws, policies and procedures.
- City organization, operations, policies and objectives.
- Public relations concepts and practices.
- Budget preparation and control.
- Modern office practices, procedures, and equipment.
- Oral and written communication skills.

CITY ADMINISTRATOR

- Principles and practices of administration, supervision and training.
- Interpersonal skills using tact, patience, and courtesy.
- Correct English usage, grammar, spelling, punctuation, and vocabulary.
- Microsoft Suite.

Ability to:

- Supervise, coordinate, and assist in the operations and activities of City departments.
- Work well under pressure; meeting multiple and sometimes competing deadlines.
- Maintain composure in a variety of settings while managing customer requests.
- Demonstrate cooperative behavior with colleagues, supervisors, and members of the public.
- Communicate effectively both orally and in writing.
- Read, interpret, apply, and explain rules, regulations, policies, and procedures.
- Establish and maintain cooperative and effective working relationships with others.
- Analyze situations accurately and adopt an effective course of action.
- Meet schedules and legal timelines.
- Work independently with little direction.
- Plan and organize work.
- Direct the maintenance of a variety of reports and files related to assigned activities.
- Supervise and evaluate the performance of assigned staff.

WORK ENVIRONMENT

- Office setting.

WORKING CONDITIONS

- Hearing and speaking to exchange information and make presentations.
- Seeing to monitor City activities and operations.

TRAVEL

Conferences and professional development opportunities.

OTHER DUTIES

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

CITY ADMINISTRATOR

AFFIRMATIVE ACTION/EEO STATEMENT

The City has an equal employment opportunity policy. The City will not discriminate against an applicant for employment, which includes discrimination on the basis of race, color, gender, religion, sex (including pregnancy), national origin, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity.

CITY ADMINISTRATOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under policy direction, plans, organizes, coordinates and controls Citywide activities of departments; performs special studies; prepares reports and recommendations; prepares the annual budget; and performs related work as required.

ORGANIZATIONAL RELATIONSHIPS

The City Administrator works under the general direction in conducting the centralized management functions of the City and in implementing the legislative policies formulated by the Mayor and Council.

REPRESENTATIVE DUTIES

The following duties are typical for positions in this classification. Any single position may not perform all of these duties and/or may perform similar related duties not listed here:

1. Provides courteous and expeditious customer service to the general public and City department staffs.
2. Under the direction of the Mayor and Council, assume full management responsibility for all City operations including administrative services, development services, facilities management, finance, fire, human resources, public services, parks and recreation services and programs; recommend and administer policies and procedures.
3. Direct the development and implementation of the City's goals, objectives, policies and priorities.
4. Establish, within City policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
5. Plan, direct and coordinate, through department heads, the work plan for the City; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with management staff to identify and resolve problems.
6. Assess and monitor workload, administrative support systems and internal reporting relationships; identify opportunities for improvement.
7. Explain, justify and defend City programs, policies and activities; negotiate and resolve sensitive and controversial issues.
8. Represent the City to all departments and outside agencies; coordinate City activities with those of other cities, counties, outside agencies and organizations in accordance with Council policies.
9. Provide staff assistance to the City Council; prepare and present staff reports and other necessary

correspondence; prepare recommendations and advise the Council on matters requiring legislative action.
10. Plans, organizes and controls City-wide functions and operations; serves as chief administrative officer for the City of Burley; attends all meetings of the Mayor and City Council.
11. Conducts special administrative studies, investigations and surveys to determine the effectiveness of administrative practices; analyzes contracts, leases, reports, purchase bids and other matters requiring comprehensive analysis in preparation for final action; makes recommendations concerning departmental operations and expenditures; maintains a program of continuous research into administrative practices and recommends changes which would improve the efficiency and economy of City operations.
12. Supervises the preparation of the annual budget; attends meetings to determine basic policy as a guide to the general conduct of City business and the handling of administrative matters; and performs such other related work as may be ordered by the Mayor, City Council or as set forth in the City Administrator's Ordinance.
13. Routinely adheres to and maintains a positive attitude towards City goals.
14. Performs related work as required.

GENERAL QUALIFICATIONS

Knowledge of:

Municipal management theory and practice;
Principles and practices of administrative management, and analysis and staff agency operations;
Principles of supervision and training;
Advanced municipal organization, functions, operations and problems of municipal governments;
Methods of organizing large-scale administrative work;
Municipal budgeting, accounting and purchasing;
Advanced public relations techniques.

