CITY COUNCIL MEETING AGENDA

October 21, 2026 at 5:30 PM

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

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Call to Order

Roll Call

Pledge of Allegiance

Announcements and Reports

1. Report: Cash and Investment Transactions Financial Report – August 2026 (for information only)

Public Comment

Consent Calendar - action item

2. Approval of Minutes from Council's October 7, 2026, Regular Meeting - ***action item***
3. Payables Report / Approval of Bills for Payment - ***action item***
4. Proposed Resolution: Purchase Order 27-1924 with Mike White Ford, LLC for Police Vehicles - ***action item***
5. Proposed Resolution: Cedar St Reconstruction - Construction Contract Change Order (Agreement A26-3170-4) - ***action item***
6. Proposed Resolution: Cell Tower Ground Lease at War Memorial Field Park with SBA 2012 TC Assets, LLC (Agreement A26-1600-11) - ***action item***

Appeal Hearing

7. Hearing and Decision on Appeal of Denial of Averill Hospitality Notice of Violation - Removal and Disposition of Signs - ***action item***

Old/Unfinished Business

New Business

Adjourn

Public Participation Notice

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.

AGENDA REPORT

City Council Meeting

TODAY'S DATE: October 7, 2026

MEETING DATE: October 21, 2026

TO: Mayor & City Council

FROM: Sarah Lynds, Finance Director

SUBJECT: Report: Cash and Investment Transactions Financial Report – August 2026 (for information only)

DESCRIPTION/BACKGROUND:

Monthly Cash and Investment Transaction Financial Report – August 2026

STAFF RECOMMENDATION and ACTION:

No Council action is requested, this Financial Report is for informational purposes only.

ATTACHMENTS:

Cash and Investment Transactions Financial Report – August 2026

LINK TO ELECTRONIC FINANCIAL TRANSPARENCY:

https://sandpoint-id.cleargov.com/

City of Sandpoint

Financial Report on Cash and Investment Transactions

August 31, 2026

FUND	BALANCE 7/31/26	DEBIT	CREDIT	BALANCE 8/30/26
General Fund Undesignated	13,041,139	898,682	1,462,237	12,477,584
General Fund Designated - Reserves	9,027,700	-	-	9,027,700
General Fund Designated - Other	1,879,358	332,637	36,605	2,175,390
Special Revenue:				
Fiber	203,991	1,651	-	205,642
Impact Fees	2,930,064	28,412	-	2,958,477
Recreation	615,921	24,201	53,429	586,693
Park Capital Improvement	2,015,141	42,041	41,518	2,015,664
Enterprise:				
Sanitation	632,246	80,110	125,000	587,356
Water	3,213,411	659,814	408,636	3,464,589
Water - Reserve Capital	14,351,005	124,574	7,875	14,467,704
Water - Reserve Watershed Protection	735,208	2,336	-	737,544
Water - Restricted	105,270	334	-	105,604
Wastewater	4,353,346	657,426	305,624	4,705,148
Wastewater - Reserve I&I Collection	1,993,053	6,333	-	1,999,385
Wastewater - Reserve Capital	18,346,338	118,419	6,311	18,458,446
Water and Wastewater Debt Service	1,052,917	3,346	-	1,056,262
Fiduciary:				
LID Guarantee	41,014	130	-	41,144
LID Combined	219,107	674	6,857	212,924
Payroll Benefit Clearing	618,260	427,037	412,357	632,939
GRAND TOTAL	75,374,489	3,408,158	2,866,450	75,916,197

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Sarah Lynds

Sarah Lynds, Finance Director
City of Sandpoint, Idaho

City of Sandpoint
Cash and Investments
August 31, 2026

Description	City's Balance
Wells Fargo Bank	
Checking Account	3,941,844
Idaho State Investment Pool	
State Investment Pool Account	71,973,854
Cash on Hand	
Petty Cash	500
Total	75,916,197

I HEARBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Sarah Lynds

Sarah Lynds, Finance Director
City of Sandpoint, Idaho

CITY COUNCIL MEETING MINUTES

October 07, 2026 at 5:30 PM

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

Call to Order

Mayor Jeremy Grimm called the regular meeting of the Sandpoint City Council to order at 5:30 p.m. on Wednesday, October 7, 2026, in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Roll Call

PRESENT
Mayor Jeremy Grimm
Councilor Joel Aispuro
Councilor Kyle Schreiber
Councilor Pam Duquette
Councilor Joe Tate
Councilor Joshua Torrez

ABSENT
Council President Deb Ruehle

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 Lieutenant Steven Chamberlain.

Pledge of Allegiance

Mayor Grimm led all present in the Pledge of Allegiance.

Announcements and Reports

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

Public Comment

Mayor Grimm recited the rules and procedure for public comment during the meeting and offered an opportunity for members of the public to speak on topics included on the agenda or other general matters relevant to the business of the City of Sandpoint. Information only; no Council action.

Consent Calendar

Mayor Grimm recited for the record the amount of bills for payment approval. Councilor Schreiber removed Item 6, Proposed Resolution for Downtown Revitalization Phase 3 – Amendment No. 2 to Professional Services Agreement with Welch Comer & Associates, Inc., which was moved to the beginning of Old/Unfinished Business. The Consent Calendar was then approved, as amended, by a vote of Council present.

Motion made by Councilor Schreiber, Seconded by Councilor Aispuro.
Voting Yea: Councilor Schreiber, Councilor Tate, Councilor Duquette, Councilor Aispuro, Councilor Torrez

1. The minutes from Council's September 16, 2026, meeting were approved as presented.
2. The bills presented were approved for payment in the amount of $2,181,492.53 ($1,383,459.39 for regular payables and $798,033.14 for payroll).
3. The Mayor's appointment of Paul Vogel for a term of three years, October 2026 through September 2029, to the Sustainability Committee was confirmed.
4. **Resolution 26-057** Approval of Idaho Transportation Department Local Professional Services Agreement No. 97660 with J-U-B Engineers, Inc. for Boyer Pedestrian Project
5. **Resolution 26-058** Approval of Second Amendment to Purchase Order 26-1658 with OXARC, Inc.

Old/Unfinished Business

6. **Resolution 26-059** Downtown Revitalization Phase 3 – Amendment No. 2 to Professional Services Agreement with Welch Comer & Associates, Inc. – *removed from Consent*

   Council members discussed Amendment No. 2 to Professional Services Agreement with Welch Comer and Associates for Phase 3 of the Downtown Revitalization Plan, including Idaho Transportation Department (ITD) design standards, Superior Street stormwater improvements, and pedestrian/bicycle path alternatives. Staff clarified the project scope and confirmed that additional design work for the Superior Street path could be considered through a future amendment after further evaluation.

   Motion made by Councilor Aispuro, Seconded by Councilor Tate.
   Voting Yea: Councilor Tate, Councilor Torrez, Councilor Schreiber, Councilor Aispuro, Councilor Duquette

   At Mayor Grimm's request and no objection from Council, Item #8 was taken up next, ahead of Item #7 as Stantec representatives were present at the meeting.

8. **Resolution 26-061** Approval of Wastewater Treatment Plant Reconstruction Project – Owner's Representative Master Professional Services Agreement No. A26-3257-5 and Task Order No. 1

   Public Works Director Holly Ellis presented the proposed professional services agreements with Stantec for owner's representative services for the Wastewater Treatment Plant Reconstruction Project. The agreements include a five-year master task order agreement with a $5 million ceiling and Task Order No. 1 to establish project management, scheduling, budgeting, risk management, and support for procuring the design engineer and contractor.

   Motion made by Councilor Schreiber, Seconded by Councilor Aispuro.
   Voting Yea: Councilor Duquette, Councilor Tate, Councilor Torrez, Councilor Aispuro, Councilor Schreiber

7. **Resolution 26-060** Approval to Apply for Idaho Department of Environmental Quality's Sewer Overflow and Stormwater Planning Grant FY27

   Project Manager Rachel McKinley presented the proposed grant application and requested authorization for city staff to apply for up to $60,000 to update the City's 2016 Stormwater Facilities Plan. The grant covers 100% of eligible costs, with no local match required. The updated plan will identify stormwater system deficiencies, prioritize improvements, update the capital improvement plan, and help prepare the City for future MS4 permitting requirements and potential stormwater utility planning.

Motion made by Councilor Duquette, Seconded by Councilor Schreiber.
Voting Yea: Councilor Aispuro, Councilor Torrez, Councilor Schreiber, Councilor Tate, Councilor Duquette

9. Council Discussion/Direction: City Beach Parking Lot Project

Community Planning and Development Director Jason Welker and Project Manager Erik Bush presented Concept D for the City Beach parking lot improvements and reviewed design and grant application deadlines.

Council members discussed parking capacity, boat-trailer access, traffic flow, landscaping, stormwater management, and preservation of usable green space. Staff explained the proposed roundabout's traffic and safety benefits and confirmed that design refinements could be made as the project advances.

Councilor Schreiber initially moved to approve the concept with four proposed amendments. He subsequently withdrew the motion and presented each amendment as a separate motion for individual consideration.

Motion was made to redesign the parking area near the gazebo to improve traffic flow and retain additional parking spots.

Motion made by Councilor Schreiber, Seconded by Councilor Tate.
Voting Yea: Councilor Schreiber, Councilor Tate
Voting Nay: Councilor Duquette, Councilor Aispuro, Councilor Torrez

Motion Failed 2-3.

Motion was made to consolidate narrow landscaped areas in the parking lot into larger usable green spaces.

Motion died for lack of a second.

Motion was made to eliminate the park entrance roundabout.

Motion made by Councilor Schreiber, Seconded by Councilor Tate.
Voting Yea: Councilor Schreiber, Councilor Duquette
Voting Nay: Councilor Torrez, Councilor Aispuro, Councilor Tate

Motion Failed 2-3.

Motion was made to convert seven northernmost boat-trailer-only spaces to hybrid parking. This motion was passed with a unanimous vote of Councilors present to approve.

Motion made by Councilor Schreiber, Seconded by Councilor Torrez.
Voting Yea: Councilor Aispuro, Councilor Tate, Councilor Duquette, Councilor Schreiber, Councilor Torrez

Motion Passed 5-0.

Motion to approve Concept D and authorize staff to proceed with design development and grant applications, incorporating the hybrid parking amendment and allowing for further refinements.

Motion made by Councilor Aispuro, Seconded by Councilor Tate.
Voting Yea: Councilor Tate, Councilor Aispuro, Councilor Torrez
Voting Nay: Councilor Duquette, Councilor Schreiber

Motion Passed 3-2.

New Business

10. **Resolution 26-062** Approval of 2027 Employee Benefits, Agreements, and Insurance Policies

Mayor Grimm introduced this item, followed by a presentation provided by Autumn Porter with Taylor Insurance, both of whom fielded questions from Council members. Councilor Schreiber then made a motion to approve the 2027 employee benefits agreements and insurance policies. The motion passed with a unanimous vote of Councilors present.

Motion made by Councilor Schreiber, Seconded by Councilor Aispuro.
Voting Yea: Councilor Tate, Councilor Schreiber, Councilor Duquette, Councilor Torrez, Councilor Aispuro

11. **Resolution 26-063** Construction Contract with Interstate Concrete for 2026 Olive Avenue Paving Maintenance Project (Agreement A26-3100-8)

    Director Ellis presented the 2026 Olive Avenue Paving Maintenance Project. The project includes repaving Olive Avenue between Birch and Ontario following sewer and water service repairs. Interstate Concrete and Asphalt Company was the lowest responsive and responsible bidder, with a contract amount of $102,773.70.

    Motion to approve the Resolution for the agreement with Interstate Concrete and Asphalt Company for a construction contract for the 2026 Paving Maintenance Project on Olive Avenue (City Agreement #A26-3100-8).

    Motion made by Councilor Duquette, Seconded by Councilor Aispuro.
    Voting Yea: Councilor Torrez, Councilor Duquette, Councilor Aispuro, Councilor Schreiber, Councilor Tate

Executive Session

12. Motion 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

    Motion made by Councilor Aispuro, Seconded by Councilor Tate.
    Voting Yea: Councilor Aispuro, Councilor Torrez, Councilor Schreiber, Councilor Tate, Council Duquette

13. Executive Session was held pursuant to Idaho Code § 74-206(1)(f), as noted above.

Reconvene and Adjourn

Following conclusion of the executive session, the regular meeting was reconvened and then immediately adjourned at 9:15 p.m.

I presided over this meeting and can confirm that the foregoing minutes, prepared by the City Clerk, were approved by City Council during their meeting held _____, 2026.

Jeremy Grimm, Mayor

Attest: Meri Jane Bohn, City Clerk

DRAFT

CITY OF SANDPOINT INVOICE REGISTER
PAYABLE DATES OF: 10/08/2026 THROUGH 10/21/2026

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: 95 EXPRESS LLC				
1215	MONTHLY CAR WASH MEMBERSHIP FOR POLICE & FIRE OCT'26			$607.50
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	405.00	
	FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	22.50	
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	45.00	
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	67.50	
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	67.50	
		Total For: 95 EXPRESS LLC		**$607.50**
Vendor: ACCURATE TESTING LABS LLC				
157711	WWTP: MERCURY TESTING (2) (2026090079)			$260.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	260.00	
157327	WWTP: COPPER TESTING (1) (2026080589)			$55.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	55.00	
157096	WWTP: MERCURY TESTING (2) (2026080339)			$260.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	260.00	
157267	WTP: ORGANIC CARBON (3) & AIKALINITY TESTING (1) (2026080524)			$325.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	325.00	
157304	WTP: THM TESTING (2026080563) - SAND CREEK			$220.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	220.00	
		Total For: ACCURATE TESTING LABS LLC		**$1,120.00**
Vendor: ALPINE MOTORS COMPANY INC				
167139	SPD: OIL CHANGE '20 DURANGO - SPD17			$74.41
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	74.41	
		Total For: ALPINE MOTORS COMPANY INC		**$74.41**
Vendor: ASAP SERVICES INC				
133676100	MONTHLY CUSTODIAL SERV CITY HALL, COMMUNITY HALL & JER - SEPT'26			$4,955.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	2,240.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	1,080.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	1,310.00	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	SERVICES - CUSTODIAL	325.00	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
		Total For: ASAP SERVICES INC		**$4,955.00**
Vendor: AT&T MOBILITY II, LLC				
287339151180X	WIRELESS PHONE/DATA - PUBLIC WORKS SEP'26			$969.41
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	75.01	
	PUBLIC WORKS ADMINISTRATION	TELEPHONE - WIRELESS	139.84	
	WATER DISTRIBUTION	TELEPHONE - WIRELESS	60.88	
	WATER TREATMENT	TELEPHONE - WIRELESS	106.64	
	RECREATION	TELEPHONE - WIRELESS	37.16	
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	549.88	
287336480571S	WIRELESS PHONE/DATA CHGS - POLICE SEP'26			$734.53
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	734.53	
287354932666X	MONTHLY VEHICLE GPS TRACKING SEP'26			$747.84
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - IMAGERY/TRACKING	428.77	
	WATER TREATMENT	SOFTWARE/SAAS - IMAGERY/TRACKING	80.86	
	WASTEWATER COLLECTIONS	SOFTWARE/SAAS - IMAGERY/TRACKING	62.22	
	WATER DISTRIBUTION	SOFTWARE/SAAS - IMAGERY/TRACKING	111.97	
	WASTEWATER TREATMENT	SOFTWARE/SAAS - IMAGERY/TRACKING	64.02	
287339152904X	WIRELESS PHONE/DATA CHGS - CITY HALL SEP'26			$69.93
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	69.93	
287339154011X	WIRELESS PHONE/DATA - FIRE SEP'26			$132.07
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	132.07	
287339153398X	WIRELESS PHONE/DATA CHGS - PARKS SEP'26			$173.03
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	113.55	
	RECREATION	TELEPHONE - WIRELESS	24.74	
	CITY BEACH CONCESSIONS	TELEPHONE - WIRELESS	34.74	
		Total For: AT&T MOBILITY II, LLC		**$2,826.81**
Vendor: AVISTA UTILITIES				
4707730000 09.2	MONTHLY UTILITIES 08.21.26 - 09.22.26 (SEP'26)			$43,197.46
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	1,989.89	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	618.23	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	56.21	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	24.23	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	124.14	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	689.42	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	42.00	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	2,288.45	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	20.44	
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	92.27	
	STREET MAINTENANCE DIVISION	ELECTRICITY	10,898.83	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	1,265.79	
	WATER TREATMENT	ELECTRICITY	11,156.19	
	WASTEWATER COLLECTIONS	ELECTRICITY	990.90	
	RECREATION	ELECTRICITY	32.60	
	STREET MAINTENANCE DIVISION	ELECTRICITY	663.75	
	WATER DISTRIBUTION	ELECTRICITY	210.48	
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	51.24	
	WASTEWATER TREATMENT	ELECTRICITY	9,878.11	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	ELECTRICITY	2,104.29	
		Total For: AVISTA UTILITIES		**$43,197.46**
Vendor: BADGER METER INC				
80252327	WD: BEACON WTR METER READER - SEPT'26 (FY26)			$1,045.30
	WATER DISTRIBUTION	SOFTWARE/SAAS - WATER METER READING	1,045.30	
		Total For: BADGER METER INC		**$1,045.30**
Vendor: BILLING DOCUMENT SPECIALISTS				
107864	UTILITY BILLING SEPT'26 REG & PLANNING SPECIAL MAILING			$3,361.24
	UTILITY BILLING	TECH SERVICES - UTILITY BILLING	269.53	
	UTILITY BILLING	POSTAGE	806.76	
	PLANNING DIVISION	PRINTING AND BINDING	1,169.00	
	PLANNING DIVISION	POSTAGE	1,115.95	
		Total For: BILLING DOCUMENT SPECIALISTS		**$3,361.24**
Vendor: BROWN'S NORTHSIDE				
S177830	ST: FUEL/WTR SEP, OIL/AIR SEP, FUEL FILTER & AIR FILTERS (4)			$568.85
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	568.85	
S178468	ST: SNOW PLOW COUPLER & HYDRAULIC ADAPTER FITTING			$21.72
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	21.72	
S178048	ST: BALDWIN B160 OIL FILTER (1)			$9.37
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	9.37	
S176194	ST: CHANNEL FLOW SAFETY AIR FILTER (1)			$60.92
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	60.92	
S177606	WWTP: HYDRALIC TIE ROD - '18 WESTERN DUMP TRUCK - RETURN			$(3)