Ability to:

Manage and direct the operations, services and activities of a major municipality;
Plan, organize and direct the work of lower level staff;
Select, supervise, train and evaluate staff;
Delegate authority and responsibility;
Identify and respond to community and City Council issues, concerns and needs;
Develop and administer Citywide goals, objectives and procedures;
Prepare clear and concise administrative and financial reports;
Plan and administer a balanced budget;
Present data and information in an effective and persuasive manner;
Organize and interpret data and information and draw sound conclusions;
Analyze and summarize data on a variety of technical and administrative matters;
Represent the City in a favorable manner with tact and diplomacy;
Understand and implement municipal plans and policies;

Analyze problems, identify alternative solutions, project consequences of proposed actions and
implement recommendations in support of goals;
Research, analyze and evaluate new service delivery methods and techniques;
Interpret and apply federal, state and local policies, laws and regulations;
Establish and maintain effective relationships with those contacted in the course of work.

Minimum Qualifications

Bachelor's Degree in public or business administration, political science, personnel administration or a closely related field; and five years of executive-level, administrative experience with a governmental agency to include three years with a municipality at the level of Assistant Administrator or higher. A Master's Degree in Public Administration is desirable.

CITY OF HAYDEN
JOB DESCRIPTION

CITY ADMINISTRATOR
Administration

POSITION SUMMARY

This position reports to Mayor and Council and has primary responsibility for providing leadership and policy guidance to department heads and ensuring that vision, strategic plan and goals of the Mayor and City Council are implemented and met. This individual performs the professional and administrative processes necessary to achieve the efficient and economic operation of the City; ensure the financial security of tax dollars by monitoring the overall fiscal activity of the city; and assist elected officials in establishing policy and long-term goals. The City Administrator is also responsible for ensuring that the City's work environment is responsive, respectful, value-based, and innovative and that employees are held accountable for quality services.

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES ***(illustrative only)***

This list includes, but is not limited to the following:

Ensures the effective and efficient operation of the City and contributes to meeting strategic goals by:

- Developing, motivating, directing, and evaluating a management team and its individual members in carrying out the direction and goals of the Mayor and City Council.
- Providing leadership and policy guidance for department heads and encouraging a team structure within departments.
- Meeting with department heads to discuss issues and objectives, to determine strategies and approaches, and to brief on current activities and challenges.
- Serving under the Mayor manages the day-to-day operations and internal affairs of the City.
- Developing policies, procedures and processes as needed to implement the decisions of the Mayor and City Council.
- Performing and directing research on issues, policies and political developments.
- Advising and apprising the Mayor and Council of new developments, issues and concerns to keep them effectively informed.
- Recommending executive, administrative and legislative actions to the Mayor and Council.
- Coordinating the preparation and administration of the City's budget in conjunction with the Finance Director/City Treasurer, including details of past and current revenues and expenditures.
- Developing financial projections, evaluating and recommending budgetary modifications, and continuously monitoring overall fiscal activity of the City.
- Exercising general supervision over public property under the jurisdiction of the City.
- Providing vision and leadership for implementation of new programs, enhancements to existing programs, and operational analysis and recommendations for organizational structure.

Ensures quality in city services and effective communication with the community and public by:

- Representing the City as directed by the Mayor and Council and performing various public relations duties.
- Participating in intergovernmental consortiums to establish mutual relationships and programs.
- Facilitating and participating in interagency, intergovernmental and private enterprise programs and projects as needed.
- Establishing a climate of high quality public services that are responsive, respectful, value- based, and innovative.
- Building strong community relationships and developing positive relationships with state and federal officials.

Participates in maintaining high quality standards within organization by:

- Participating in a team effort to increase efficiency and quality of services provided by the department and build a positive public image.
- Communicating and coordinating regularly with appropriate individuals to maximize effectiveness and efficiency of interdepartmental operations and activities.
- Developing and maintaining positive working relationships with supervisor, co-workers, and the general public.
- Performing all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

MARGINAL JOB DUTIES AND RESPONSIBILITIES

Contributes to the success of the organization by:

- Researching and providing information as required
- Participating in and managing other projects and performing other duties as assigned by the Mayor and Council.