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WASTEWATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	(347.68)	
S177271	WD: 90-DEGREE HYDRAULIC ADAPTER			$37.70
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	37.70	
S178528	WTP: BALDIN OIL FILTER (1) 26' RAM			$9.51
	WATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	9.51	
		Total For: BROWN'S NORTHSIDE		**$360.39**
Vendor: BS&A SOFTWARE				
169163	PAS 4/7/26-7/6/26 & ANNUAL SERVICE & BUILDING 8/1/26-8/1/27 (FY26)			$4,547.00
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - ERP-ENTERPRISE RESOURCE	2,128.00	
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - ERP-ENTERPRISE RESOURCE	1,906.00	
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - ERP-ENTERPRISE RESOURCE	513.00	
171268	QTRLY PERMIT APP SUBMISSION 07/07/2026-10/05/2026			$651.00
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - ERP-ENTERPRISE RESOURCE	651.00	
		Total For: BS&A SOFTWARE		**$5,198.00**
Vendor: CC VENDOR - WELLS FARGO				
3051106	BLUEBEAM: AECO CORE SUB RENEWAL 10/01/26-2/06/27 (2)			$275.00
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - PDF/BLUEBEAM/AUTOCAD	275.00	
4192231511	GODADDY: VPN.CITYOFSANDPOINT.COM SSL RENEWAL			$119.99
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - DOMAIN SSL	119.99	
H0186097	GRIZZLY GLASS: WINDSHIELD CHIP REPAIR '23 EXPLORER			$39.95
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	39.95	
0049420	APA: ANNUAL MEMBERSHIP IDAHO RENEWAL - J. WELKER			$797.09
	PLANNING DIVISION	LICENSES/DUES & SUBSCR (JOB RELATED)	797.09	
3144138	GFOA: ANNUAL GAAP UPDATE 11/5/2026 - S. LYNDS			$275.00
	FINANCE DEPARTMENT	TRAINING AND TRAVEL	275.00	
28192	EJCDC: CMAR-990 CONSTRUCTION MANAGER AT RISK CONTRACT DOCS			$2,457.00
	WASTEWATER TREATMENT	BOOKS AND PERIODICALS	2,457.00	
112-3900601-22	AMZN: PRINTER INK FOR OFFICE PRINTER			$55.99
	FIRE DEPARTMENT - SANDPOINT	OFFICE SUPPLIES/EQUIPMENT	55.99	
CS103560	RHOMAR: ST: RUST CONV, SALT SPREADER LUB, SALT/CHLORIDE NEUTRALIZER			$2,655.57
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	2,655.57	
QCNBJU	ALASKA AIRLINES: T0128: FLIGHT TO BOISE ATI'26 - J. GRIMM			$476.80
	MAYOR'S OFFICE	TRAINING AND TRAVEL	476.80	
124105	COURT RESERVE SUBSCRIPTION 09/27/2026 - 10/27/2026			$199.00
	JAMES E. RUSSELL SPORTS CENTER FACILITY	SOFTWARE/SAAS - RECTRAC/REC1/TEAMSIDELIN	199.00	
111-4621733-53	AMZN: WTP: SCREEN PROTECTORS (2) & PHONE CASE (1)			$
	WATER TREATMENT	OFFICE SUPPLIES/EQUIPMENT	45.97	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
053524_9023587	HOME DEPOT: 1000' CAUTION TAPE, FOLDING KNIFE & 1" TORK BIT SET - CITY BE			$67.85
	PARK MAINTENANCE & CAPITAL	TOOLS	54.88	
	PARK MAINTENANCE & CAPITAL	OFFICE SUPPLIES/EQUIPMENT	12.97	
111-9500346-20	AMZN: ECHO LEAF BLOWER - ALL PARKS (FY26)			$685.01
	PARK MAINTENANCE & CAPITAL	TOOLS	685.01	
2019203	HABOR FREIGHT: INSPECTION CAM (CH HVAC) TOOLBOXES (3) & OIL PAN W/SPO			$147.95
	GOVERNMENT BUILDING & GROUNDS DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	79.99	
	PARK MAINTENANCE & CAPITAL	TOOLS	67.96	
082307/7023883	HOME DEPOT: RED 27 GAL TOTES (4) - TRAVERS			$35.92
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	35.92	
111-9312451-32	AMZN: BACKPACK LEAF BLOWER - CITY BEACH (FY26)			$194.97
	PARK MAINTENANCE & CAPITAL	TOOLS	194.97	
111-2225985-29	AMZN: ECHO SRM-2620 PROXTREME TRIMMER - CITY BEACH			$399.00
	PARK MAINTENANCE & CAPITAL	TOOLS	399.00	
2019668	HABOR FREIGHT: CONCRETE DRILLS (2) - CITY BEACH			$359.98
	PARK MAINTENANCE & CAPITAL	TOOLS	359.98	
113-7462988-17	AMZN: WWTP: PRINTER INK PACKS 910XL			$116.62
	WASTEWATER TREATMENT	OFFICE SUPPLIES/EQUIPMENT	116.62	
1011874	HARBOR FREIGHT: SHOP: 3/8 IN. AIR FILTER COMPRESSOR			$99.99
	WATER DISTRIBUTION	TOOLS	33.33	
	WASTEWATER COLLECTIONS	TOOLS	33.33	
	STREET MAINTENANCE DIVISION	TOOLS	33.33	
113-7245381-48	AMZN: 1000 FT OF PARACODE - RESILIENCY FUND			$56.51
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	56.51	
113-7245381-48	AMZN: 14 FOOT LADDER, CABLE TIE, BLANKET, GLOW STICKS, RACHETS, TRIPOD			$288.12
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	288.12	
113-4420672-21	AMZN: COPY PAPER (1 CASE) , WINDEX WIPES, BINDER DIVIDERS			$60.96
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	60.96	
ABNMM-102026-	GRANT WRITING USA: TUITION NOV 16-17 - H. FAIRCLOTH - T0129			$525.00
	CENTRAL SERVICES DEPARTMENT	TRAINING AND TRAVEL	525.00	
113-7098504-85	AMZN: COFFEE CUPS, EXPO MRKS, EXPO CLEANING SPRY, SHARPIE & 5PK MOU			$43.42
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	43.42	
102303316	ICC 1790 (RSC) CERT RENEWAL - J. PARKER			$105.00
	BUILDING DIVISION	LICENSES/DUES & SUBSCR (JOB RELATED)	105.00	
		Total For: CC VENDOR - WELLS FARGO		**$10,583.66**
Vendor: CENTURY WEST ENGINEERING CORP				
252743	WTP GENERATOR ELECTRICAL DESIGN SERVICES THRU 09/30/26 (FY26)			$3,6

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WATER CAPITAL PROJECTS	CAPITAL EQUIPMENT & MACHINERY	3,637.50	
		Total For: CENTURY WEST ENGINEERING CORP		**$3,637.50**
Vendor: CHECKR INC				
2696013	BACKGROUND SVCS - 2 JER			$74.98
	JAMES E. RUSSELL SPORTS CENTER FACILITY	BACKGROUND CHECK SERVICES	44.99	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	BACKGROUND CHECK SERVICES	29.99	
		Total For: CHECKR INC		**$74.98**
Vendor: CLEARGOV INC				
2026-20396	FY27 DIGITAL BUDGET BOOK SUITE & TRANSPARENCY SUITE			$7,400.00
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - FINANCIAL TRANSPARENCY	4,950.00	
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - FINANCIAL TRANSPARENCY	4,300.00	
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - FINANCIAL TRANSPARENCY	(1,850.00)	
		Total For: CLEARGOV INC		**$7,400.00**
Vendor: CLEARWATER SPRINGS				
946696	WWTP: 4/1 GAL STEAMED DIST 9/15/2026 TICKET 946696			$35.00
	WASTEWATER TREATMENT	LABORATORY SUPPLIES	35.00	
		Total For: CLEARWATER SPRINGS		**$35.00**
Vendor: COLEMAN OIL				
INV-501386	ST: DIESEL EXHAUST FLUID (2.5 GAL) - SWEEPER			$11.00
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	11.00	
INV-505742	SHOP/WTP: ENGINE OIL 0W20 (6 GAL) & 0W40 (6 GAL)			$306.48
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	53.26	
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	53.26	
	WASTEWATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	53.26	
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	36.67	
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	36.67	
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	36.67	
	WATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	36.69	
CP-0456918	FIRE: SEPT 2026 FUEL CHARGES (FY26)			$1,337.87
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	423.81	
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	223.32	
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	78.08	
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	612.66	
CP-0456910	POLICE: FUEL CHARGES SEPT'2026 (FY26)			$6,2[illegible]
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	275.66	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	628.27	
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	5,311.79	
CP-0456880	PARKS/PW/CS: SEPT'26 FUEL CHARGES (FY26)			$8,479.85
	STREET MAINTENANCE DIVISION	FUEL - GASOLINE/DIESEL	2,736.34	
	BUILDING DIVISION	FUEL - GASOLINE/DIESEL	69.13	
	CENTRAL SERVICES DEPARTMENT	FUEL - GASOLINE/DIESEL	80.68	
	PUBLIC WORKS ADMINISTRATION	FUEL - GASOLINE/DIESEL	66.03	
	WATER DISTRIBUTION	FUEL - GASOLINE/DIESEL	2,314.64	
	WASTEWATER COLLECTIONS	FUEL - GASOLINE/DIESEL	793.32	
	WATER TREATMENT	FUEL - GASOLINE/DIESEL	417.11	
	WASTEWATER TREATMENT	FUEL - GASOLINE/DIESEL	677.01	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	501.07	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	167.02	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	167.02	
	PARK MAINTENANCE & CAPITAL	FUEL - GASOLINE/DIESEL	490.48	
		Total For: COLEMAN OIL		**$16,350.92**
Vendor: CONSOLIDATED SUPPLY CO.				
S013120023.001	WWC: 8" MECHANICAL SEWER PIPE PLUG (1)			$59.23
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	59.23	
S013048176.001	PARKS: 3/4" EAR CLAMPS (6) - MEMORIAL			$1.97
	PARK MAINTENANCE & CAPITAL	IRRIGATION SUPPLIES	1.97	
		Total For: CONSOLIDATED SUPPLY CO.		**$61.20**
Vendor: CO-OP GAS & SUPPLY CO.				
31549	ST: NUTS & BOLTS FOR SIGNS			$75.54
	STREET MAINTENANCE DIVISION	SIGNAGE SUPPLIES/EQUIPMENT	75.54	
70009	WTP: DISTILLED WATER 6 GAL			$19.14
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	19.14	
		Total For: CO-OP GAS & SUPPLY CO.		**$94.68**
Vendor: CULLIGAN LLC				
695182 09/30/26	WWTP: MNTHLY H2O & COOLER - SEPT DEL OCT'26 RNTL (FY26)			$30.85
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	30.85	
		Total For: CULLIGAN LLC		**$30.85**
Vendor: DREW HANCOCK				
1920	EXPIRED 24 FLAG FOOTBALL CREDIT			$
	UNCLASSIFIED	CUSTOMER CREDITS	16.50	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
		Total For: DREW HANCOCK		**$16.50**
Vendor: EDNETICS INC				
INV-144483	VOIP STD/ANALOG USER CHARGES MNTHLY OCT'26 (FY27)			$2,846.38
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - VOIP	2,846.38	
		Total For: EDNETICS INC		**$2,846.38**
Vendor: EMSCONNECT				
16517	EMS & FIRE TRAINING SUBSCRIPTIONS (15) OCT'26 (FY27) (5 VOLUNTEERS)			$112.50
	FIRE DEPARTMENT - SANDPOINT	TRAINING AND TRAVEL	75.00	
	FIRE DEPARTMENT - SANDPOINT	TRAINING AND TRAVEL	37.50	
		Total For: EMSCONNECT		**$112.50**
Vendor: FATBEAM LLC				
76114	INTERNET SRVCS - CITY HALL OCT'26			$643.75
	INFORMATION TECHNOLOGY DIVISION	INTERNET - FIBER/T1	643.75	
76283	FIBER MNTHLY INTERNET SVC AT JER - OCT'26			$395.00
	JAMES E. RUSSELL SPORTS CENTER FACILITY	INTERNET - FIBER/T1	395.00	
		Total For: FATBEAM LLC		**$1,038.75**
Vendor: FERGUSON ENTERPRISES LLC				
WP090955-1	WD: FIRE HYDRANT BLEED VALVE			$166.52
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	166.52	
		Total For: FERGUSON ENTERPRISES LLC		**$166.52**
Vendor: GENERAL PACIFIC INC				
1551805	WD: 3" PLATE STRAINER			$717.00
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	717.00	
		Total For: GENERAL PACIFIC INC		**$717.00**
Vendor: GRAINGER INC				
9105391412	WWTP: LAUNDRY DETERGENT, GLASS CLEANER (12), KITCHEN CLEANER & POT			$301.39
	WASTEWATER TREATMENT	CLEANING SUPPLIES	301.39	
9107949043	WWTP: SHARPIE GEL PENS (24)			$37.90
	WASTEWATER TREATMENT	OFFICE SUPPLIES/EQUIPMENT	37.90	
9107949050	WWTP: LOCKSET LEVERS (2)			$196.96
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	196.96	
		Total For: GRAINGER INC		**$536.25**
Vendor: GREATER SANDPOINT CHAMBER COMMERCE				
125031	CHAMBER OF COMMERCE MMBRSHP - 2027			$200.00
	CENTRAL SERVICES DEPARTMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	200.00	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
		Total For: GREATER SANDPOINT CHAMBER COMMERCE		**$200.00**
Vendor: HACH COMPANY				
15202159	WTP: TURBIDITY SOLUITION 500 ML			$163.35
	WATER TREATMENT	LABORATORY SUPPLIES	163.35	
		Total For: HACH COMPANY		**$163.35**
Vendor: HENRY SCHEIN INC				
63009061	FIRE: MEDICAL SUPPLIES - FIRE VOLUNTEER PROGAM			$28.34
	FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	28.34	
		Total For: HENRY SCHEIN INC		**$28.34**
Vendor: HMH ENGINEERING				
GS025-16-13	HMH CITY ENG SERV THRU SEP-30-2026 (A25-2410-6)			$5,733.00
	PUBLIC WORKS ADMINISTRATION	OTHER PROF SERVICE - ENGINEERING/ARCHITE	5,733.00	
M26006-04	ENGINEERING SERV FOR RV PARK & BEACH LOT THRU 08/23/26			$29,050.25
	CITY BEACH RV PARK	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	22,475.72	
	CITY BEACH RV PARK	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	1,182.93	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	5,391.60	
M26006-05	ENGINEERING SERV FOR RV PARK & BEACH LOT THRU 09/30/26			$45,981.80
	CITY BEACH RV PARK	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	38,574.42	
	CITY BEACH RV PARK	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	2,030.23	
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	5,377.15	
M24005-23	CEDAR STREET RECONSTRUCTION SERVICES THRU 08/23/26			$12,944.06
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	5,436.50	
	STREET CAPITAL & PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	1,372.07	
	WATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	3,236.02	
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	2,899.47	
M24005-24	CEDAR STREET RECONSTRUCTION SERVICES THRU 09/30/26			$13,351.80
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	5,607.76	
	STREET CAPITAL & PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	1,415.29	
	WATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	3,337.95	
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	2,990.80	
		Total For: HMH ENGINEERING		**$107,060.91**
Vendor: INLAND FOREST MANAGEMENT INC				
000687	FOREST MANAGEMENT THRU 09/30/2026 (FY26)			$360.00
	WATER CAPITAL PROJECTS	TECH SERVICES - TIMBER SALES & LAND MGMT	360.00	
000679	TIMBER SALE PREPARATION WORK FY26			$10,0

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WATER CAPITAL PROJECTS	TECH SERVICES - TIMBER SALES & LAND MGMT	10,000.00	
		Total For: INLAND FOREST MANAGEMENT INC		**$10,360.00**
Vendor: INNOVATE! INC.				
20220.00-3	A25-1920-4 GIS SUPPORT SERVICES - SEP'26 (FY26)			$2,554.80
	INFORMATION TECHNOLOGY DIVISION	TECH SERVICES - GIS SERVICES	1,280.66	
	WATER DISTRIBUTION	TECH SERVICES - GIS SERVICES	637.07	
	WASTEWATER COLLECTIONS	TECH SERVICES - GIS SERVICES	637.07	
		Total For: INNOVATE! INC.		**$2,554.80**
Vendor: INSIGHT DISTRIBUTING INC				
0555754-IN	WTP: CLOROX CLEANER (1), PAPER TOWEL CASE (1) FANTASTIK DISNFCT/DEGR			$105.35
	WATER TREATMENT	FACILITY SUPPLIES	105.35	
		Total For: INSIGHT DISTRIBUTING INC		**$105.35**
Vendor: INTERSTATE CONCRETE & ASPHALT				
1166042	WD: HOT ASPHALT MIX (5.73 TONS) 9/22/2026			$504.24
	WATER DISTRIBUTION	ROADWAY/PATH SUPPLIES/EQUIPMENT	504.24	
1168198	WD: HOT ASPHALT MIX (4.92 TONS) 09/30/2026			$432.96
	WATER DISTRIBUTION	ROADWAY/PATH SUPPLIES/EQUIPMENT	432.96	
1164116	WD: HOT ASPHALT MIX (10.08 TONS) 9/16/2026			$887.04
	WATER DISTRIBUTION	ROADWAY/PATH SUPPLIES/EQUIPMENT	887.04	
1164450	WD: HOT ASHPALT MIX (7.66 TONS) 9/17/2026			$674.08
	WATER DISTRIBUTION	ROADWAY/PATH SUPPLIES/EQUIPMENT	674.08	
755244-FINAL	PINE ST. MILL AND FILL A25-3100-3 PAYAPP 3 FINAL			$4,173.80
	STREET CAPITAL & PROJECTS	CONSTRUCTION SERVICES - NON CAPITAL	4,173.80	
1169547	ST: ELASTI-PATCH MIX (28.67 TONS) 10/06/2026			$3,944.99
	STREET MAINTENANCE DIVISION	ROADWAY/PATH SUPPLIES/EQUIPMENT	3,944.99	
		Total For: INTERSTATE CONCRETE & ASPHALT		**$10,617.11**
Vendor: IPS GROUP, INC.				
INV131205	IPS: PARKING METER FEES - SEPT'26 (FY26)			$664.30
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	664.30	
INV130775	IPS: PERMIT VALIDATION, ISSUE & PARKING ENF. FEES - SEPT'26 (FY26)			$3,236.50
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	3,236.50	
INV128752	IPS: PARKING METER FEES - JULY'26 (FY26)			$2,036.30
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	2,036.30	
		Total For: IPS GROUP, INC.		**$5,937.10**
Vendor: JARED RYAN SUNDBERG				
2514	FIRE: WATER PUMP REPLACEMENT 1141 (FY26)			$2,6

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	2,600.00	
		Total For: JARED RYAN SUNDBERG		**$2,600.00**
Vendor: J-U-B ENGINEERS INC				
200368	STORMWATER MGT STUDY - 06/28/2026 - 08/29/2026 (FY26)			$1,272.50
	WASTEWATER CAPITAL PROJECTS	STORMWATER MASTER/SYSTEM PLANNING	1,018.00	
	STREET CAPITAL & PROJECTS	STORMWATER MASTER/SYSTEM PLANNING	254.50	
200880	STORMWATER MGT STUDY - 08/30/2026 - 09/30/2026 (FY26)			$6,798.70
	WASTEWATER CAPITAL PROJECTS	STORMWATER MASTER/SYSTEM PLANNING	5,438.96	
	STREET CAPITAL & PROJECTS	STORMWATER MASTER/SYSTEM PLANNING	1,359.74	
		Total For: J-U-B ENGINEERS INC		**$8,071.20**
Vendor: KELLER ASSOCIATES INC				
0000257989	WWTP PRELIMINARY ENGINEER REPORT 07/01/26 - 09/30/2026			$47,568.60
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	25,001.30	
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	22,567.30	
0000257850	WWTP: S. BOYER LIFT STATION 07/26/26 - 08/22/26			$14,082.50
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	14,082.50	
0000257988	WWTP: S. BOYER LIFT STATION 08/23/26 - 09/30/26			$30,541.19
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	30,541.19	
		Total For: KELLER ASSOCIATES INC		**$92,192.29**
Vendor: LAKE CITY LAW GROUP PLLC				
48003	LEGAL SVCS: GENERAL COUNSEL SEP'26			$14,940.00
	LEGAL	OTHER PROF SERVICE - LEGAL - CIVIL	14,940.00	
		Total For: LAKE CITY LAW GROUP PLLC		**$14,940.00**
Vendor: LARSEN FIRE APPARATUS INC				
3450	ANNUAL APPARATUS PUMP SERVICE TESTING (FY26)			$950.00
	FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	950.00	
		Total For: LARSEN FIRE APPARATUS INC		**$950.00**
Vendor: Legacy Heating and Cooling				
39310532	WTP: SERVER ROOM HVAC REPAIR (FY26)			$580.50
	WATER TREATMENT	SERVICES - BUILDING - R&M	580.50	
39833511	ANNUAL FILTER CHANGE & FURNACE INSPECTION - COMMUNITY HALL			$300.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - BUILDING - R&M	300.00	
		Total For: Legacy Heating and Cooling		**$880.50**
Vendor: MARY BERRYHILL				
1031237	DISMISSED CITATION REFUND CIT 1031237			$