REQUIRED QUALIFICATIONS

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge, Skills and Abilities

Knowledge of:

- Budgeting and fiscal oversight
- Various revenue sources available to local governments including state and federal sources.
- Applicable federal and state laws and regulations as well as local policies, regulations and codes governing city government.
- Customer service principles and procedures.
- Supervisory, evaluation, and employee training methods and effective leadership techniques.
- Principles and methodology of project management.
- Time and resource management.
- Municipal government operations relating to staffing, budget and program execution.
- Political processes at all levels of government.
- Facilitation and partnership building.
- Operation of a personal computer and job-related software applications;

Ability to:

- Supervise, lead, direct and evaluate the activities of City Departments and Divisions to ensure achievement of City goals and objectives.
- Establish and maintain effective working relationships with elected officials, state agencies, local governments, contractors, co-workers, and the public under sometimes stressful conditions.
- Operate standard office equipment including a personal computer using program applications appropriate to assigned duties.
- Communicate effectively both orally and in writing.
- Interpret and apply complex laws, regulations, standards and policies.
- Analyze a variety of financial problems and make recommendations.
- Analyze and appropriately solve problems and resolve conflicts.
- Develop concepts and make recommendations.
- Plan, organize, direct and supervise the work of subordinates.
- Motivate, develop, train, and evaluate subordinates.
- Proficiently use Microsoft Word, Excel, PowerPoint, and other basic office computer software applications.
- Plan, organize and administer local government and local government programs and oversee programs of departmental operations and activities.
- Lead and work in a team environment under extremely stressful situations;
- Inspire confidence in citizens, staff and the Mayor and City Council to achieve the City's goals and objectives.
- Balance conflicting political goals and direction with an outcome of positive achievements for the organization.
- Coordinate a variety of intra-governmental administrative matters.
- Prepare and present accurate and reliable reports containing findings and recommendations.
- Learn and quickly apply new skills and knowledge brought about by rapidly changing information and/or technology.
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines.
- Demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks.
- Operate a personal computer using program applications appropriate to assigned duties.
- Establish and maintain working relationships with other employees, the public, elected officials, community leaders, and other interested parties.

Education and Experience

- Master's degree in public administration, political science, business management, or a related field from an accredited higher education institution;
- Five (5) years of progressively responsible experience in municipal management; and
- Minimum of two (2) years in a supervisory position; or
- Any equivalent combination of education, experience and training which provides the knowledge and abilities necessary to perform the work.

Physical Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and use fingers and hands to keyboard or type, handle materials, and operate standard office equipment. The employee is frequently required to reach with hands and/or arms and occasionally required to climb stairs, stand, and walk as well as climb or balance, stoop and kneel, or crouch. The employee may occasionally lift and/or move up to 25 pounds and operate a motor vehicle. Sufficient visual acuity and hearing capacity or other communication capabilities to perform the essential functions, communicate clearly in person and on the telephone, and interact with the public is required.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in an office setting where the noise level in the work environment is usually moderate. The employee may occasionally be required to drive to meetings or other locations.

Signature of Employee::_____ Date:_____

Signature of Supervisor:_____ Date:_____

Signature of Human Resources Director:_____ Date:_____

CITY OF POST FALLS
CLASS SPECIFICATION

CITY ADMINISTRATOR

FLSA Designation: Exempt Updated: 11/18/2020

General Statement of Duties
Performs professional administrative and managerial duties related to planning, directing, organizing, coordinating and controlling the administrative processes necessary to carry out the efficient and economic operation of the City and the policies and goals of the Mayor and City Council; performs related work as required

Classification Summary
The primary function of an employee in this class is to provide executive leadership, policy guidance to department heads and carry out the vision, mission and goals of the Mayor and City Council. The City Administrator assists elected officials in establishing policy and long-term goals; ensures the financial security of all city funds (including tax dollars) and monitors the overall fiscal activity of the city; directs operations through department heads; motivates and leads a management team and encourages a team structure within departments; builds strong community relationships and develops relationships with state and federal officials; ensures the City's work environment is responsive, respectful, value-based, and innovative; and ensures employees are held accountable for quality services. The City Administrator serves at the pleasure of the Mayor and City Council. The City Administrator directly supervises all department heads, and administrative support staff. Work is performed independently with extensive latitude to exercise independent judgment within the framework of existing policies, laws, ordinances and department procedures. The principal duties of the position are performed in a general office environment.

Examples of Work (Illustrative Only)
Essential Duties and Responsibilities

- Assists the Mayor by managing the day-to-day operations and internal affairs of the City;
- Provides highly responsible and complex policy advice to the Mayor and City Council;
- Develops policies, procedures and processes as needed to implement the decisions of the Mayor and City Council;
- Performs and directs research on issues, policies and political developments; advises and apprises the Mayor and Council to keep them effectively informed;
- Recommends executive, administrative and legislative actions to the Mayor and Council;

- Directs economic development initiative to achieve goals and objectives of the Mayor & Council;
- Coordinates the preparation and administration of the City's budget; in conjunction with the Finance Director/City Treasurer, submits detail of past and current revenues and expenditures, develops financial projections, and evaluates and recommends budgetary modifications; monitors overall fiscal activity of the City continuously;
- Research, analyze and make recommendations for cost effective improvements in City operations;
- Develops, directs, and evaluates the management team and its individual members in carrying out the direction and goals of the Mayor and City Council;
- Responsible for the full range of supervisory activities;
- Represents the City as directed by the Mayor and Council; participates in intergovernmental consortiums to establish mutual relationships and programs; facilitates and participates in interagency, intergovernmental and private enterprise programs and projects as needed;
-
- Establishes a climate of high-quality public services that are responsive, respectful, value-based, and innovative;
- Meets with department heads to discuss issues and objectives, to determine strategies and approaches, and to brief on current activities and challenges;
- Facilitates and participates in interagency, intergovernmental and private enterprise programs and projects as needed;
- Provides the vision and leadership for implementation of new programs or enhancements to existing programs, and in operational analysis and recommendations for organizational structure;
- Provides leadership in the advancement and promotion of an organization that effectively supports and meets the needs of the customer, both internally and externally;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Responds to and resolves sensitive inquires and complaints from both internal and external sources;
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

Other Duties and Responsibilities

- Performs special projects as assigned by the Mayor and Council;
- Available during after duty hours to respond to emergency situations;
- Performs other related duties as required.

Knowledge, Skills and Abilities

Knowledge of:

- Municipal government operations relating to staffing, budget and program execution;
- Political processes at all levels of government;
- Federal, state and local laws impacting local government operations;

- Various revenue sources available to local governments including state and federal sources;
- Budgeting and fiscal oversight;
- Effective leadership methods and supervisory skills;
- Facilitation and partnership building;
- Operation of a personal computer and job-related software applications;
- English grammar and punctuation.

Ability to:

- Supervise, lead, direct and evaluate the activities of City Departments and Divisions to ensure achievement of City goals and objectives;
- Plan, implement and oversee programs of departmental operations and activities;
- Lead and work in a team environment under extremely stressful situations;
- Inspire confidence in citizens, staff and the Mayor and City Council to achieve the City's goals and objectives;
- Balance conflicting political goals and direction with an outcome of positive achievements for the organization;
- Analyze a variety of financial problems and make recommendations;
- Coordinate a variety of intra-governmental administrative matters;
- Interpret laws, ordinances and regulations common to municipal operations;
- Prepare and present accurate and reliable reports containing findings and recommendations;
- Quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks;
- Operate a personal computer using program applications appropriate to assigned duties;
- Communicate effectively and establish and maintain working relationships with other employees, the public, elected officials, community leaders, and other interested parties.

Acceptable Experience and Training

- Masters degree in public administration or business administration from an accredited institution of higher education; and
- Five (5) years experience in organizational management or related experience; or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to discern verbal instructions and communicate effectively on the telephone and in person;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to comprehend written work instructions and to review, evaluate and prepare a variety of written documents and materials;
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate computer equipment and other office equipment;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to work in an office environment and make presentations to large and small groups.

CHAPTER 15 PERFORMANCE MEASUREMENT STANDARDS

1-15-1: Key Performance Indicators to be Maintained:

A. All city departments shall maintain key performance indicators regarding monthly department performance, as directed by the city administrator.

B. All city contracted entities shall maintain key performance indicators regarding monthly contracted performance, as directed by the city administrator.