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	UNCLASSIFIED	PARKING FINES	50.00	
		Total For: MARY BERRYHILL		**$50.00**
Vendor: MCHUGH BROMLEY PLLC				
1000 5409	WATER RIGHTS PRE-ADJ WORK/REVIEW - SEPT'26 (FY26)			$798.00
	WATER DISTRIBUTION	OTHER PROF SERVICE - LEGAL - CIVIL	798.00	
		Total For: MCHUGH BROMLEY PLLC		**$798.00**
Vendor: MES SERVICE COMPANY				
IN2601055	FIRE: FLEXTECH QTR ZIP FOR VOLUNTEERS (6) & CREW SHIRTS (6) FY26			$716.14
	FIRE DEPARTMENT - SANDPOINT	UNIFORM & CLOTHING	716.14	
IN2579867	FIRE: VOLUNTEER UNIFORMS (1)			$131.08
	FIRE DEPARTMENT - SANDPOINT	UNIFORM & CLOTHING	131.08	
		Total For: MES SERVICE COMPANY		**$847.22**
Vendor: MILL VILLAGE LLC				
A26-3100-6	2026 SNOW STORAGE LEASE PAYMENT			$6,500.00
	STREET MAINTENANCE DIVISION	RENTAL OF LAND AND BUILDING	6,500.00	
		Total For: MILL VILLAGE LLC		**$6,500.00**
Vendor: MOMENTUM INK LLC				
34788	FIRE: UNIFORM PRINTING FOR VOLUNTEERS UNIFORMS			$395.00
	FIRE DEPARTMENT - SANDPOINT	UNIFORM & CLOTHING	395.00	
		Total For: MOMENTUM INK LLC		**$395.00**
Vendor: MOTOROLA SOLUTIONS INC				
1187182759	ERS FIRE & EMS RECORDS INTERFACE MAINT: 1/11/25-1/10/26			$539.93
	INFORMATION TECHNOLOGY DIVISION	PUBLIC SAFETY-MOTOROLA/ERS-CAD/WATCHGUAR	539.93	
1187182761	ERS FIRE & EMS RECORDS INTERFACE MAINT: 1/11/26-1/10/27			$561.53
	INFORMATION TECHNOLOGY DIVISION	PUBLIC SAFETY-MOTOROLA/ERS-CAD/WATCHGUAR	561.53	
		Total For: MOTOROLA SOLUTIONS INC		**$1,101.46**
Vendor: NAPA AUTO PARTS				
300658	WD: CATALYTIC CLEANER - RAM 1500			$23.51
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	23.51	
302605	WTP: SCREW EXTRACTOR KIT			$14.78
	WATER TREATMENT	TOOLS	14.78	
295513	WWTP: PARKS CLEANER (24)			$83.76
	WASTEWATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	83.76	
301900	WWTP: HEAVY DUTY STARTING BATTERY (2)			$408.30
	WASTEWATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	408.30	
302627	WWTP: WIPER BLADES 20" (2) & 24" (2)			$61.00

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WASTEWATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	61.96	
302331	PARKS: BATTERY FOR HUSKY, OIL FILTER & SPARK PLUG FOR EQUIPMENT			$147.23
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	147.23	
302462	PARKS: BATTERY FOR KUBOTA & OIL FILTER FOR HUSKY			$75.34
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	75.34	
		Total For: NAPA AUTO PARTS		**$814.88**
Vendor: NEOGOV				
INV-170877	INSIGHT AND GOVERMENTJOBS.COM SUBSCRIPTION 11/23/26-11/22/27			$7,762.21
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - HUMAN RESOURCES	6,361.36	
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - HUMAN RESOURCES	1,400.85	
		Total For: NEOGOV		**$7,762.21**
Vendor: NORTH 40 OUTFITTERS				
CINV-000058175	WWTP: 1/3 HP SUMP PUMPS (2)			$379.98
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	379.98	
		Total For: NORTH 40 OUTFITTERS		**$379.98**
Vendor: NORTH POINT TRENCHLESS LLC				
A26-3257-4-2	SEWER LATERAL TAP REPLACEMENT PROJECT - PAY APP 2			$3,695.50
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	3,695.50	
		Total For: NORTH POINT TRENCHLESS LLC		**$3,695.50**
Vendor: NORTHERN LIGHTS				
50242287 08/28/	ST: GRANDVIEW ST LIGHTS 50242287 08-28-26 (FY26)			$24.22
	STREET MAINTENANCE DIVISION	ELECTRICITY	24.22	
50242287 09/29/	ST: GRANDVIEW ST LIGHTS 50242287 09-29-26 (FY26)			$27.18
	STREET MAINTENANCE DIVISION	ELECTRICITY	27.18	
50278925 09/29/	ST: SPRING HAVEN LIGHTS (BOYER & JENNY) 50278925 09-29-26 (FY26)			$49.89
	STREET MAINTENANCE DIVISION	ELECTRICITY	49.89	
50430350 09/29/	WWC: ELECTRICITY 3200 GREAT NORTHERN RD 50430350 09/29/26 (FY26)			$50.92
	WASTEWATER COLLECTIONS	ELECTRICITY	50.92	
3521201 09/29/2	WWC: BOYER AVE JAIL LFT STN N ELECTRIC 09-25-26 (FY26)			$66.65
	WASTEWATER COLLECTIONS	ELECTRICITY	66.65	
3521202 09/29/2	WWC: ELECTRICITY AIRPRK LIFT STATION 3521202 09-29-26 (FY26)			$59.55
	WASTEWATER COLLECTIONS	ELECTRICITY	59.55	
3521200 09/29/2	WWC: ANNUAL SECURITY/YARD LIGHTS - FY'26			$1,200.96
	WASTEWATER COLLECTIONS	ELECTRICITY	1,200.96	
94200 09/29/202	WTP: 856 SCHWEITZER MOUNTAIN RD 94200 09-29-26 (FY26)			$3
	WATER TREATMENT	ELECTRICITY	397.40	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
94201 09/29/202	WTP: 300 WOODLAND DR ELECTRIC 94201 09-29-26 (FY26)			$204.47
	WATER TREATMENT	ELECTRICITY	204.47	
94202 09/29/202	WTP: 295 WOODLAND DR ELECTRIC 09-29-26 (FY26)			$95.57
	WATER TREATMENT	ELECTRICITY	95.57	
3521203 09/29/2	BALDY MNT RADIO SITE 1 ELECTRIC 3521203 09/29/26 (FY26)			$99.04
	GENERAL GOVERNMENT PROJECTS	ELECTRICITY	99.04	
		Total For: NORTHERN LIGHTS		**$2,275.85**
Vendor: ONE CALL CONCEPTS, INC				
60923017	WD/SC: UTILITY LOCATOR SERVICES SEPT'26			$229.32
	WATER DISTRIBUTION	TELEPHONE - LANDLINE & OTHER	114.66	
	WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	114.66	
		Total For: ONE CALL CONCEPTS, INC		**$229.32**
Vendor: OXARC INC				
0062354919	WTP: CI (9) SMALL (3) & H. PRESSURE (1) CYL RENTALS (FY26)			$172.65
	WATER TREATMENT	CHEMICAL SUPPLIES	172.65	
0062353176	WWTP: CI (13) SMALL (1) & GASES (6) H. PRESSURE (3) L. PRESSURE (2) CYL REN			$176.55
	WASTEWATER TREATMENT	CHEMICAL SUPPLIES	176.55	
		Total For: OXARC INC		**$349.20**
Vendor: PASSPORT LABS INC				
INV-1063436	PARKING TICKET SOFTWARE SVCS - SEPT 2026			$1,076.06
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	1,076.06	
		Total For: PASSPORT LABS INC		**$1,076.06**
Vendor: PASSWORD ANSWER SERVICE INC				
000041-771-651	ANSWERING SERVICES AGREEMENT OCT'26 (FY27)			$191.25
	PUBLIC WORKS ADMINISTRATION	TELEPHONE - LANDLINE & OTHER	191.25	
		Total For: PASSWORD ANSWER SERVICE INC		**$191.25**
Vendor: PITNEY BOWES GLOBAL FINANCIAL SERVI				
10092026	8000-9090-1136-9332 - POSTAGE REFILL - OCT 2026 (FY27)			$350.00
	CENTRAL SERVICES DEPARTMENT	POSTAGE	350.00	
		Total For: PITNEY BOWES GLOBAL FINANCIAL SERVI		**$350.00**
Vendor: PLACE LANDSCAPING ARCHITECTURE, LLC				
INV5252	EUCLID WATERFRONT PARK - PH 1 TASK 1&2 100% COMPLETE			$1,650.00
	PARK MAINTENANCE & CAPITAL	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	1,650.00	
		Total For: PLACE LANDSCAPING ARCHITECTURE, LLC		**$1,650.00**
Vendor: PSI WATER TECHNOLOGIES INC				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
INV0010080	WTP: HYPOCHLORITE GENERATION QTLY SERVICE (FY27)			$6,000.00
	WATER TREATMENT	SERVICES - BUILDING - R&M	6,000.00	
INV0009704	WTP: CHLORINE GENERATOR LABOR/TRAVEL FOR PURCHASED PARTS			$5,600.00
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	1,800.00	
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	3,800.00	
INV0009988	WTP: GENERATOR PARTS KIT (AIR FLOW SWITCH)			$7,410.96
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	7,260.00	
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	150.96	
		Total For: PSI WATER TECHNOLOGIES INC		**$19,010.96**
Vendor: RECTRAC LLC				
VS022295	RECREATION & PARKS MGM SOFTWARE 10/1/26-9/30/27			$10,080.00
	RECREATION	SOFTWARE/SAAS - RECTRAC/REC1/TEAMSIDELIN	1,211.61	
	PARK MAINTENANCE & CAPITAL	SOFTWARE/SAAS - RECTRAC/REC1/TEAMSIDELIN	4,749.70	
	PARK MAINTENANCE & CAPITAL	SOFTWARE/SAAS - RECTRAC/REC1/TEAMSIDELIN	1,802.30	
	PARK MAINTENANCE & CAPITAL	SOFTWARE/SAAS - RECTRAC/REC1/TEAMSIDELIN	540.30	
	CITY BEACH RV PARK	SOFTWARE/SAAS - RECTRAC/REC1/TEAMSIDELIN	1,776.09	
		Total For: RECTRAC LLC		**$10,080.00**
Vendor: REHN & ASSOCIATES				
INV-00214442	COBRA LETTER NOTICE - W. ALBIN & D. SAWYER			$56.00
	CENTRAL SERVICES DEPARTMENT	OTHER PROF SERVICE - HUMAN RESOURCES	56.00	
		Total For: REHN & ASSOCIATES		**$56.00**
Vendor: RENATE BENN-WILDE				
1021496	DISMISSED CITATION REFUND #1021496			$50.00
	UNCLASSIFIED	PARKING FINES	50.00	
		Total For: RENATE BENN-WILDE		**$50.00**
Vendor: Sand Creek Tree Service				
856	TREE PRUNING AND REMOVAL FY26 - MEMORIAL			$13,930.00
	PARK MAINTENANCE & CAPITAL	TECH SERVICES - ARBORIST/URBAN FORESTER	13,930.00	
		Total For: Sand Creek Tree Service		**$13,930.00**
Vendor: SANDPOINT SUPER DRUG				
41388/1	SHOP: TRASH BAGS (1) TOILET BOWL CLEANER (2) SCRUB BUBL (2)			$28.04
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	9.35	
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	9.34	
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	9.35	
		Total For: SANDPOINT SUPER DRUG		**$**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: SELKIRK PRESS INC				
23997	FIRE: INSPECTION FORMS (500)			$346.50
	FIRE DEPARTMENT - SANDPOINT	PRINTING AND BINDING	346.50	
		Total For: SELKIRK PRESS INC		**$346.50**
Vendor: SELKIRK SPORT, LLC				
SI-2275374	JER: PADDLES (9) CLEANER (10) BAGS (6) HATS (10) TOWELS (10) BALLS - JER RE			$1,370.86
	JAMES E. RUSSELL SPORTS CENTER FACILITY	RETAIL/METER SUPPLIES/EQUIPMENT	1,370.86	
		Total For: SELKIRK SPORT, LLC		**$1,370.86**
Vendor: SOUTH FORK HARDWARE (FIRE)				
438894	FIRE: 14.1 OZ PROPANE CYLINDER FOR TORCH (2)			$14.58
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	14.58	
		Total For: SOUTH FORK HARDWARE (FIRE)		**$14.58**
Vendor: SOUTH FORK HARDWARE (PARKS)				
439365	PARKS: COMET 21OZ (2), BATTERY (4 PK), CBL TIES (400) - MEMORIAL			$55.93
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	55.93	
438960	PARKS: 4 GAL & 32 GAL TRASH BAGS - MEMORIAL			$82.96
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	82.96	
		Total For: SOUTH FORK HARDWARE (PARKS)		**$138.89**
Vendor: SOUTH FORK HARDWARE (PUB WKS)				
439328	WWTP: DIESEL TANK SUPPLIES - GALV COUPLING & NIPPLE			$5.08
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	5.08	
439226	WWTP: RODENT TRAPS & BAIT			$14.48
	WASTEWATER TREATMENT	FACILITY SUPPLIES	14.48	
		Total For: SOUTH FORK HARDWARE (PUB WKS)		**$19.56**
Vendor: STANTEC CONSULTING SERVICES INC				
2621766	WWTP: ENGR SERVICES THRU SEPT 4TH 2026			$7,866.25
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	7,866.25	
2626357	WWTP: ENGR SERVICES THRU SEPT 30TH 2026			$7,657.50
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	7,657.50	
		Total For: STANTEC CONSULTING SERVICES INC		**$15,523.75**
Vendor: SUN RENTAL CENTER INC				
305976	BEACH: SOD CUTTER RENTAL - VOLLEYBALL COURT PROJECT			$137.01
	PARK MAINTENANCE & CAPITAL	RENTAL OF EQUIPMENT AND VEHICLES	137.01	
		Total For: SUN RENTAL CENTER INC		**$137.01**
Vendor: TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
5922531-202609	SPD: TRANSUNION - BACKGROUND CHECK SERVICES SEPT'26			$135.00
	POLICE DEPARTMENT	BACKGROUND CHECK SERVICES	135.00	
		Total For: TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC		**$135.00**
Vendor: USA BLUE BOOK				
INV01055593 FR	WWTP: FREIGHT FOR METER PROBES (2)			$22.88
	WASTEWATER TREATMENT	LABORATORY SUPPLIES	22.88	
		Total For: USA BLUE BOOK		**$22.88**
Vendor: VITRUVIAN PLANNING LLC				
2026-99	A26-2400-1 ADA TRANSITION PLAN UPDATE - 5			$1,600.00
	COMMUNITY DEVELOPMENT ADMINISTRATION	ADA PLANNING SERVICES	1,600.00	
		Total For: VITRUVIAN PLANNING LLC		**$1,600.00**
Vendor: WASTE MANAGEMENT OF IDAHO INC				
0247895-1827-1	CITY PROPERTY REFUSE/WASTE CHARGES SEP'26			$5,870.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	DISPOSAL (GARBAGE) SERVICES	720.00	
	WASTEWATER TREATMENT	DISPOSAL (GARBAGE) SERVICES	160.00	
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	480.00	
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	480.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	DISPOSAL (GARBAGE) SERVICES	50.00	
	PUBLIC WORKS ADMINISTRATION	DISPOSAL (GARBAGE) SERVICES	300.00	
	WATER TREATMENT	DISPOSAL (GARBAGE) SERVICES	320.00	
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	3,360.00	
		Total For: WASTE MANAGEMENT OF IDAHO INC		**$5,870.00**
Vendor: WELCH COMER & ASSOCIATES INC				
44050030-010	DOWNTOWN REV. ENG SERVICES 08/22/2026 THRU 09/30/2026			$55,168.50
	WATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	3,430.00	
	STREET CAPITAL & PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	51,738.50	
44050030-009	DOWNTOWN REV. ENG SERVICES 07/19/2026 THRU 08/22/2026			$31,555.44
	WATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	590.00	
	STREET CAPITAL & PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	30,965.44	
		Total For: WELCH COMER & ASSOCIATES INC		**$86,723.94**
Vendor: WITMER PUBLIC SAFETY GROUP INC				
INV970773	FIRE: RETRACTABLE LANYARD FOR TIC (FY27)			$114.61
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	114.61	
		Total For: WITMER PUBLIC SAFETY GROUP INC		**$114.61**
Vendor: WM CORPORATE SERVICES, INC.				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
62500-95006 OC	REFUSE AND WASTE CHRGS OCT- 2026 - FY27			$56,470.36
	SANITATION/GARBAGE COLLECTION	TECH SERVICES - GARBAGE REMOVAL	56,470.36	
		Total For: WM CORPORATE SERVICES, INC.		**$56,470.36**
Vendor: WOOD'S CRUSHING & HAULING INC				
61055	WD: 3/4- GRAVEL (12.25 TONS) - SEPT HAULS			$375.49
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	375.49	
		Total For: WOOD'S CRUSHING & HAULING INC		**$375.49**

Payables Grand Total: $603,594.11

Councilor Signature: _____ Date: _____

Councilor Name: **PAM DUQUETTE**

AGENDA REPORT

City Council Meeting

TODAY'S DATE: 10-01-2026

MEETING DATE: 10-21-2026

TO: Mayor and City Council6 Pa

FROM: Police Chief Corey Coon

SUBJECT: Purchase of Patrol Vehicles

DESCRIPTION/BACKGROUND:

Our aging patrol fleet has become increasingly costly to maintain, with frequent repairs, rising maintenance expenses, and increasing fuel costs. The vehicles proposed for replacement have accumulated between 120,000 and more than 150,000 miles on their odometers, with total vehicle usage—including idle time—estimated at approximately 180,000 to 210,000 miles.

The Sandpoint Police Department is requesting the purchase of six (6) new Ford Police Interceptor hybrid vehicles to replace these aging patrol units. These vehicles provide the performance and capabilities required for police operations while offering significantly improved fuel efficiency. Based on our estimates, the hybrid vehicles could reduce fuel expenses by at least 30 percent compared with the vehicles they replace.

These savings would help offset the cost of operating the patrol fleet and allow funds to be redirected toward other department priorities. Additionally, replacing high-mileage vehicles should reduce the frequency and cost of repairs, improve fleet reliability, and provide officers with dependable vehicles for daily patrol operations.

The transition to hybrid patrol vehicles also provides an opportunity to reduce the department's environmental impact. Improved fuel efficiency will reduce fuel consumption and associated emissions, contributing to a lower carbon footprint and improved air quality within our community.

With the Council's support for the purchase of these six (6) Ford Police Interceptor hybrids, the Sandpoint Police Department will have a total of eleven (11) hybrid patrol vehicles in its fleet. This represents a significant step toward a more efficient, sustainable, and fiscally responsible patrol fleet while maintaining the operational capabilities necessary to serve our community effectively.

I appreciate the Council's continued support of the Sandpoint Police Department and its commitment to providing our officers with safe, reliable, and efficient equipment to serve the citizens of Sandpoint.

STAFF RECOMMENDATION: Recommend City Council to approve the purchase of 6 Ford Police Interceptor hybrids.

$44.827 per vehicle for a total of $268,962.00

ACTION:

City Council approves purchase of 6 Ford Police Interceptor Hybrids for a total of $268,962.00 from Mike White Ford.

WILL THERE BE ANY FINANCIAL IMPACT? Yes, in the FY2027 budget

HAS THIS ITEM BEEN BUDGETED? YES

ATTACHMENTS:

1st and recommended pricing

Preview Order M000 - K8A - Police Inter Utility AWD : Order Summary Time of Preview: 09/30/2026 12:39:20 Receipt: 9/30/2026

Dealership Name : Mike White Ford of Coeur d'Alene **Sales Code :** F74447

Dealer Rep.	Michael Hedden	**Type**	Fleet	**Vehicle Line**	Explorer	**Order Code**	M000
Customer Name	CITY OF SANDP	**Priority Code**	L4	**Model Year**	2027	**Price Level**	715

DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	$49050
.119 INCH WHEELBASE	$0
TOTAL BASE VEHICLE	$49050
OXFORD WHITE	$0
CLOTH BUCKETS/VINYL REAR SEATS	$0
ONYX INTERIOR	$0
EQUIPMENT GROUP 500A	$0
.FM STEREO	$0
.3.3L HYBRID ENGINE	$0
.10-SP MODULR HYBRD AUTO TRN	$0
FORD FLEET SPECIAL ADJUSTMENT	$0
SPOT LAMP LED DR - WHELEN	$470

DESCRIPTION	MSRP
KEYED ALIKE -KEY CODE B	$50
NOISE SUPPRESSION BOND STRAPS	$100
DEFLECTOR PLATE	$340
PRICE CONCESSION INDICATOR	$0
REMARKS TRAILER	$0
50 STATE EMISSIONS	$0
SPECIAL DEALER ACCOUNT ADJUSTM	$0
SPECIAL FLEET ACCOUNT CREDIT	$0
FUEL CHARGE	$0
NET INVOICE FLEET OPTION (B4A)	$0
PRICED DORA	$0
ADVERTISING ASSESSMENT	$0
DESTINATION & DELIVERY	$1795

	MSRP
TOTAL BASE AND OPTIONS	$51805
DISCOUNTS	NA
TOTAL	$51805

AS OF 9/30/26 ORDER TO DELIVERY ETA IS 12+ WEEKS FOR EXPLORER

TOTAL PRICE FOR CITY OF SANDPOINT $44,827

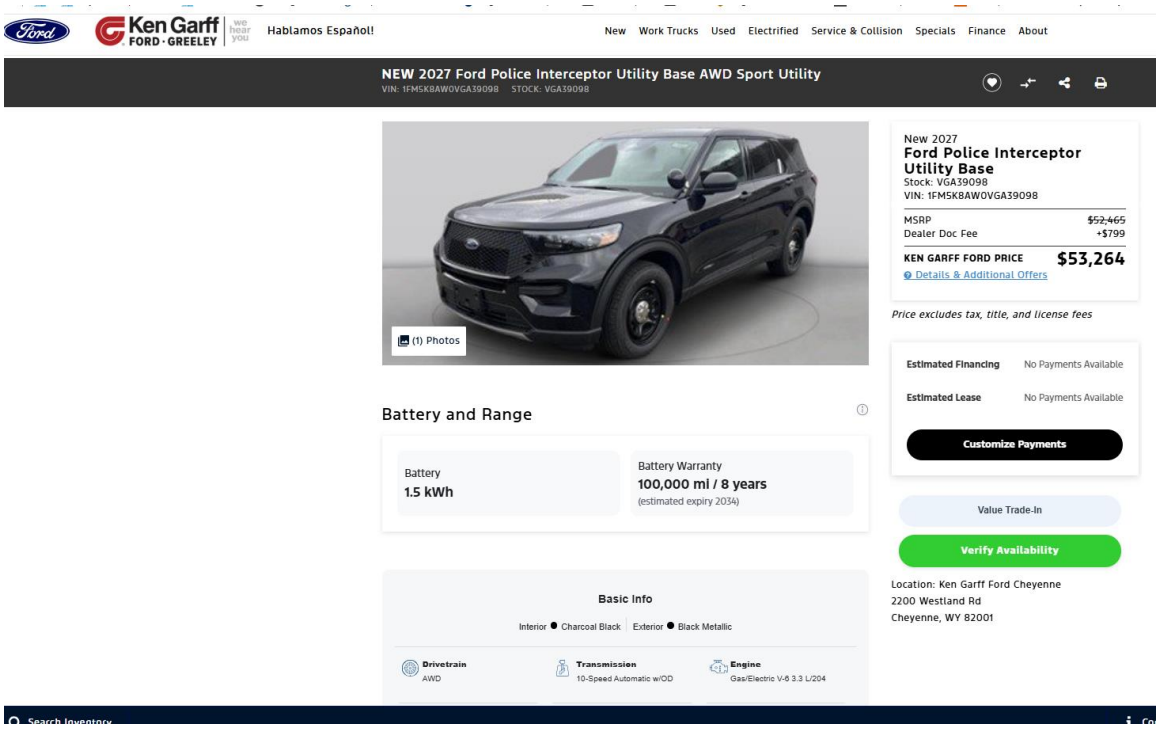
Price includes GPC for City of Sandpoint using FIN QN316 - Referencing the Idaho state bid.

*** **2027MY ORDER ONLY**

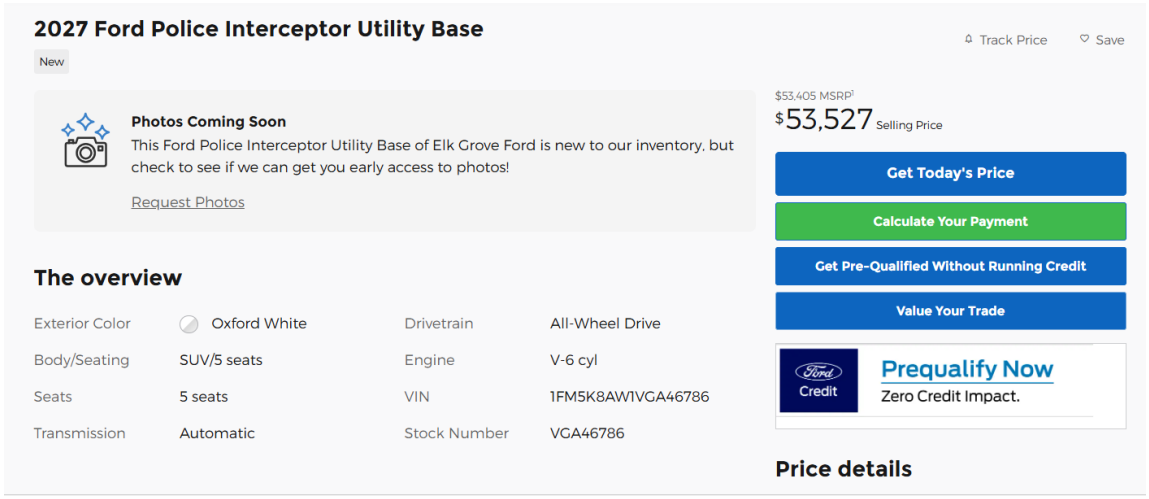
I ACCEPT ALL OPTIONS AND PRICING FOR THIS VEHICLE AS CONFIGURED ON THIS BUILD SHEET. MY SIGNATURE FOR THIS ORDER SERVES AS CONFIRMATION OF MY INTENTION TO PURCHASE THIS VEHICLE WHEN IT ARRIVES.

X_____

2nd Pricing



3rd Pricing



4th Pricing

SOUTHERN CALIFORNIA PROUD

PICK UP & DELIVERY | GET PRE-APPROVED

NEW FORD | EV & HYBRID | USED CARS | FLEET | SPECIALS | FINANCE | SELL/TRADE | PARTS & SERVICE | ABOUT US

HOME / NEW INVENTORY / NEW / 2027 / FORD / POLICE INTERCEPTOR UTILITY / 1FM5K8AW3VGA32114

New 2027 Ford Police Interceptor Utility

VIN: 1FM5K8AW3VGA32114
Stock #: 27F042

$55,357



Vehicle Details

Trans: 10-Speed Automatic w/OD
Engine: 6 Cylinders
Drivetrain: All Wheel Drive

Fuel Type: Hybrid
Ext. Color: Agate Black
Int. Color: Charcoal Black

VIEW ALL TECHNICAL SPECIFICATIONS
VIEW WINDOW STICKER

MSRP	**$55,235**
EFF	+$37
CA Doc Prep	+$85
Sale Price	**$55,357**

No: 26-
Date: October 21, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: **AUTHORIZING THE PURCHASE OF SIX (6) FORD POLICE INTERCEPTOR HYBRID VEHICLES FROM MIKE WHITE FORD, LLC - PURCHASE ORDER 27-1924**

WHEREAS: The Sandpoint Police Department's aging patrol fleet requires increasingly frequent repairs and incurs rising maintenance and fuel costs;

WHEREAS: The six patrol vehicles proposed for replacement have accumulated between 120,000 and more than 150,000 odometer miles, with total usage, including idle time, estimated at approximately 180,000 to 210,000 miles;

WHEREAS: The purchase of six (6) Ford Police Interceptor hybrid vehicles will improve fleet reliability, reduce maintenance costs, and provide dependable vehicles for daily patrol operations;

WHEREAS: The hybrid vehicles are expected to reduce fuel expenses by at least 30 percent compared with the vehicles being replaced, resulting in operational savings and reduced emissions;

WHEREAS: The purchase will increase the Sandpoint Police Department's hybrid patrol fleet to eleven (11) vehicles, supporting greater fuel efficiency, environmental sustainability, and fiscal responsibility while maintaining necessary police capabilities;

WHEREAS: Mike White Ford has offered the six (6) Ford Police Interceptor hybrid vehicles at a cost of $44,827 per vehicle, for a total purchase price of $268,962.00; and

WHEREAS: The City Council finds that replacing the aging patrol vehicles is in the best interest of the City to maintain a safe, reliable, and efficient police fleet.

NOW, THEREFORE, BE IT RESOLVED THAT: Purchase Order 24-1924 with Mike White Ford, LLC for the purchase of six (6) Ford Police Interceptor hybrid vehicles at a total cost of $268,962.00, is hereby approved, and City staff is authorized to proceed with the purchase.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee is hereby authorized, on behalf of the City, to execute this agreement.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Meri Jane Bohn, City Clerk

PURCHASE ORDER

CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. No.
10/01/2026	**27-1924**

SUPPLIER:

VENDOR: 004471

MIKE WHITE FORD LLC
315 W CLAYTON AVE
COEUR D ALENE, ID 83815-9293
PH: (208) 664-9211
EMAIL: KCASTLE@MIKEWHITEFORD.COM

SHIP TO:

CITY OF SANDPOINT
POLICE DEPARTMENT
1123 LAKE ST
SANDPOINT, ID 83864-1714

Description: 6-2027 K8A0 POLICE INTER UTILITY AWD EXPLORERS

Details: IDAHO STATE BID SBPO20268375

Internal Use Only: PRICE INCLUDES GPC FOR FIN QN316 USING IDAHO STATE BID SBPO20268375, PRICE COMPARISONS GATHERED WITH THREE OTHER DEALERS TO CONFIRM PROCUREMENT AND USE OF THE STATE BID PRICING

Item No.	QTY	Unit	Description	Unit Price	Amount
2027 K8A0 POLICE INTER UTIL AWD EXPLORER	6.00	Units	2027 K8A0 POLICE INTER UTIL AWD EXPLORER 01-2100-7742-0000-21099016	44,827.00 268,962.00	

Total:	$268,962.0

Subject to the Terms and Conditions Set By the City of Sandpoint
1. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
2. Purchases may not exceed the total amount of this order without prior approval.
3. Invoices and Packages must bear the Purchase Order Number above.
4. All Purchases are subject to a Net 30 payment term.
Visit www.sandpointidaho.gov for More Details

Date Printed: 10/02/2026

Authorized Signature

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 10 / 01 / 26

Date of meeting 10 / 21 / 26

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

Name of Citizen, Organization, Elected Official, or Department Head making request:
Chief Coon, Sandpoint Police

Address: 1123 lake street, Sandpoint ID

Phone number and email address: ccoon@sandpointpd.com - 265-1482

Authorized by: Corey Coon _____
name of City official *City official's signature*

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

Subject: Purchase Patrol Vehicles

Summary of what is being requested: Council approve purchase of 6 Ford Police Interceptors Hybrid from Mike White Ford: 44,827 per vehicle for a total of 268,962.00

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

1. Would there be any financial impact to the city? ☑ **Yes** ☐ **No**
   If yes, in what way? This purchase has been budget for out of the FY2027

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** ☑ **No**
   If yes, please specify and suggest a method to accomplish the plan: _____

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

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

This form must be submitted no later than 5 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

Sandpoint, Idaho September 2012

Preview Order M000 - K8A - Police Inter Utility AWD : Order Summary Time of Preview: 09/30/2026 12:39:20 Receipt: 9/30/2026

Dealership Name : Mike White Ford of Coeur d'Alene **Sales Code :** F74447

Dealer Rep.	Michael Hedden	**Type**	Fleet	**Vehicle Line**	Explorer	**Order Code**	M000
Customer Name	CITY OF SANDP	**Priority Code**	L4	**Model Year**	2027	**Price Level**	715

DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	$49050
.119 INCH WHEELBASE	$0
TOTAL BASE VEHICLE	$49050
OXFORD WHITE	$0
CLOTH BUCKETS/VINYL REAR SEATS	$0
ONYX INTERIOR	$0
EQUIPMENT GROUP 500A	$0
.FM STEREO	$0
.3.3L HYBRID ENGINE	$0
.10-SP MODULR HYBRD AUTO TRN	$0
FORD FLEET SPECIAL ADJUSTMENT	$0
SPOT LAMP LED DR - WHELEN	$470

DESCRIPTION	MSRP
KEYED ALIKE -KEY CODE B	$50
NOISE SUPPRESSION BOND STRAPS	$100
DEFLECTOR PLATE	$340
PRICE CONCESSION INDICATOR	$0
REMARKS TRAILER	$0
50 STATE EMISSIONS	$0
SPECIAL DEALER ACCOUNT ADJUSTM	$0
SPECIAL FLEET ACCOUNT CREDIT	$0
FUEL CHARGE	$0
NET INVOICE FLEET OPTION (B4A)	$0
PRICED DORA	$0
ADVERTISING ASSESSMENT	$0
DESTINATION & DELIVERY	$1795

	MSRP
TOTAL BASE AND OPTIONS	$51805
DISCOUNTS	NA
TOTAL	$51805

AS OF 9/30/26 ORDER TO DELIVERY ETA IS 12+ WEEKS FOR EXPLORER

TOTAL PRICE FOR CITY OF SANDPOINT $44,827

Price includes GPC for City of Sandpoint using FIN QN316 - Referencing the Idaho state bid.

***** 2027MY ORDER ONLY**

I ACCEPT ALL OPTIONS AND PRICING FOR THIS VEHICLE AS CONFIGURED ON THIS BUILD SHEET. MY SIGNATURE FOR THIS ORDER SERVES AS CONFIRMATION OF MY INTENTION TO PURCHASE THIS VEHICLE WHEN IT ARRIVES.

X_____

AGENDA REPORT

City Council Meeting

TODAY'S DATE: October 13, 2026

MEETING DATE: October 21, 2026

TO: MAYOR AND CITY COUNCIL

FROM: Rachel McKinley, Project Manager

SUBJECT: Construction Contract No. A26-3170-4 - Cedar Street Reconstruction Project; Proposed Change Order 1

BACKGROUND/ DESCRIPTION:

The Cedar Street Reconstruction project includes roadway, water main, stormwater, sidewalk, and street tree improvements between Division and Lincoln Avenues, along with stormwater conveyance on Lincoln Avenue from Cedar Street to Pine Street. City Council awarded the contract to Stewart Contracting, Inc. on June 3, 2026, for $2,097,705.

The project's construction is behind schedule and will not meet the original October 30, 2026 final completion date. Change Order No. 1 extends substantial completion to May 28, 2027, and final completion to June 30, 2027.

A November 27, 2026 milestone requires completion of the stormwater and fiber conduit work on Lincoln Avenue from Cedar Street to Pine Street and the water, stormwater, and roadway improvements on Cedar Street from Lincoln Avenue to Willow Drive. The contractor must also restore water service, provide safe pedestrian and vehicle access, temporarily patch the gas trench, and secure the site for winter shutdown.

The change order increases the contract by $19,986, resulting in a revised contract amount of $2,117,691. This includes $2,400 for additional tree maintenance performed on 10 trees during construction and $17,586 for temporary asphalt patching over Avista's gas main trench. The temporary patch is needed because the extended schedule postpones permanent paving until 2027. The time extension includes no additional compensation beyond the for temporary patching. Staff recommends the time extension and temporary asphalt patching to maintain safe access during winter shutdown and support successful completion of the project in 2027.

STAFF RECOMMENDATION:

Staff recommends approval of Change Order No. 1 to Contract A26-3170-4 with Stewart Contracting, Inc., increasing the contract by $19,986 and revising the contract times.

ACTION: Move to approve Change Order No. 1 and authorize the Mayor to sign.

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

ATTACHMENTS:

1. Proposed Resolution
2. Change Order #1
3. A26-3170-4 Contract

LINKS:

- Cedar Street Reconstruction: https://cleargov.com/idaho/bonner/city/sandpoint/projects/19631/cedar-street-reconstruction

No: 26-
Date: October 21, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: APPROVING CHANGE ORDER NO. 1 WITH STEWART CONTRACTING, INC., FOR THE CEDAR STREET RECONSTRUCTION PROJECT (AGREEMENT #A26-3170-4)

WHEREAS: The City Council awarded Contract No. A26-3170-4 to Stewart Contracting, Inc., on June 3, 2026, in the amount of $2,097,705 for the Cedar Street Reconstruction Project, which includes roadway, water main, stormwater, sidewalk, and street tree improvements between Division and Lincoln Avenues, as well as stormwater conveyance improvements on Lincoln Avenue from Cedar Street to Pine Street;

WHEREAS: Due to project delays, the contractor will not meet the original final completion date of October 30, 2026, and Change Order No. 1 extends the substantial completion date to May 28, 2027, and the final completion date to June 30, 2027;

WHEREAS: Change Order No. 1 establishes a November 13, 2026, milestone requiring completion of stormwater and fiber conduit work on Lincoln Avenue from Cedar Street to Pine Street, and water, stormwater, and roadway improvements on Cedar Street from Lincoln Avenue to Willow Drive, including restoration of water service, provision of safe pedestrian and vehicle access, temporary patching of the gas trench, and securing the site for winter shutdown;

WHEREAS: Change Order No. 1 increases the contract amount by $19,400, consisting of $2,400 for additional tree maintenance performed on 10 trees during construction and $17,000 for temporary asphalt patching over Avista's gas main trench, which is necessary to maintain safe access during winter shutdown because permanent paving will be deferred until 2027;

WHEREAS: The time extension provides no additional compensation beyond the amount provided for the temporary asphalt patching, and the revised contract amount will be $2,117,105; and

WHEREAS: City staff recommends approval of Change Order No. 1 to revise the contract completion dates, provide for the necessary temporary asphalt patching, maintain safe access during winter shutdown, and support successful completion of the Cedar Street Reconstruction Project in 2027.

NOW, THEREFORE, BE IT RESOLVED THAT: The City hereby approves Change Order No. 1 to Contract No. A26-3170-4 with Stewart Contracting, Inc., for the Cedar Street Reconstruction Project, increasing the contract amount by $19,400 to a revised total of $2,117,105 and extending the substantial completion date to May 28, 2027, and the final completion date to June 30, 2027.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee is hereby authorized, on behalf of the City, to execute this agreement.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Meri Jane Bohn, City Clerk

CITY OF SANDPOINT
Public Works
CONTRACT CHANGE ORDER

Date: **10/21/2026**

Cedar Street Reconstruction Project

Change Order No: **1**

Contractor: **Stewart Contracting Inc.**

Project No: **A26-3170-4**

This change order shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays and inefficiency, related to any Work either covered or affected by the change, including all direct, indirect, impact, reduced productivity, costs due to extended schedule duration and any other claim by Contractor. By signing this change order, the Contractor waives any additional entitlement to additional compensation or schedule extension.
Exhibit A is attached solely to identify the matters resolved by this Change Order. Its inclusion does not constitute Owner's acceptance of Contractor's factual assertions, assignment of responsibility, or claimed entitlement. If Exhibit A conflicts with this Change Order, this Change Order controls.