(Ord. 1357, 9-5-2018)

1-15-2: Alignment of Goals and Key Performance Indicators:

By August of each calendar year, the city administrator shall present the Operational Plan and proposed budget for council review, which will demonstrate for council the alignment of city-wide operational goals and departmental goals and key performance indicators with council priorities as established in the city's 5-year Strategic Plan.

(Ord. 1357, 9-5-2018)

1-15-3: City Administrator Duties:

A. The city administrator shall assure long-range operational plans for all major city functions be in-place and kept up-to-date.

B. The city administrator will routinely measure, analyze, and report to council city-wide progress on operational key performance indicators and adopt subsequent plans in an effort to continuously improve outcomes.

C. The city administrator shall implement a process to ensure that the programs supported with Federal and/or State funds achieve measurable results that support city goals, and shall ensure that measurement, monitoring, and reporting of these results meet funding source requirements.

D. The city administrator shall annually assess and make recommendation for council approval the appropriation of sufficient resources and subsequent strategies necessary to meet the data information needs of council, city administration, city commissions, and Sandpoint citizens.

(Ord. 1357, 9-5-2018)

1-15-4: Utilization of Key Performance Indicator Information:

The city council, city administrator, and all city departments and divisions shall utilize information provided through the analysis of key performance indicators when making policy, program, or any other decisions that will impact the city's service delivery capabilities.

(Ord. 1357, 9-5-2018)

Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

TITLE 50
MUNICIPAL CORPORATIONS
CHAPTER 6
MAYOR

50-602. MAYOR, ADMINISTRATIVE OFFICIAL. The mayor, except as provided in sections 50-801 through 50-812, shall be the chief administrative official of the city, preside over the meetings of the city council and determine the order of business subject to such rules as the council may prescribe, have a vote only when the council is equally divided, have the superintending control of all the officers and affairs of the city, preserve order, and take care that the ordinances of the city and provisions of this act are complied with and enforced.

History:

[50-602, added 1967, ch. 429, sec. 122, p. 1249.]

How current is this law?

Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

TITLE 50
MUNICIPAL CORPORATIONS
CHAPTER 6
MAYOR

50-603. MESSAGES TO COUNCIL. The mayor shall, from time to time, communicate to the city council such information and recommend such measures as, in his opinion, may tend to the improvement of the finances, the protection, the health, the security, the ornament, the comfort, and the general welfare and prosperity of the city.

History:

[50-603, added 1967, ch. 429, sec. 123, p. 1249.]

How current is this law?

Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

TITLE 50
MUNICIPAL CORPORATIONS
CHAPTER 6
MAYOR

50-607. GENERAL POWERS. The mayor shall have and exercise such powers, prerogatives and authority as is conferred by the laws of the state of Idaho or as may be conferred upon him by the city council, and shall have the power to administer oaths, and shall sign all contracts and conveyances in the name of and on behalf of the city.

History:

[50-607, added 1967, ch. 429, sec. 127, p. 1249.]

How current is this law?

AGENDA REPORT

City Council Meeting

TODAY'S DATE: November 24, 2025

MEETING DATE: December 3, 2025

TO: City Council

FROM: City Clerk Melissa Ward

SUBJECT: Acceptance of Bonner County Canvass of November 4, 2025, Election Results - action item

DESCRIPTION/BACKGROUND: Pursuant to Idaho Code § 50-412, the County Commissioners, within ten (10) days following the election, shall meet for the purpose of canvassing the results of the election. Upon receipt of tabulation of votes prepared by the election judges and clerks and the canvass, the results shall be entered in the minutes of City Council proceedings. The results of election shall be determined as follows: In the case of a single office to be filled, the candidate with the highest number of votes shall be declared elected. In the case where more than one (1) office is to be filled, that number of candidates receiving the highest number of votes, equal to the number of offices to be filled, shall be declared elected.

STAFF RECOMMENDATION: Council's acceptance of Bonner County's canvass of the 2025 Sandpoint election reflecting Sandpoint voters' decision to approve the Wastewater Treatment Plant Revenue Bond and declaring the following candidates elected:

City Council: Joel Aispuro, 4-year term

City Council: Joe Tate, 4-year term

City Council: Joshua Torrez, 4-year term

Those elected are scheduled to be sworn in and seated at the City Council regular meeting on January 7, 2026.

ACTION: A motion, second, and vote to accept Bonner County's canvass of the 2025 Sandpoint election, as recommended above, which will be entered in the minutes of City Council's December 3, 2025, meeting.