The following changes to the contract documents are issued:

Item	*Description*	*Change In Contract Price*
1.1 201.4.1.H.1	***Scope:*** *Add the following scope:* Tree Maintenance - 10 EA @ 240.00/EA ***Justification:*** Added at City request to prune trees that were not originally identified for protection during construction activities in the Contract Documents. Tree growth since design increased the potential for construction impacts, requiring additional protection measures.	$2,400.00
1.3	***Scope:*** *Modify Article 4 - Contract Times (4.02-3) of the Agreement as follows:* 4.02 Contract Times: Dates A. The Work will be substantially complete on or before May 28, 2027, and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 30, 2027. 4.03 Milestones A. Contractor shall complete as defined in Supplementary Conditions Paragraph 19.04, 1. Milestone 1 on or before October 30, 2026, 2. Milestone 2 on or before November 6, 2026, 3. Milestone 3 on or before November 27, 2026, B. The Milestone completion date shall be considered a Contract Time. ***Justification:*** The Contractor requested a contract time extension and provided supporting documentation and justification in an email dated September 14, 2026 (see Exhibit A). This Change Order addresses the requested extension by modifying the Contract Times to provide additional time for completion of the Work. The Change Order also provides for compensation for certain limited impacts associated with the delays, as specifically identified herein. No additional compensation will be provided for any other delays or associated impacts identified in the Contractor's request aside beyond the amounts expressly included in this Change Order. Accordingly, this Change Order modifies the Contract Times and Contract Price as specifically set forth herein.	$0.00
	Scope:	

1.4	Add Paragraph 19.04 of the Supplementary Conditions as follows: **SC 19.04 Milestones** A. Milestone 1 - Fall Construction and Winter Shutdown. Milestone 1 consists of the following work and activities: 1. Complete the storm conveyance and fiber conduit installation from Cedar Street/Lincoln Avenue to Pine Street/Lincoln Avenue to include surface restoration. 2. Complete the water main, water services, storm conveyance and roadway reconstruction on Cedar Street from Lincoln Avenue to Willow Drive. 3. Complete temporary terminations and provide winter protection measures for curb, water main, and stormwater improvements, as coordinated with Owner and Engineer. 4. Restore water service and provide safe pedestrian and vehicular access. B. Milestone 2- Paving. Milestone 2 consists of the following work and activities: 1. Restore the roadway to provide safe pedestrian and vehicular access, including: a. Complete paving for stormwater trench on Lincoln Avenue from Pine Street to Cedar Street. b. Complete paiving for Cedar Street from Lincoln Avenue to beyond Willow Dr. (approximately STA 14+25) c. Complete temporary asphalt patch over the trench for the previously installed gas main. C. Milestone 3 - Site Preparation and Security. Milestone 3 consists of the following work and activities: 1. Prepare and secure the site for the winter shutdown. 2. Stabilze and restore Avista's property; remove spoils. ***Justification:*** The interim milestones establishes the work that must be completed before winter shutdown and requires restoration of water service, stormwater conveyance and safe pedestrian and vehicular access. The Contractor's original scope includes final paving but does not include temporary asphalt patching of the Avista gas main trench. Under the original construction schedule, permanent roadway reconstruction would have been completed prior to winter shutdown, without the need for temporary patching. The revised construciton schedule deferrs final pavement completion until Spring 2027, resulting in the need to maintain the roadway in a temporary condition through the winter shutdown period. Temporary asphalt patching of the Avista gas main trench is therefore proposed to provide a safe, serviceable, and maintainable roadway surface until permanent pavement can be completed. Although the revised sequencing is not the result of a City-directed change to the Work, the City is electing to compensate the Contractor for this limited temporary patch work. This compensation is limited to the specific work identified herein and does not constitute acceptance of responsibility for the Contractor's revised construction sequencing or other associated delays or impacts.	$17,586.00
	Total Change In Contract Price:	***$19,986.00***

Original Contract Price:	*$2,097,705.00*
Prior Approved Change Orders:	*$0.00*
Revised Contract Price:	*$2,097,705.00*
Current Change Order Price:	**$19,986.00**
New Contract Price:	***$2,117,691.00***

Time provided for completion in the contract is:

[ ] unchanged, [X] increased, [ ] decreased by ***210*** *calendar days.*

The Substantial Completion date for this contract is ***Friday, May 28, 2026.***

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

Accepted By:

Contractor Date

Recommended By:

City of Sandpoint Date

Approved By:

City of Sandpoint Date

Approved By:

Mayor *(if required)* Date

Rachel McKinley

From: Holly Ellis
Sent: Monday, September 14, 2026 5:00 PM
To: Rachel McKinley
Subject: FW: Schedule
Attachments: Cedar Street Reconstruction Schedule - 20260807.xls

Follow Up Flag: Follow up
Flag Status: Completed

FYI

From: Greg Stewart <Greg@stewartcontracting.com>
Sent: Monday, September 14, 2026 4:34 PM
To: Holly Ellis <hellis@sandpointidaho.gov>
Subject: Schedule

[Caution] This email originated from outside the City of Sandpoint organization. **Do not** click on links or open attachments unless you recognize the sender and know it's safe. When in doubt contact the IT Department

Hi Holly,

Attached is a realistic schedule that will carry us through the end of October. I understand this doesn't show project completion but given the issues we have dealt with, I don't see where we could complete the project and still have the roadway paved. If we didn't have to have the roadway paved back before winter we could continue to push forward beyond this schedule. To minimize the impact to the neighborhood, I am trying to find the best place to have a stop/start point that has minimal impact. As you can see on the schedule, I added completing the sidewalk section on the end of the project by Division that won't be impacted by a winter shutdown. We can discuss this at our upcoming meeting. I also wanted to share with you a list of challenges we have encountered on the project to put things in perspective. The challenges have been substantial. While it is hard to put a hard number of days we were impacted by some of the items on this list, they have had a compounded effect that has caused a significant delay. My intent is not to blame everything on everybody else but the reality is all of these factors did impact the project.

List of things that have held us up.

1. Superintendent who worked for me for 25 years quit at the start of the project.
2. We hired some new personnel, but they lacked experience in this type of work.
3. This project was bid late in the construction season which seems to have driven an unrealistic schedule to complete the work.
4. When the schedule started to slip, I attempted to hire a subcontractor to help us out with a portion of the work. I contacted seven different subcontractors to see if they could assist me on the project.

a. Wink, Inc.
b. SM Excavation
c. Kyle Behla Excavation
d. Chapman Excavating
e. Trevin Davidson
f. Advanced Dirt Works
g. North Fork Enterprises
h.

Out of the list above, 4 of them expressed interest in the work but two of them failed to follow through and return my calls. Another was really interested but had a job that they had previously bid on come through, so he declined. The remaining one committed to help me out but a week before he was set to start, bailed on me.

5. Some of the structures that Wilbert built for us were incorrectly built and had to be replaced, causing more delays.

6. Manhole 6 had an incorrect alignment and elevation for the existing drainpipe coming into it. We had to core into a new location and grout in the designed opening.

7. We also experienced material delays for some of the piping, valves, and fittings required for the project.

8. We experienced some really bad ground and soil conditions that dropped our production on the Storm line in half due to dealing with the bad soils and sloughing as well as having to handle more material to back fill the ditch in the bad ground areas. This had a significant impact.

9. Manhole 8 cost significant time delays. The structure top was built improperly by Wilbert, but in conjunction with the City, the engineer and our team we came up with a solution to use the existing top instead of waiting on Wilbert to build a new one. We spent considerable time and effort to implement the solution. But then after it was all completed; it was decided that was not the right solution, so we had to tear it all out, order a new top for the manhole and rebuild that section. In all, it delayed us about 3 days.

10. We discovered multiple survey issues that have caused us to have to stop work and double check survey monuments and also have the survey company come out and correct several errors. This in itself has slowed us down by a few days.

11. At the intersection of Willow and Cedar, we had to deal with utility conflicts for both power and gas. We were held up for at least a half day to allow Avista to lower their electrical line. Most recently, we are installing a catch basin at that same intersection, and its location is right on top of a 2" gas line that Avista just installed. The line was supposed to be moved out of our way when they put the new line in, but they actually installed the line directly under where our catch basin needs to go. This has cost us at least half a day of production also.

I am most likely missing one or two delay points.

As you know, Holly, we are trying to get this project completed in spite of the challenges we have encountered. We have increased our hours on the project to help speed things up, and that has helped a little bit. We are continuing to search for a subcontractor to assist us although I am exhausting my options on that front. We are continuing to push forward though, and I appreciate your understanding. I look forward to discussing this with you.

Sincerest Regards,

Greg Stewart
President

Stewart Contracting, Inc.
208-661-2757

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

This Agreement is by and between City of Sandpoint, Idaho ("Owner") and Stewart Contracting, Inc. ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

The project can be summarized to include utility improvements and a complete reconstruction of Cedar Street from Division Avenue and Lincoln Avenue. The work generally includes: upgrading the stormwater pipe and catch basins and water main, reconstructing road base and subbase, new asphalt pavement, concrete curb, gutter, and sidewalk along Cedar Street; and upgrading the stormwater pipe and catch basins along Lincoln Avenue from Cedar Street to Pine Street; and cleanup.

ARTICLE 2—THE PROJECT

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

City of Sandpoint – Cedar Street Reconstruction

ARTICLE 3—ENGINEER

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

3.02 The project has been designed by the Owner's consultant HMH Engineering.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **September 30, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 30, 2026**.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $2,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.

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

ARTICLE 5—CONTRACT PRICE

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

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

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

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

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

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

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

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. Standard General Conditions, EJCDC C-700 (2018 Edition).
4. Supplementary Conditions.
5. Specifications (not attached but incorporated by reference) consisting of the Idaho Standards for Public Works Construction (ISPWC – 2020 Edition), excluding Division 100.
6. Special Provisions.
7. Drawings consisting of **72** sheets with each sheet bearing the following general title: **Cedar Street Reconstruction.**
8. Addenda (numbers 1 to 3, inclusive).
9. Contractor's Bid
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

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

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

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

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

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

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

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

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

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

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

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

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

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

8.02 *Contractor's Certifications*

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

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

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

This Agreement will be effective on June 04, 2026 (which is the Effective Date of the Contract).

Owner: City of Sandpoint	Contractor: Stewart Contracting, Inc.
Jeremy Grimm Mayor of Sandpoint	Greg Stewart (May 27, 2026 12:41:39 PDT)
(typed or printed name of organization)	*(typed or printed name of organization)*
By:	By: Greg Stewart
(individual's signature)	*(individual's signature)*
Date:	Date:
(date signed)	*(date signed)*
Name: Jeremy Grimm	Name: Greg stewart
(typed or printed)	*(typed or printed)*
Title: Mayor	Title: President
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest:	Attest:
(individual's signature)	*(individual's signature)*
Title: Meri Jane Bohn, City Clerk	Title: Jenny Stewart, Secretary
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
City of Sandpoint, City Clerk	Po Box 1275
1123 Lake Street	Pinehurst
Sandpoint, Idaho 83864	Idaho 83850
Designated Representative:	Designated Representative:
Name: Holly Ellis	Name: Greg Stewart
(typed or printed)	*(typed or printed)*
Title: Public Works Director	Title: President
(typed or printed)	*(typed or printed)*
Address:	Address:
1123 Lake Street	Po Box 1275
Sandpoint, Idaho 83864	Pinehurst
	Idaho 83850
Phone: 208-946-2087	Phone: 208-661-2757
Email: hellis@sandpointidaho.gov	Email: greg@stewartcontracting.com
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: 025627-UNLIMITED-1 *(where applicable)*
	State: Idaho

No: 26-041
Date: June 3, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AWARDING CONSTRUCTION CONTRACT AGREEMENT FOR THE CEDAR STREET RECONSTRUCTION PROJECT TO STEWART CONTRACTING, INC. (CITY AGREEMENT A26-3170-4)

WHEREAS: The City of Sandpoint solicited bids for the Cedar Street Reconstruction Project from Lincoln Avenue to Division Avenue in accordance with Idaho Code § 67-2805;

WHEREAS: Seven (7) sealed bids were received on May 19, 2026;

WHEREAS: Stewart Contracting, Inc. was determined to be the lowest responsible and responsive bidder with a total bid amount of $2,097,705.00;

WHEREAS: The project includes roadway reconstruction, stormwater improvements, utility upgrades, pedestrian improvements, and street trees;

WHEREAS: Funding for the project has been budgeted in FY2026 through the Streets General Fund, Resort City Tax, Water Fund, and Sewer Fund; and

WHEREAS: The City Council finds it in the best interest of the City to award the contract to Stewart Contracting, Inc.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby awards the construction contract for the Cedar Street Reconstruction Project (City Agreement A26-3170-4) to Stewart Contracting, Inc. in the amount of $2,097,705.00.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee, as permitted, is hereby authorized to sign any and all grant application documents for this purpose.

Jeremy Grimm, Mayor

ATTEST:

Meri Jane Bohn, City Clerk

AGENDA REPORT

City Council Meeting

TODAY'S DATE: October 13, 2026

MEETING DATE: October 21, 2026

TO: Mayor Grimm, Sandpoint City Council

FROM: Jason Welker, Planning & Community Development Director

SUBJECT: SBA cell tower ground lease at War Memorial Field Park

Requested Council Action

Approve the replacement ground lease with SBA 2012 TC Assets, LLC for the existing cell tower site at War Memorial Field Park and authorize the Mayor to execute the lease and related recording memorandum, subject to reconciliation of the documents and final City Attorney review described below.

Background

The City owns the park property at 801 Ontario Street. On July 17, 2009, the City entered into a ground lease with TowerCo Assets LLC for wireless communications use. TowerCo changed its name to SBA 2012 TC Assets, LLC effective October 1, 2012 and became an affiliate of SBA Communications Corporation.

The proposed instrument is a new ground lease that expressly supersedes and replaces the 2009 lease upon commencement. It covers approximately 2,500 square feet, together with nonexclusive access and utility easements, for continued operation of the existing facility. Equipment schedules identify T-Mobile and Verizon equipment. The related memorandum would provide recorded notice of the lease.

Principal Lease Terms

Term and renewal. The draft commences October 21, 2026 and ends September 30, 2036, with two automatic ten-year renewal terms if neither party provides notice of nonrenewal. Full renewal would extend occupancy through September 30, 2056. Nonrenewal rights are limited: the City must reasonably determine that the site is needed for a bona fide municipal purpose; SBA must reasonably determine that the facility is no longer economically viable. The draft establishes a six- to twelve-month notice window for SBA; the City's notice deadline should be made explicit.

Rent. Annual base rent is $23,623.66 for October 1, 2026 through September 30, 2027, payable within 30 days of commencement. Rent increases 2% each October 1. Equipment changes may adjust rent under the City's adopted fee schedule. Additional increases for documented City expenses require 60 days' notice and an amendment signed by both parties.

Site operations and City oversight. SBA is responsible for utilities, tower and equipment maintenance, required permits, and compliance with applicable requirements. Equipment and frequency changes require prior written City authorization.

Insurance and removal. The lease requires liability coverage of at least $1 million per claim and $2 million aggregate, with the City named as an additional insured, and includes indemnification

obligations. At termination, SBA must remove the tower, equipment, impervious surfaces and outbuildings unless otherwise agreed. The City has remedies for property left behind.

Park Use and Relocation

The agreement commits a portion of City park property to continued telecommunications use for an initial term and potentially two renewals. The City retains rights to compatible uses of the premises, but its ability to decline renewal is tied to a municipal need for the leased site. The relocation language therefore directly affects flexibility for future park improvements.

Fiscal Impact

The proposed first-year base rent provides $23,623.66 in annual City revenue. A 2% increase would produce base rent of $24,096.13 for the following lease year.

Recommended Motion

“I move to approve the replacement Ground Lease Agreement for Wireless Cell Tower between the City of Sandpoint and SBA 2012 TC Assets, LLC at War Memorial Field Park and authorize the Mayor to execute the lease and related memorandum following reconciliation of the documents and final City Attorney review, with any material changes returned to Council for approval.”

Attachments

1. Proposed Ground Lease Agreement, October 5, 2026 draft, Lease No. A26-1600-11.
2. Proposed Memorandum of Ground Lease Agreement for recording.

No: 26-
Date: October 21, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: REPLACEMENT GROUND LEASE AGREEMENT WITH SBA 2012 TC ASSETS, LLC, FOR THE WIRELESS CELL TOWER AT WAR MEMORIAL FIELD PARK (CITY AGREEMENT A26-1600-11)

WHEREAS: The City of Sandpoint owns the property located at 801 Ontario Street, known as War Memorial Field Park;

WHEREAS: The City entered into a ground lease with TowerCo Assets LLC on July 17, 2009, for operation of a wireless communications tower, and TowerCo Assets LLC subsequently changed its name to SBA 2012 TC Assets, LLC;

WHEREAS: SBA 2012 TC Assets, LLC has proposed a replacement ground lease for the continued operation of the existing wireless communications facility on approximately 2,500 square feet of City property, including access and utility easements;

WHEREAS: The proposed Lease provides for an initial term through September 30, 2036, with two additional ten-year renewal terms, and initial annual base rent of $23,623.66, increasing by two percent (2%) annually; and

WHEREAS: The City desires to approve the replacement Lease subject to final reconciliation of the Lease and Memorandum of Lease and review by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED THAT: The City Council hereby approves The Replacement Ground Lease Agreement for Wireless Cell Tower between the City of Sandpoint and SBA 2012 TC Assets, LLC, for the facility at War Memorial Field Park (City Agreement A26-1600-11).

BE IT FURTHER RESOLVED THAT: The Mayor or his designee, as permitted, is authorized on behalf of the City, to execute this agreement.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Meri Jane Bohn, City Clerk

GROUND LEASE AGREEMENT FOR WIRELESS CELL TOWER
BETWEEN CITY OF SANDPOINT AND SBA 2012 TC ASSETS, LLC

THIS GROUND LEASE AGREEMENT ("Lease") is made and entered into this _21____ day of October, 2026 (“Effective Date”), by and between the CITY OF SANDPOINT, a municipal corporation of the State of Idaho ("Lessor"), and SBA 2012 TC ASSETS, LLC, a Delaware limited liability company ("Lessee").

RECITALS

WHEREAS, Lessor is the owner of a parcel of real property located at 801 Ontario Street, in the City of Sandpoint, County of Bonner, and State of Idaho, as more particularly described in **Exhibit "A"** attached hereto (the "Parent Parcel"), which Parent Parcel is currently utilized as part of a public park; and

WHEREAS, on July 17, 2009, Lessor and TowerCo Assets LLC entered into a Ground Lease Agreement for the lease of a portion of the Parent Parcel for wireless cell tower purposes (the "2009 Lease"); and

WHEREAS, effective October 1, 2012, TowerCo Assets LLC changed its name to SBA 2012 TC Assets, LLC and became an affiliate of SBA Communications Corporation, as evidenced by the Amended and Restated Certificate of Formation filed with the Delaware Secretary of State; and

WHEREAS, the parties now desire to enter into this new Lease with updated terms and conditions that will supersede and replace the 2009 Lease; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, an approximately Two Thousand Five Hundred (2,500) square foot portion of the Parent Parcel, together with easements for ingress, egress, and utilities, for continued wireless communications operations.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

SECTION 1 - LEASE OF PREMISES

1.01 Leased Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, an approximately Two Thousand Five Hundred (2,500) square foot portion of the Parent Parcel (the "Leased Property"), together with non-exclusive easements for ingress, egress, and utilities for the duration of this Lease (the "Easement"). The Leased Property and the Easement are collectively referred to as the "Premises." The Premises are more particularly described and/or depicted on **Exhibit "B**" attached hereto and incorporated herein by reference.

1.02 **Assignment Rights**. Lessee may assign this Lease with the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

1.03 **Supersession of Prior Lease**. On the Commencement Date (defined below), the 2009 Lease between Lessor and TowerCo Assets LLC (predecessor to Lessee) shall terminate and be of no further force or effect, and this Lease shall govern the parties' rights and obligations with respect to the Premises.

1.04 **Term**. The initial term of this Lease shall be ten (10) years, commencing on October 21, 2026 ("Commencement Date") and ending on September 30, 2036, unless sooner terminated as provided in this Lease ("Initial Term"). This Lease may be extended for two (2) additional ten (10) year terms (each a "Renewal Term"). Lessee may provide written notice of its intent not to renew no earlier than twelve (12) months and no later than six (6) months prior to the expiration of the then-current term; provided however, that Lessor may elect not to renew only if Lessor reasonably determines that the Leased Property is required for a bona fide municipal purpose, including redevelopment or other public benefit or use. In the event Lessor elects not to renew based upon such municipal purpose, Lessor and Lessee shall cooperate in good faith to identity and agree upon a mutually acceptable location on the Parent Parcel for the relocation of Lessee's wireless communications facility. Lessee may elect not to renew only if the communications facility is no longer economically viable, in Lessee's reasonable determination, including if there are no active subtenants of Lessee operating at the site. If neither party provides such notice of non-renewal, the Lease shall automatically renew for the next Renewal Term. Each Renewal Term shall be subject to all terms and conditions of this Lease.

1.05 **No Warranty of Quiet Enjoyment**. Lessor makes no warranty of quiet enjoyment of the Premises.

1.06 **No Warranty of Non-interference**. Lessor will provide no interference protection during the term of this Lease.

1.07 **Condition of Premises** . Lessee has had an opportunity to inspect the Premises and enters into this Lease solely in reliance on Lessee's own examination and not by reason of any representation by Lessor. Lessee accepts the Premises in its present condition "AS IS WHERE IS". Lessee shall not rely on any opinion, material, or information provided by or through Lessor, and Lessee leases the Premises at its own risk, cost, and expense.

1.08 **Failure to Vacate**: There shall be no holding over by Lessee after the Termination Date. If Lessee is unable to remove equipment due to weather conditions, Lessee shall notify Lessor in writing and continue to pay prorated monthly Rent until removal is complete. If removal is not completed within three (3) months of the Termination Date, Lessee shall be deemed a trespasser and shall owe Lessor the monthly prorated Rent plus ten percent (10%) for each additional month or partial month until vacated. This provision shall not be construed to prevent Lessor from seeking any other relief available at law or in equity.

SECTION 2 - USE OF PREMISES

2.01 Permitted Use. Lessee's use of the Premises shall be to install, maintain, repair, and operate electronic equipment on wireless cell tower as outlined and described in **Exhibit D.** New or amended equipment lists may be added upon written approval by Lessor. Lessor consents to the future increase of the tower's height by Lessee as required by Section 6409 (a) of the Spectrum Act (47 U.S.C. § 1455(a)). Lessee shall obtain any required City of Sandpoint permit(s) for work related to the towers or surrounding leased Premises.

2.02 Reservation by Lessor.

1. Inspection. Lessee shall permit Lessor and persons authorized by Lessor to enter the Premises during business hours and at all other reasonable times for the purpose of inspecting the installations, equipment or units, provided that, except in case of an emergency, Lessor shall provide Lessee at least seven (7) calendar days prior written notice to enable Lessee to arrange to accompany Lessor to protect the integrity of its equipment. An emergency is defined as an event posing an imminent threat of bodily injury, property damage, or critical equipment failure. In the event of an emergency, Lessor and persons authorized by Lessor may enter the Premises and any Improvements thereon at any time without notice. This clause shall not be construed to impose on Lessor a duty to inspect.

2. Compatible Uses. Lessor reserves for itself, its successors and assigns, the right at all times for any purpose to cross and re-cross the Premises at any place or grade, to grant easements and licenses over the Premises, to sell, lease, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from the Premises insofar as such uses are compatible with Lessee's permitted use of the Premises. Lessor shall exercise such reserved rights in a manner that does not unreasonably interfere with Lessee's permitted use of the Premises.

SECTION 3 PAYMENT

3.01 Payment. Payments made hereunder will be as follows:

1. Rent. Lessee shall pay within thirty (30) days of the Commencement Date base rent in the amount of **Twenty-Three Thousand Six Hundred Twenty-Three Dollars and 66/100 Cents ($23,623.66)** ("Base Rent") **for the period October 01, 2026 through September 30, 2027** and shall pay rent annually thereafter for the remaining term of this Lease, including any Renewal Term(s) as allowed in Section 1.01 of this Lease, and subject to adjustment as set forth in Section 3.02 (collectively, "Rent").

2. Deposit. Lessee shall not be required to pay a deposit for this Lease.

3.02 Adjustment.

1. Periodic Adjustment.

a. Rent Adjustment. On October 01 each year, the Rent will increase by two percent (2%) over the Rent payable during the immediately preceding year, including the portion of rent derived from Sublessees.

b. Equipment Change Adjustment. Rent will be adjusted when new equipment is added to or removed from the Premises based on adopted Lessor Fee Schedule then in effect.

2. Rent from Sublessees. From and after the commencement of any sublease, license or any other occupancy Lease between Lessee and any and all sublessees, licensees, and any other such third parties (collectively, "Sublessees") to occupy the Parcel Site, the Rent shall be due according to Section 3.01 and will be adjusted by two percent (2%) annually on October 01. Such increase in Rent will be prorated from the commencement date of each subsequent occupancy Lease with such Sublessee to the next succeeding January 01. If the term of the sublease, license, or other occupancy agreement with such Sublessee shall expire or terminate prior to the expiration or termination of this Lease, the Rent shall be reduced proportionately to the number of days remaining until the next January 01 date to reflect such expiration or termination.

3. Change in Use. Lessor shall prorate Rent to Lessee to reflect any changes in occupancy made prior to January 01. If Lessee fails to notify Lessor of any additional occupancy or use, Lessor shall charge the value of the use from the date that such occupancy or use began. Should the date that such occupancy or use began be indeterminable, Lessor shall charge no less than one (1) year's Rent.

Lessor shall not be required to refund Rent, or any portion thereof, for removal of any and/or all equipment. Rent will be adjusted for removals upon the next October 01.

4. Change in Costs. Lessor reserves the right to increase the rent or fees described in this Section in the event Lessor's reasonable and documented expenses exceed the periodic increases previously described herein, which shall be paid by Lessee as part of the Rent under this Lease. Lessee shall be provided 60 days' notice of such change in Rent and shall be authorized through an amendment to this Lease signed by both Parties.

3.03 Verification of Percentage Rent

1. Payment Statement. At any time during the term of this Lease, but no more than twice per year beginning with the Commencement Date, Lessor may

require that Lessee submit to Lessor an accurate statement detailing the source and amount of Lessee's receipt of all Sublessee's rent or other similar payments for the lease year (or period owed) (the "Payment Statement"). Each Payment Statement shall be signed and certified to be correct by an individual or officer of Lessee who is fully authorized to execute such statement on behalf of Lessee.

2. Inspection of Records. Lessee shall permit and make available to Lessor all Sublessee Leases, payment records, and all other records related to the computation of Rent, including Rent from Sublessees, owed. Provided, however, Lessee may redact any information that is proprietary and confidential. Inspection of such records may be electronically, City of Sandpoint City Hall, or at a physical location mutually agreeable between Lessor and Lessee. Lessor shall provide Lessee at least fourteen (14) calendar days' prior written notice before Lessor inspects such records. This clause shall not be construed to impose a duty on Lessor to inspect any such records. Prior to, during, and after such inspection by Lessor, Lessee or an authorized representative of Lessee shall maintain physical custody of all such Lessee records.

3. Incorrect Payments. If the Payment Statement or Lessor's inspection of records shows that Lessee failed to notify Lessor of any Sublessee Lease, Lessor shall charge the value of the change in occupancy from the date of the change in occupancy. Should the date of change in occupancy be indeterminable, Lessor shall charge no less than fifteen percent (15%) of one (1) years' Rent. If the Payment Statement or Lessor inspection of records shows that Lessee underpaid Lessor for any Sublessee Lease, Lessee shall immediately pay Lessor the amount owed.

3.06 Utilities. Lessee shall pay or cause to be paid when due, and shall indemnify and hold harmless Lessor and the Premises from all charges for public or private utility services to or for the Premises during the term of this Lease, including without limiting the generality of the foregoing, all charges for heat, light, electricity, water, gas, telephone service, garbage collection, and sewage and drainage service, if applicable.

SECTION 4 - SPECIAL REQUIREMENTS

4.01 Electronic Standards. Lessee shall comply with the standards in the "Minimum Wireless Communication Facility Standards", attached as **Exhibit "C"**. Lessor reserves the right to amend the standards set forth in Exhibit "C". Lessee shall be informed of such amendments and given six (6) months to comply after receipt of written notice.

4.02 Compliance with Laws. Lessee shall conform to all applicable laws and regulations of applicable governmental authority affecting the Premises and the use thereon and assume, at Lessee's sole expense, any costs of such compliance including any fines and/or penalties. Lessee shall obtain all federal, State of Idaho, and local permits and licenses necessary to operate under this Lease.

4.03 Fire. To the extent possible, Lessee shall protect the Premises from fire and shall report any fires to Lessor, by phone, as soon as possible.

4.04 Debris. Lessee shall not allow debris or refuse to accumulate within the Premises.

4.05 Frequency Interference. Lessee, upon email notification by Lessor, shall immediately take remedial action to eliminate interference with other operators at the Parent Parcel or at nearby locations caused by Lessee's operations. In the event Lessee fails to eliminate the interference within five (5) days of notification, Lessor will have the right to disconnect power to any transmitters causing interference. If the interference affects emergency services or public safety, Lessor shall have a right to disconnect power to any transmitter causing interference immediately upon contacting Lessee. For the purposes of this section, Lessor shall be deemed to have contacted Lessee when Lessor calls and sends emails to:

Regional Site Manager: Doyle Ball
Cell: (503) 791-4395
Email: dball@sbasite.com

and

In the event of an emergency, contact our Network Operations Center at (888) 950-7483 and email at NOCC@sbasite.com.

In the event Lessee's operations continue to cause interference with other operators at this Premises or nearby wireless communication facilities, Lessor reserves the right to designate placement or relocation of antennas. Lessee shall make such placements or relocations at Lessee's own expense.

4.06 New Equipment/Frequencies. Lessee shall not change or add frequencies, equipment or units without submitting new or amended equipment lists for Lessor's prior written authorization. If Lessee fails to comply with this requirement, Lessor shall have the option to declare Lessee in material breach and exercise the rights set forth under Section 6 Default, or to authorize the equipment to remain subject to the rent provisions set forth hereinafter. When Lessee changes or adds frequencies, upon written approval by Lessor, the priority rights for the new frequencies will be the date of approval shown on the new approved equipment lists. A new Lessee operation shall not interfere electronically or physically with an existing Lessee's operations.

If Lessor allows the unauthorized frequencies, equipment or units to remain on the Property, Lessee shall be liable to pay Lessor two time's the Rent for each previously unauthorized frequency, equipment, or unit according to Lessor's adopted Fee Schedule at that time in effect on the date of discovery from the period of installation or operation, whichever comes first, to the date of discovery by Lessor. After the date of discovery, should Lessor authorize the frequency, equipment, or unit, Lessee shall be liable for single Rent for such frequency, equipment, or unit based on Lessor's adopted Fee Schedule then in effect. Back Rent shall be

calculated based on the installation date of said frequency, equipment, or unit and due upon receipt of invoice from Lessor.

4.07 FCC License. Lessee shall operate its equipment and units in compliance with the rules and regulations of the Federal Communications Commission ("FCC"), as applicable. Within thirty (30) days of the beginning of operation and any subsequent renewals, Lessee shall furnish Lessor with a copy of its current FCC license, as applicable, and subsequent renewals to the address as shown on the signature page.

4.08 Hazardous, Toxic, or Harmful Substances.

1. Deleterious Material. Lessee shall not make, or suffer to be made, any filling in of the Parent Parcell or Premises or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological, or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the Property, except as approved in writing by Lessor. If Lessee fails to remove all non-approved fill material, refuse, garbage, wastes, or any other of the above materials from the Parent Parcel or Premises, Lessee agrees that Lessor may, but is not obligated to, remove such materials and charge Lessee for the cost of removal and disposal. Lessee's obligation to reimburse Lessor for removal and disposal shall survive termination of this Lease.

2. Hazardous, Toxic, or Harmful Substances.

a. Lessee shall not keep on or about the Parent Parcel or Premises, any substances subject to regulation under any state or federal government regulation; any hazardous substance or hazardous waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled, or partially filled with any substance; asbestos; urea formaldehyde foam insulation; PCBs; and any other substance, waste, material, or chemical deemed or defined as hazardous, toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated, or penalized by any federal, state, county, municipal or other local governmental statute, regulation, ordinance, or resolution as these laws are amended from time to time (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out Lessee's permitted use under Subsection 2.01 and unless Lessee fully complies with all federal, state, and local laws, regulations, statutes, and ordinances now in existence or as subsequently enacted or amended pertaining to the use, presence, transportation, or generation of such Hazardous Substances.

b. Lessee shall immediately notify Lessor and any other required regulatory agencies, as applicable, of any of the following:

(1) all spills or releases of any Hazardous Substance in, on, or adjacent to the Property;

(2) all failures to comply with any federal, state, or local law, regulation, or ordinance, as now enacted or as subsequently enacted or amended, pertaining to the use, presence, transportation, or generation of any Hazardous Substance in, on, or adjacent to the Property;

(3) all inspections of the Property by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting the Property; and

(4) all regulatory orders or fines, or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the Property.

Also, on request, Lessee shall provide copies to Lessor of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to the Property.

c. Lessee shall be fully and completely liable to Lessor, and, to the extent permitted by law, shall indemnify and hold harmless Lessor and its employees, officers, and agents with respect to any and all damages, costs, fees (including attorney's fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of Lessee's use, disposal, possession, transportation, generation, and/or sale of Hazardous Substances or that of Lessee's employees, agents, assigns, Sublessees, contractors, subcontractors, licensees, or invitees and for any other breach of this Section 4.08. Lessee's obligations under this Section 4.08 shall survive termination of this Lease.

4.09 Non-Ionizing Electromagnetic Radiation (NIER). Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency (EPA) or other local governing agencies.

SECTION 5 - ASSIGNMENT, INSURANCE, INDEMNITY

5.01 Assignment.

Lessee shall not assign, transfer, or otherwise convey this Lease, or any interest therein, except for subleases with Sublessees, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. The consent of Lessor to any one Assignment shall not constitute

a waiver of Lessor's right to consent to subsequent Assignments, nor shall consent of Lessor to any one Assignment relieve any party previously liable as Lessee from any obligations under this Lease. Lessor's consent shall be evidenced only in writing, and acceptance of Rent following an Assignment shall not constitute implied consent.

5.02 Subletting. Notwithstanding the restrictions on Assignment of this Lease, Lessee has the right, to sublease, or otherwise enter into occupancy and use arrangements of the Premises with Sublessees, subject to the terms of this Lease. Upon any permitted subletting in accordance with this Section, Lessee shall provide Lessor prior notice including the name of such Sublessee utilizing the Premises.

5.03 Indemnification and Insurance

1. **Indemnity.** To the extent allowed by Law, Lessee shall indemnify and hold Lessor, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, 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 Lessee's wrongful acts or omissions in the performance of its duties under this Lease. 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 Lessor, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to Lessor specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

2. **INSURANCE:**
   At all times material hereto, Lessee shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than $1,000,000.00 per claim and $2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Lease, naming Lessor as an additional insured on each such policy or policies of insurance. Lessee shall provide Lessor with proof of such insurance for the entire term of this Lease. Lessee shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Lease, naming Lessor as an additional insured on each such policy or policies. All employees of Lessee are deemed its employees only, and Lessee shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to Lessor for the entire term of this Lease. Lessee agrees to indemnify, defend, and hold harmless Lessor, its officers, agents, and employees, from and against all damages, claims, losses, obligations, or liability which arise out of, or are in any way related to, Lessee and/or its officers, agents, and employees' acts, errors or omissions under this Lease.

5.04 Name Change. If during the term of this Lease, Lessee changes its name, Lessee shall provide Lessor with documentation legally supporting the name change within sixty (60) days of the effective date of the change.

SECTION 6 - DEFAULT

6.01 Breach by Lessee. In the event of any breach of any provision of this Lease by Lessee, the breach, whether material or not, shall be deemed a default entitling Lessor to cancel this Lease and seek any other remedies set forth in this Lease or otherwise available at law or equity, after Lessor has delivered to Lessee notice of the breach and a demand that the same be remedied immediately; provided Lessee shall not be in default if the breach pertains to the payment of money and Lessee cures the breach within twenty (20) days of receipt of the notice, or if the breach pertains to a matter other than the payment of any monies due under this Lease, and Lessee shall after receipt of the notice promptly commence to cure the breach and shall cure the breach within forty-five (45) days after receipt of the notice; provided, however, if such breach is non-monetary in nature, and, as determined by Lessor, is not reasonably susceptible of being cured in said forty-five (45) days (provided that the lack of funds, or the failure or refusal to spend funds, shall not be an excuse for a failure to cure), Lessee shall commence to cure such breach within said period and diligently pursue such action with continuity to completion. If Lessee fails to cure a default within the time periods specified above, all Lessee-Owned Improvements (as defined below) shall at the option of Lessor be removed by Lessee, be removed by Lessor at the cost to Lessee, or become the property of Lessor.

6.02 Reentry. In the event of any default by Lessee, Lessor shall have the right, with or without canceling the Lease, to reenter the Premises and remove all persons and property from the Premises and take whatever actions may be necessary or advisable to relet, protect or preserve the Premises. Any property so removed may be stored in a public warehouse or other suitable place or otherwise disposed of in Lessor's discretion at the expense and for the account of Lessee. Lessor shall not be responsible for any damages or losses suffered by Lessee as a result of such reentry, removal, storage or other disposition, and no such action shall be construed as an election to terminate this Lease unless a written notice of termination is given to Lessee.

6.03 Termination of Leases. Whether or not Lessor elects to terminate this Lease on account of any default by Lessee and subject to any non-disturbance and attornment Leases, if any, Lessor shall have a right to terminate any and all subleases, licenses, concessions or other arrangement for possession affecting Property. Alternatively, Lessor, in its sole discretion, may succeed to Lessee's interest in such sublease, license, concession or arrangement, and Lessee shall have no further right to or interest in the rent or other consideration receivable thereunder.

6.04 Right to Cure. If Lessee fails to perform any undertaking or promise contained herein, Lessor shall have the right but not the obligation to make such performance thirty (30) days after expiration of the default cure periods stated in Section 6.01 above. Lessee shall reimburse Lessor for any Lessor documented expenditure to correct Lessee's failure to perform.

6.05 Remedies Cumulative. The specified remedies to which Lessor or Lessee may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Lessor or Lessee may lawfully be entitled in case of any breach or threatened breach by Lessor or Lessee of any provision of this Lease.

6.06 Insolvency. If a receiver or trustee is appointed to take possession of all or substantially all of the assets of Lessee; or if any action is taken or suffered by Lessee pursuant to an insolvency, bankruptcy or reorganization act; or if Lessee makes a general assignment for the benefit of its creditors; and if such appointment, action or assignment continues for a period of thirty (30) days, it shall, at Lessor's option, constitute a material breach by Lessee.

SECTION 7 IMPROVEMENTS

7.01 Utilities. Prior to excavation, clearing, or construction, Lessee will employ a utility locator service, at no cost to Lessor, to check the Premises for buried utilities.

7.02 Improvements. "Improvements" means anything considered a fixture in law placed upon or attached to the Premises that has changed the value of the Premises or any changes in the previous condition of the fixtures that changes the value of the Premises, including without limitation any buildings, support structures, generators, and fuel tanks.

1. Unauthorized Improvements. Lessee shall not construct any Improvements unless authorized in writing by Lessor. All Improvements made on the Property without the written consent of Lessor are unauthorized and shall, at the option of Lessor, be removed by Lessee, be removed by Lessor at the cost to Lessee, or become the property of Lessor.