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

ATTACHMENTS:

Certificate of the Canvass of the November 4, 2025, Election
Abstract of Election Results
Bonner County Voting Statistics (for reference and information)

STATE OF IDAHO
} ss.
COUNTY OF BONNER

We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, convened on November 13, 2025, do hereby state that the attached is a true and complete abstract of all votes cast within this county for the candidates and/or questions as they appeared at the election held on November 4, 2025, as shown by the records now on file in the County Clerk's office.

Asia Williams

County Board of Canvassers

Attest: _____
County Clerk

(County Seal)

CLERK OF THE DISTRICT COURT Seal BONNER COUNTY, IDAHO

E-31, Approved Secretary of State, January 2011

Bonner County
Consolidated Election - November 4, 2025
November 04, 2025

Summary Results Report
Canvass

Kootenai City Council Seat 1

Vote for 1

Precincts Reported 1 of 1

	TOTAL	%
Danelle Baumgarten-Pickett	32	33.33%
Robert Dressel	64	66.67%
Total Votes Cast	**96**	
Over Votes	**0**	
Under Votes	**17**	
Total Ballots Cast	**113**	

Sandpoint City Council 4 Year

Vote for 3

Precincts Reported 5 of 5

	TOTAL	%
Joel Aispuro	1,398	29.26%
Rick Howarth	1,073	22.46%
Torrez Joshua	1,091	22.83%
Joe Tate	1,216	25.45%
Total Votes Cast	**4,778**	
Over Votes	**1**	
Under Votes	**1,135**	
Total Ballots Cast	**1,972**	

Bonner County
Consolidated Election - November 4, 2025
November 04, 2025

Summary Results Report
Canvass

City of Ponderay City Local Option Non-Property Tax

Requires 60% to pass

Precincts Reported 4 of 4

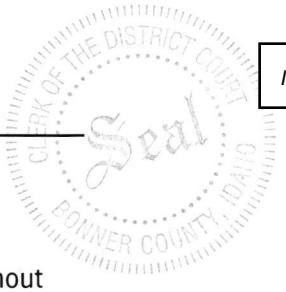
	TOTAL	%
IN FAVOR	122	77.71%
AGAINST	35	22.29%
Total Votes Cast	**157**	
Over Votes	**0**	
Under Votes	**0**	
Total Ballots Cast	**157**	

City of Sandpoint Special Municipal Revenue Bond

Requires 50% to pass

Precincts Reported 5 of 5

	TOTAL	%
IN FAVOR of issuing up to $130,000,000 of revenue bonds for the purposes provided by Ordinance 1430	1,749	89.01%
AGAINST issuing up to $130,000,000 of revenue bonds for the purposes provided by Ordinance 1430	216	10.99%
Total Votes Cast	**1,965**	
Over Votes	**1**	
Under Votes	**6**	
Total Ballots Cast	**1,972**	



November 4, 2025 Consolidated Election
Voting Stats

	Registration at Cutoff (Eligible)	Election Day Registrants (Eligible)	Total Registered (Eligible)	Ballots Cast	Turnout
AIRPORT	1,147	9	1,156	292	25.26%
BALDY	999	9	1,008	327	32.44%
BEACH	1,087	12	1,099	455	41.40%
BLUE LAKE	604	1	605	165	27.27%
CAREYWOOD	202	0	202	15	7.43%
CLARK FORK	261	16	277	148	53.43%
COLBURN	735	2	737	145	19.67%
DOVER	482	1	483	178	36.85%
EAST PRIEST RIVER	1,238	2	1,240	207	16.69%
EDGEMERE	175	1	176	20	11.36%
GROUSE CREEK	1,158	1	1,159	309	26.66%
HOPE	194	2	196	95	48.47%
HUMBIRD	1,281	10	1,291	408	31.60%
KOOTENAI	1,507	16	1,523	296	19.44%
LACLEDE	12	0	12	5	41.67%
ODEN	1,192	5	1,197	364	30.41%
OLDTOWN	1,602	7	1,609	206	12.80%
SELLE	1,209	3	1,212	272	22.44%
WASHINGTON	1,614	6	1,620	667	41.17%
WEST PRIEST RIVER	807	0	807	119	14.75%
Total	**17,506**	**103**	**17,609**	**4693**	**26.65%**