7.03 Maintenance and Repair of Premises. Lessee shall maintain and repair tower and equipment at Premises, at its own cost.

7.04 End of Term. Disposition of any Lessee owned out buildings, antennas, mounting hardware, cables, cable housing, radio units, batteries, duplexers, and all other personal property on the Premises ("Equipment"), and all other equipment or structures, including the wireless cell tower depicted on **Exhibit "B"** ("Wireless Cell Tower") shall be disposed of in accordance with the following terms and conditions:

1. Upon termination of this Lease, all Equipment and Wireless Cell Tower, as well as including impervious surfaces and/or outbuildings, constructed or installed by or at the direction of Lessee, as may be applicable, shall be removed from the Premises, except as otherwise provided in this Lease or as Lessee and Lessor otherwise agree in writing.

2. For any Equipment or Wireless Cell Tower or others referenced in 7.04(1) left on the Premises after the Termination Date, Lessor shall have the right, at its option,

to (i) deem any or all of such Equipment, Wireless Cell Tower, and/or others referenced in 7.04(1) abandoned and take ownership thereof; or (ii) remove, sell, or dispose of as Lessor sees fit, in accordance with all applicable laws.

3. If Lessor removes any Equipment or Wireless Cell Tower or others referenced in 7.04(1) from the Premises as permitted herein, Lessee shall reimburse Lessor for costs in excess of the initial rent deposit received and invoiced for any direct costs in excess of the rent deposit, as applicable. Lessee will not receive a reimbursement of the rental deposit should any equipment or Lessee-Owned improvements left on the Premises for longer than thirty (30) days following the termination date of the Lease.

4. Notwithstanding anything in this Lease or under applicable laws to the contrary, Lessee shall retain ownership of their Equipment, Wireless Cell Tower, and others referenced in 7.04(1) if the term of this Lease is extended by mutual written Lease of Lessor and Lessee or if Lessee re-leases the Property under a new lease with Lessor.

SECTION 8 - MISCELLANEOUS

8.01 Non-Waiver. Waiver by either party of strict performance or any provisions of this Lease shall not be a waiver of nor prejudice the party's right to require strict performance of the same provision or of any other provision of this Lease in the future.

8.02 Attorney Fees and Controlling Law. This Lease is to be governed by the law of the State of Idaho. The jurisdiction/venue for any action arising out of performance of this Contract, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County. In any action to enforce the terms and conditions of this Lease, the prevailing party may recover its reasonable attorney fees.

8.03 Notices.

1. Any notice given under this Lease shall be deemed received when delivered by messenger, courier services, overnight delivery service, or upon posting if sent by registered certified mail, return receipt requested. to the address given by each party in the signature block of this Lease. Changes of address may be given in accordance with this section.
2. Lessee shall notify Lessor within fourteen (14) calendar days of any change of address, business name, contact person's name or other changes that may affect the lease.

8.04 Liens. Lessee shall not suffer nor permit any lien to be filed against Lessee's leasehold interest in the Premises or any Improvement thereon by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding property or any part thereof under

this Lease. If any such lien is filed against Lessee's leasehold interest or any Improvements thereon, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by Lessor. Lessee shall indemnify Lessor for any costs, damages or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to lease termination.

8.05 Force Majeure. Lessor's or Lessee's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond its control and without the fault or negligence of Lessor or Lessee, including but not restricted to acts of God, acts of the public enemy, acts of any government, vandalism, fires, lightning, floods, epidemics or labor strikes.

8.06 Preservation of Markers. Any legal land subdivision survey corners, reference points or monuments are to be preserved. If such are destroyed or disturbed by Lessee, Lessee shall reestablish them by a licensed land surveyor in accordance with U. S. General Land Office standards at their own expense. Corners, reference points or monuments that must necessarily be disturbed or destroyed in the process of carrying out the operations allowed by this Lease must be adequately referenced and/or replaced. Such references must be approved by Lessor prior to removal of said corners, reference points or monuments.

8.07 Proprietary Information/Public Disclosure. Materials or information submitted as required in this Lease shall become public records within the meaning of Idaho Statute §74-102, Public Records Act. Any submitted materials or information that Lessee claims as exempt from disclosure under the provisions of Idaho Statute §74-102 must be clearly designated and submitted in writing to Lessor. The page must be identified and the particular exemption from disclosure upon which Lessee is making the claim must be identified as allowed within Idaho Statute §74-102.

Lessor will consider a Lessee's request for exemption from disclosure; however, Lessor will make an independent decision on the applicability of any claimed exemption consistent with applicable laws. Marking the entire submitted materials or information exempt from disclosure cannot be honored.

8.08 Recitals Incorporated. The Recitals set forth above are true and correct and are hereby incorporated into and made a part of this Lease.

8.09 Effective Date. The effective date of this Lease shall be October ,21 2026 ("Effective Date").

[*Signatures on Following Page*]

NOW THEREFORE, the parties by their authorized signing officers have executed this Lease:

CITY OF SANDPOINT
1123 Lake Street
Sandpoint, Idaho 83864

_____
Name: Jeremy Grimm
Title: Mayor

ATTEST

_____
Name:
Title: City Clerk

SBA 2012 TC Assets, LLC
8051 Congress Avenue
Boca Raton, Florida 33487

_____
Name:
Title:

[Acknowledgments on Following Page]

EXHIBIT A
PARENT PARCEL

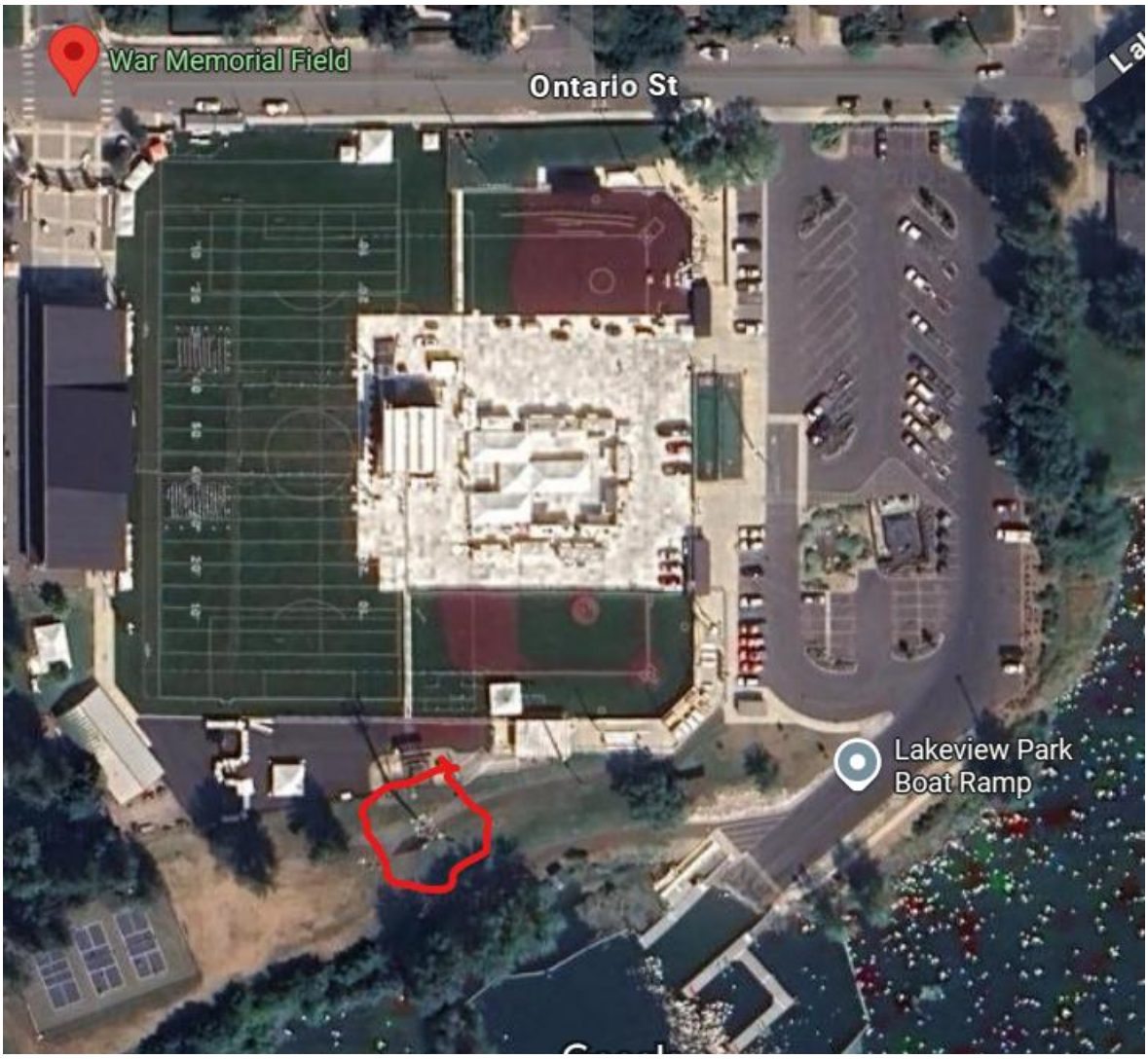
The Parent Parcel is described and/or depicted as follows:

All of Government Lot 1 in Section 27, Township 57 North, Range 2 West, Boise Meridian, lying West of the line described as follows: Beginning at the North Quarter corner of said Section 27; running thence southerly along the center line of said Section extended to Lake pend Oreille.

EXCEPTING therefrom the tract hereby conveyed all roads and streets laid out or dedicated by plat heretofore for record.

AND ALSO EXCEPTING any portion lying within Ontario Street and Ella Avenue.

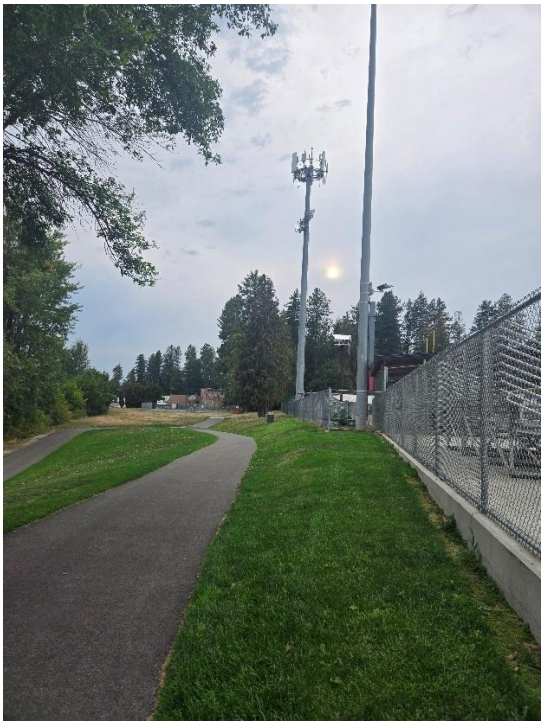
EXHIBIT B
PREMISES MAP





Photos of Wireless Cell Tower at Premises






801 Ontario St
Sandpoint, Idaho
Google Street View
Nov 2021 See more dates
Share

EXHIBIT C
MINIMUM WIRELESS COMMUNICATION SITE STANDARDS

1. Lessor retains the right to inspect Lessee's equipment with 21 calendar days advance written notice to ensure compliance with Parcel Site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.

2. Each transmitter at the Premises will be identified with Exhibit D, Equipment List.

3. All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed only with the written approval of Lessor.

    a. Transmitters in the 29.8 to 54 MHZ range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB of attenuation removed 1.0 MHZ from the operating frequency.

    b. Transmitters in the 66 to 88 MHZ range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHZ removed from the operating frequency.

    c. Transmitters in the 88 to 108 MHZ range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHZ from the operating frequency.

    d. Transmitters in the 88 to 108 MHZ range operating at a power level above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHZ from the operating frequency.

    e. Transmitters in the 130 to 225 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 1.0 MHZ removed from the operating frequency.

    f. Transmitters in the 400 to 470 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 2.0 MHZ removed from the operating frequency.

    g. Transmitters in the 806 to 990 MHZ range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHZ removed from the operating frequency and 40 dB of attenuation at 20 MHZ. Where mixed services share a common property, series cavities need be incorporated.

4. Lessee shall comply with General Engineering Standards, including but not limited to the following:

a. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such the first RF amplifier in a receiver, which can re-radiate causing interference.

b. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.

c. Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.

d. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.

e. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.

f. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. All cables are to be grounded to the tower at the point where the cables leave the tower for the building entry.

g. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.

h. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals is prohibited. Transmission lines are to be insulated from metallic structures and objects. It is the duty of the installation personnel to prevent "diode junctions" from taking place.

i. All loose wire or metal objects are to be removed from the tower and Parcel Site. Metal fencing should be vinyl coated.

j. All equipment shall be licensed by FCC, or have a Radio Frequency Authorization from NTIA, (if required by the regulating agency) and be operated in full accordance with all applicable rules and regulations of the regulating agency. There shall be no modifications that violate "FCC Type Acceptance."

k. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, gap and MOV and Silicon Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.

l. Radios, equipment and batteries installed shall use support equipment that is braced, anchored and/or secured in a manner that prevents or reduces possible damage due to an earthquake.

m. Installation personnel shall provide and install a water tight cable boot at the cable entry port when installing cables from the tower into the building.

5. Interference Policy Statement:

a. In the event radio interference (RI) or physical interference occurs, all users of the Parcel Site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. All equipment must be maintained in good working order and meet original manufacturers and FCC specification for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc., may be required to correct specific problems.

b. Involved systems not in full compliance with these standards shall be required to comply immediately at their own expense.

c. Lessor has the right to require the offending transmitter owner/operator to finance the required corrections or equipment necessary to correct the problem.

6. These are minimum standards of good engineering practices in the operation and maintenance of wireless communication Sites. These standards will be revised as deemed necessary by Lessor or as required by law.

7. For equipment using unlicensed frequencies:

a. All equipment shall be compliant with all FCC rules and regulations.

b. Lessor has the right to require Lessee to provide additional interference protection devices for existing and new Parcel Site users to reduce interference and accommodate Parcel Site growth.

c. Lessor has the right to require Lessee to reposition antennas on towers, add equipment shielding and reduce effective radiated power to reduce interference and accommodate Parcel Site growth.

9. Electrical Standards:

a. Only assigned electrical outlets shall be used.

b. Additions or modifications shall not be made to any electrical distribution system without first securing Lessor's written permission.

c. Access to the panel board is provided for the circuit breaker to the user's assigned outlets.

d. Equipment and units shall have internal fusing to protect the supply circuit.

3. Cord connections for equipment and units shall have a ground wire and the attachment plugs shall have a "U" slot ground to provide a continuous ground from equipment to distribution panel.

EXHIBIT D
TRANSMISSION FACILITIES INFORMATION SHEET

T-Mobile Equipment

	Final
Qty:	3
Type:	Radio
Manufacturer:	Nokia
Model:	AHFIG
Dimensions:	28.7" x 12.9" x 5.6"
Weight:	70.6 lbs.
Center:	98'
	Final
Qty:	3
Type:	Antenna/radio
Manufacturer:	Nokia
Model:	AEHC
Dimensions:	35.4" x 22.8" x 8.3"
Weight:	99.2 lbs.
Base:	96.5'
Center:	98'
Tip:	99.5'
Down Tilt:	____°
Orientation:	0°, 100° & 240°

	Final
Qty:	3
Type:	Radio
Manufacturer:	Nokia
Model:	AHLOA
Dimensions:	26.61" x 14.53" x 6.22"
Weight:	70.54 lbs.
Center:	98'

Verizon Equipment:

Qty:	**3**
Type:	Antenna/radio
Manufacturer:	Ericsson
Model:	AIR 6419 B41
Dimensions:	34.5" x 20" x 8"
Weight:	68.5 lbs.
Base:	119.13'
Center:	120.56'
Tip:	122'
Orientation:	50°, 250° & 320°

Qty:	**3**
Type:	Antenna/radio
Manufacturer:	Ericsson
Model:	AIR3283
Dimensions:	47.2" x 20" x 12"
Weight:	110 lbs.
Base:	118.07'
Center:	120.03'
Tip:	122'
Orientation:	50°, 250°, 320°

Qty:	**3**
Type:	Radio
Manufacturer:	Ericsson
Model:	4490
Dimensions:	17.5" x 15.2" x 6.8"
Weight:	68.4 lbs.
Center:	118'

Prepared by: Tiffany Gonsalves
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Ph: 1-800-487-7483 ext. 7872

MEMORANDUM OF GROUND LEASE AGREEMENT FOR WIRELESS CELL TOWER BETWEEN CITY OF SANDPOINT AND SBA 2012 TC ASSETS, LLC

THIS MEMORANDUM OF GROUND LEASE AGREEMENT FOR WIRELESS CELL TOWER BETWEEN CITY OF SANDPOINT AND SBA 2012 TC ASSETS, LLC (herein "**Memorandum**") is made this _____ day of _____, 202____, by and between **CITY OF SANDPOINT, a municipal corporation of the State of Idaho**, having an address of 1123 Lake Street, Sandpoint, Idaho 83864 ("**Lessor**") and **SBA 2012 TC ASSETS, LLC, a** Delaware limited liability company, having a principal office located at 8051 Congress Avenue, Boca Raton, FL 33487 ("**Lessee**").

WHEREAS, Lessor and Lessee entered into that certain Ground Lease Agreement for Wireless Cell Tower between City of Sandpoint and SBA 2012 TC Assets, LLC ("**Lease**") dated _____, 20____ whereby Lessor leases to Lessee a portion of the land described in **Exhibit "A"** attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Lease.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Lease provides in part that Lessor leases to Lessee approximately two Thousand Five Hundred (2,500) square foot portion of the Parent Parcel together with non-exclusive easements for ingress, egress, and utilities for the duration of the Lease ("**Premises**") located at 801 Ontario

Street, in the City of Sandpoint, County of Bonner, State of Idaho, within the property of or under the control of Lessor which is legally described in **Exhibit "A"** attached hereto and made a part hereof, under Property Parcel ID: RPS00000272400A ("**Parent Parcel**").

2. Lessee shall lease the Premises from Lessor, together with all easements for ingress, egress, and utilities, all upon the terms and conditions more particularly set forth in the Lease for an initial term of ten (10) years, which term is subject to two (2) additional ten (10) year terms. Either party may provide written notice of its intent not to renew no earlier than twelve (12) months and no later than six (6) months prior to the expiration of the then-current term; provided however, that Lessor may elect not to renew if Lessor reasonably determines that the Leased Property is required for a bona fide municipal purpose, including redevelopment or other public benefit or use. In the event Lessor elects not to renew based upon such municipal purpose, Lessor and Lessee shall cooperate in good faith to identify another location within the City limits or Sandpoint, Idaho outside of Parent Parcel, but makes no guarantee another site will be located. Lessee may elect not to renew only if the communications facility is no longer economically viable, in Lessee's reasonable determination, including if there are no active subtenants of Lessee operating at the site. If neither party provides such notice of non-renewal the Leas shall automatically renew for the next Renewal Term. Each Renewal Term shall be subject to all terms and conditions of the Lease.

3. The sole purpose of this instrument is to give notice of said Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.

4. The conditions, covenants, and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, and assigns for the term of the Lease and any extensions thereof. All covenants and agreements of this Lease shall run with the land described in **Exhibit "A"**.

REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

WITNESSES:

ATTEST

_____

Print Name: _____
Title: City Clerk

LESSOR:

THE CITY OF SANDPOINT, a municipal corporation of the State of Idaho

By: _____

Name: _____

Title: Mayor

STATE OF IDAHO
COUNTY OF _____

On this ____ day of _____, 202__, before me, _____, the undersigned notary public, personally appeared _____, known or identified to me (or proved to me on the oath of _____), as the Mayor of the City of Sandpoint, that he/she executed the foregoing instrument, and acknowledged to me that he/she executed the same.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

(NOTARY SEAL)

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

LESSEE:

SBA 2012 TC Assets, LLC, a Delaware limited liability company

By: _____
Joshua Koenig, Executive Vice President and General Counsel

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this ____ day of _____, 202___ by Joshua Koenig, Executive Vice President and General Counsel of SBA 2012 TC Assets, LLC, a Delaware limited liability, on behalf of the company, who is personally known to me and did not take an oath.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT "A"

Legal Description of Parent Parcel

Legal description to be incorporated upon receipt of final survey.

The Parent Parcel is described and/or depicted as follows:

All of Government Lot 1 in Section 27, Township 57 North, Range 2 West, Boise Meridian, lying West of the line described as follows: Beginning at the North Quarter corner of said Section 27; running thence southerly along the center line of said Section extended to Lake pend Oreille.

EXCEPTING therefrom the tract hereby conveyed all roads and streets laid out or dedicated by plat heretofore for record.

AND ALSO EXCEPTING any portion lying within Ontario Street and Ella Avenue.

No: 09-41
Date: July 15, 2009

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: CELL TOWER LEASE AT MEMORIAL FIELD

WHEREAS: The City of Sandpoint has leased a portion of Memorial Field to various entities for the operation of the existing wireless cell tower utilized by Sprint, the current lease having about twelve years remaining; and,

WHEREAS: TowerCo Assets LLC has requested a lease with the city for the existing 2,500 square foot portion of Memorial Field containing the wireless transmission facilities; and,

WHEREAS: It is in the best interests of the City of Sandpoint to enter into a site lease with TowerCo Assets LLC.

NOW, THEREFORE, BE IT RESOLVED THAT: The five year lease (with three five year options to renew) is hereby approved setting out the terms and conditions agreed to, a copy of said lease is attached hereto and made a part hereof as if fully incorporated herein; and,

BE IT FURTHER RESOLVED THAT: Tne mayor and city clerk are hereby authorized to execute said lease on behalf of the City of Sandpoint.

Gretchen A. Hellar, Mayor

ATTEST:

Maree Peck, City Clerk

City Council Members:

			YES	NO	ABSTAIN	ABSENT
1.	Boge		X			
2.	Newton		X			
3.	O'Hara		X			
4.	Snedden	Motion	X			
5.	Logan	Second	X			
6.	Reuter		X			

COPY

DH

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is made this ~~15th~~ 31ST day of ~~July~~ August, 2009, by and between CITY OF SANDPOINT, a municipal corporation of the State of Idaho ("Lessor") and TOWERCO ASSETS LLC a Delaware limited liability company ("Lessee").

1. Lease. Lessor is the owner of a parcel or parcels of real property located at 801 Ontario Street, in the city of Sandpoint, county of Bonner, and State of Idaho, as more particularly described in Exhibit "A" annexed hereto (the "Parent Parcel"). The Parent Parcel is utilized as a public park. For good and valuable consideration and the mutual promises herein set forth, Lessor hereby leases unto Lessee and its assigns a Two Thousand Five Hundred (2,500) square foot portion of the Parent Parcel (the "Property"), together with easements for ingress, egress and utilities for the duration of this Lease (collectively, the "Easement"). The Property together with the Easement are collectively the "Premises", a portion of which is more particularly described and/or depicted on Exhibit "B" attached hereto. Lessor acknowledges that Lessee currently occupies only a fraction of the Premises and that Lessee has rights to additional portions of the Parent Parcel not to exceed an aggregate leased area of Two Thousand Five Hundred (2,500) square feet. Lessor further agrees and acknowledges that Lessee may at Lessee's sole cost and expense have a metes and bounds survey prepared of the Premises and that the legal description of the Premises as shown on the survey shall thereafter become the legal description of the Premises. Lessee may assign this Lease with the written consent of Lessor, which will not be unreasonably withheld.

2. Use. The Premises may be used by Lessee for the transmission and reception of wireless communication signals in any and all frequencies and the construction, maintenance, operation and subleasing of towers, antennas, or buildings, and related facilities and activities ("Intended Use"). Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals").

3. Initial Term. The term of this Lease shall be five (5) years commencing on the latter signature date of this Lease ("Commencement Date") and terminating on the fifth (5^{th}) anniversary of the Commencement Date ("Initial Term").

4. Renewal Terms. Lessee shall have the right to extend this Lease for three (3) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in Paragraph 5(c). This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

5. Consideration.

(a) During the Initial Term, Lessee shall pay Lessor the sum of Seven Thousand One Hundred Forty One and 56 /100 Dollars ($7,141.56) per annum to be paid in equal monthly installments of Five Hundred Ninety Five and 13 /100 Dollars ($595.13) as rental ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor to Sandpoint City Hall, 1123 Lake Street, Sandpoint, ID 83864-1714;

(b) If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination ("Termination Date"), and in

the event of termination for any reason other than nonpayment of Rent, all Rent paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee; and

(c) In the event that Lessee elects to renew this Lease as provided in Paragraph 13, Rent during each Renewal Term shall increase by fifteen percent (15%) over the Rent payable during the immediately preceding term.

6. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that:

(a) Lessor has good and marketable title to the Premises free and clear of all liens and encumbrances. Lessee may at Lessee's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance on the Premises. In the event that Lessee objects to any defect or cloud on title to the Premises, Lessee may declare this Lease to be void and of no further force or effect whereupon this Lease shall become null and void and there shall be no further liability of Lessee to Lessor; and

(b) Lessor has the authority to enter into and be bound by the terms of this Lease;

(c) There are no pending or threatened administrative actions including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Lessor or which may otherwise affect the Premises; and

(d) The Premises are not presently subject to an option, lease or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease;

(e) Lessee's Intended Use of the Premises as a site for the transmission and receipt of wireless communication signals; for the construction, operation and maintenance of towers, antennas or buildings; and related facilities is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations;

(f) there are no easements, licenses, rights of use or other encumbrances on the Premises which will interfere with or constructively prohibit Lessee's Intended Use of the Premises; and

(g) Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

These representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

7. Conditions Subsequent. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited through no fault of Lessee then, without limiting any other remedy in law or equity, Lessee shall have the option to terminate this Lease and Lessee shall be entitled to a refund from Lessor of Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

8. Interference. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use any portion of the Parent Parcel or adjacent real property owned by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a

material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Notwithstanding the foregoing, neither Lessee nor Sublessee (as hereinafter defined) shall cause interference to the public safety frequencies broadcasted for Lessor's fire, police, other public safety departments, and public service departments. In order to prevent and identify any sources of interference, all lessees and their sub-lessees shall take the following actions to insure interference issues will not impact Lessor:

1. Install inter-modulation suppression panels and cavities on all transmitters.
2. Install cavities on all receivers.
3. Install shielded transmission lines and jumpers.
4. Install shielded computer cables and Cat5 with bonded connectors.
5. Install ferrite chokes on computer cables and Cat5 cables.
6. Remove unused antennas and transmission lines.
7. Remove any loose metal to metal objects.
8. Properly ground all metal fences.
9. Remove all equipment that is not FCC type accepted for the application.
10. Reassess the radio environment for further action.

DH

Further, Lessee shall not interfere with park uses on the Parent Parcel and shall promptly restore any portion of the Easement disturbed by Lessee's actions.

The foregoing requirements shall be deemed waived upon a showing by Lessee that the improvement is unnecessary or has been cured by some other application which showing will be deemed presumptively made upon delivery by Lessee to Lessor of a letter from a licensed engineer stating that the improvement is unnecessary or has been cured by some other application.

9. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities, including without limitation, towers, structural tower bases, radio transmitting and receiving antennas, communications equipment, an equipment cabinet or shelter(s) and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessee shall remove all of the above-ground portions of the Tower Facilities following any termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Tower Facilities or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities.

(b) Lessee shall have the right to install power, telco, and any other utilities on the Property, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor

without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service for Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress, and access from the Premises to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Tower Facilities. The parties recognize that the Parent Property is a park and access easement may be grass. If no such public road exists or ceases to exist in the future, Lessor will grant an exclusive easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement.

(d) Lessee may upon thirty (30) days prior written notice to Lessor, remove the existing stadium lights ("Lights") currently mounted to the existing steel monopole ("Tower") owned by Lessee. Upon removing the Lights, Lessee shall notify Lessor of such removal and Lessor will have 30 days to take possession of the Lights. In the event that Lessor does not claim the Lights within such 30 day time period, then the Lights will be deemed abandoned and Lessee may dispose of the Lights at Lessee's discretion with no liability to Lessor.

10. Further Acts.

(a) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises and to take such action as Lessee may reasonably require to effect the intent of this Lease. Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's intended use of the Premises including but not limited to land use and zoning applications.

(b) Lessee shall refrain from any act which would result in a lien being placed on the Property and shall take prompt action to remove any lien resulting from Lessee's use of the Property.

11. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason upon written notice from Lessee to Lessor.

12. Subleases.

(a) Lessee at its sole discretion shall have the right, without any need to obtain the consent of Lessor, to license or sublease all or a portion of the Premises and the Tower Facilities. In such event, Lessee shall provide Lessor with a copy of any such license or sublease within thirty (30) days of execution along with a completed Sublessee Information Sheet, a copy of which is attached hereto as Exhibit C.

(b) Lessee shall pay to Lessor twenty-five percent (25%) of any rent which Lessee receives from any licensee or sublessee ("Sublessee") for such subleases other than Sprint/Nextel . It is recognized that Sprint Nextel is a parent company which has wholly owned affiliates which operate two different technologies, CDMA and iDEN (i.e. Sprint and Nextel) technologies, neither of which are subject to the revenue share provisions of the Lease.

(c) Any such Sublessee shall be entitled to modify the Tower (without increasing its height) and to erect additional improvements on the Premises including but not limited to antennas, dishes, cabling (in accordance to the engineering specifications approved by Lessor). Additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment may be installed on the Premises by said Sublessee. New or additional towers shall require amendment of this Lease. In addition, Sublessee shall be entitled to all rights of ingress and egress to the Premises and the right to install utilities on the Premises as if said Sublessee were the Lessee under this Lease.

13. Taxes. Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to. the Tower Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Lessee shall pay as additional Rent any increase in real property taxes levied against Premises which are directly attributable to Lessee's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Lessor furnishes proof that such increase to Lessee. In the event that Lessor fails to pay when due any taxes affecting the Premises or the Easement, Lessee shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have no obligation to make payment of any real or personal property taxes until Lessee has received notice, assessment or billing relating to such payment in accordance herewith. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real or personal property taxes as set forth herein, including but not limited to executing consent to appeal or other similar document.

14. Damage or Destruction. If the Premises or the Tower Facilities are destroyed or damaged so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.

15. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.

16. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Tower Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars ($1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Tower Facilities. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Parent Parcel, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars ($1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Parent Parcel.

17. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Easement through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

18. Environmental Indemnities.

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Parent Parcel and/or Easement, or migrating to or from the Parent Parcel and/or Easement, or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Parent Parcel and/or Easement and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee.

(b) Lessee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Premises arising solely as the result of Lessee's activities after the execution of this Lease.

(c) Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this Lease, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Parent Parcel and/or Easement which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated from the presence upon, about or beneath the Parent Parcel and/or Easement of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the Parent Parcel and/or Easement, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Parent Parcel and/or Easement to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Parent Parcel and/or Easement notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(d) The duties and indemnifications in this paragraph shall survive expiration or earlier termination of this Lease.

19. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

Name:	City of Sandpoint
Address:	Sandpoint City Hall 1123 Lake Street Sandpoint, ID 83864-1714
Attention:	City Attorney
Phone:	(208) 263-3317

If to Lessee, to:

Name:	TowerCo Assets LLC
Address:	5000 Valleystone Drive Cary, NC 27519
Attention:	Corporate Counsel
Phone:	(919) 469-5559
Fax:	(919) 469-5530

Sandy King → Denise Baker, Lease Acct. West Coast.
dbaker@towerco.com
919-653-5707
5000 ~~Notice~~ Valleystone Dr.
Cary, NC 27519

20. Title and Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Premises free and clear of any liens and encumbrances or mortgages; and (iii) the Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorneys fees associated with a breach of the foregoing covenant of quiet enjoyment. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from

future installments of Rent. Lessor further warrants that the Property is in compliance with all current State Historical Preservation Office (SHPO) requirements. Lessor agrees to indemnify and hold harmless Lessee from any and all claims and/or notices of non-compliance brought against Lessor for any breach by Lessor of this warranty, and Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Property while Lessor remedies any such non-compliance. Should Lessee's use of the Property become compromised due to any breach of the warranty contained in this subparagraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

21. Assignment. Any sublease, license or assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease. Lessee shall provide copies of such documents to Lessor within 30 days of any agreement. Lessee may assign this Lease without the consent of Lessor. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Tower Facilities, and may assign this Lease and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Premises during a thirty (30)day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

22. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

23. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

24. Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Premises by Lessee or its agents, licensees' or sublessees', so long as Lessee operates within applicable federal laws, rules and guideline.

25. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other

agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(d) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises, including but not limited to affidavits relating to title curative measures and subordination and non disturbance agreements and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(f) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(h) Simultaneous with the execution of this Lease, Lessor shall execute and deliver to Lessee a Memorandum of Lease, which Lessee may file of record in the property records in the county in which the Premises are located, which sets forth the names and addresses of Lessor and Lessee, the legal description of the Parent Parcel and the Premises, the duration of the Initial Term and the quantity and duration of the Renewal Terms.

(i) In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(j) Lessee may obtain title insurance on its interest in the Premises and Easement, and Lessor shall cooperate by executing documentation required by the title insurance company.

(k) Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's intended use of the Premises including but not limited to land use and zoning applications.

(l) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by the each of the parties, it being understood that all parties need not sign the same counterpart.

(m) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Property.

(n) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

26. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Property. Lessor shall indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

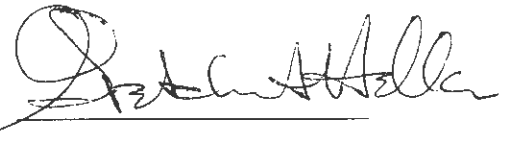
27. Confidentiality. Lessor shall not disclose to any third party the Lease Consideration or Rent payable by Lessee under this Lease and shall treat such information as confidential, except that Lessor may disclose such information to prospective buyers, prospective or existing lenders, to Lessor's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Lessor's rights under this Lease. Lessor acknowledges that the disclosure of such information to any other parties may cause Lessee irreparable harm, and in the event of such disclosure, as an additional remedy, Lessee shall have the right to terminate this Lease upon giving thirty (30) days written notice thereof to Lessor.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date affixed to their signatures below.

LESSOR:

CITY OF SANDPOINT
a municipal corporation of the State of Idaho
Federal I.D. No.: 82-6000258

By: 

Name: Gretchen A. Hellar

Title: Mayor

Date: 7.17.09

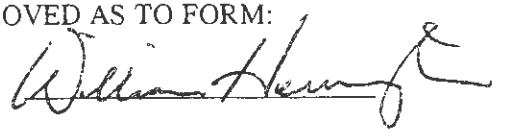
By: 

Name: Maree Peck

Title: City Clerk

Date: July 17, 2009

APPROVED AS TO FORM:

By: 

Name: William L. Herrington

Title: City Attorney

Date: July 23, 2009

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

State of Idaho

County of Bonner

Before me, Christine Osgood the undersigned, a Notary Public for the State, personally appeared Gretchen A. Hellar, who is the Mayor of the City of Sandpoint, a municipal corporation of the State of Idaho, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 17th day of July, 2009.

CHRISTINE M. OSGOOD NOTARY PUBLIC STATE OF IDAHO

NOTARY SEAL

Signature Christine M. Osgood

My commission expires: 8/2011

State of Idaho

County of Bonner

Before me, Christine Osgood the undersigned, a Notary Public for the State, personally appeared Maree Peck, who is the City Clerk of the City of Sandpoint, a municipal corporation of the State of Idaho, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 17th day of July, 2009.

CHRISTINE M. OSGOOD NOTARY PUBLIC STATE OF IDAHO

NOTARY SEAL

Signature Christine M. Osgood

My commission expires: 8/2011

LESSEE:

TOWERCO ASSETS LLC
a Delaware limited liability company

By: Daniel Hunt

Name: Daniel Hunt

Title: Vice President and CFO

Date: 8/31/09

State of North Carolina

County of Wake

Before me, Kristen Elise Fienberg the undersigned, a Notary Public for the State, personally appeared Daniel Hunt who is the Vice President and CFO of TowerCo Assets LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal, this 31st day of August, 2009.

Signature Kristen Elise Fienberg

NOTARY SEAL

MY COMMISSION EXPIRES 4/16/2011

My commission expires: _____

KRISTEN ELISE FIENBERG
NOTARY PUBLIC
WAKE COUNTY NC

EXHIBIT "A"

PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

All of Government Lot 1 in Section 27, Township 57 North, Range 2 West, Boise Meridian, lying West of the line described as follows: Beginning at the North Quarter corner of said Section 27; running thence southerly along the center line of said Section extended to Lake Pend d'Oreille.

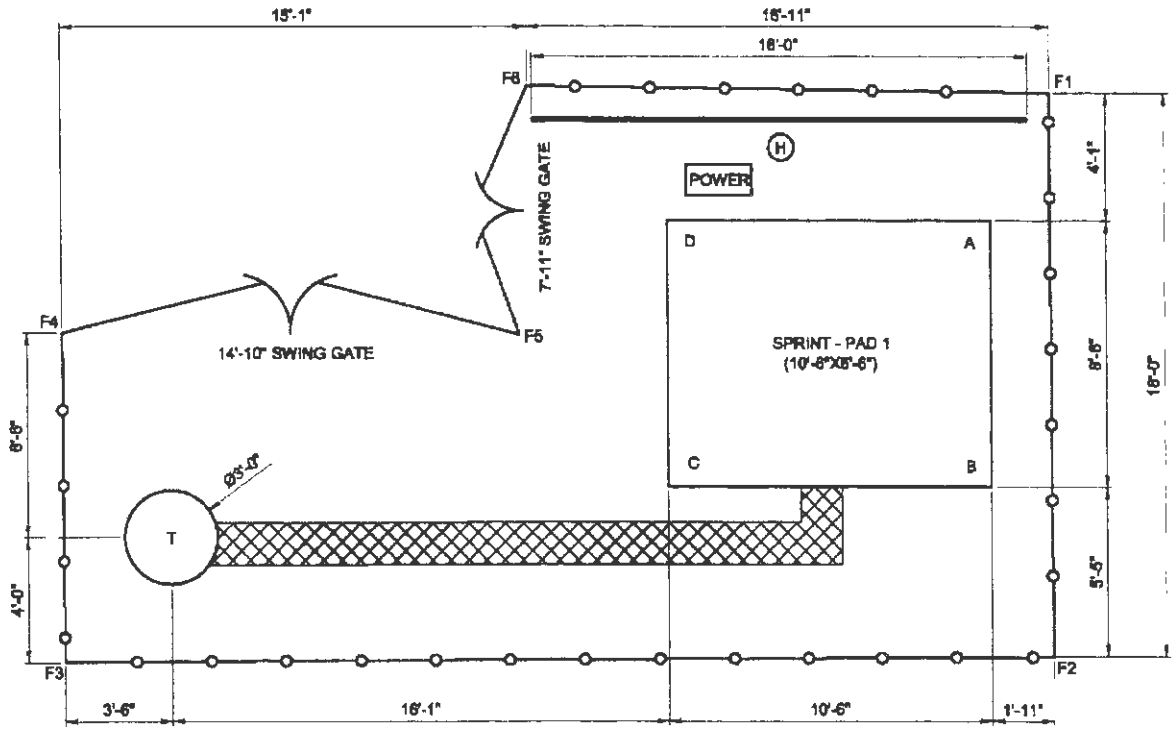
EXCEPTING therefrom the tract hereby conveyed all roads and streets laid out or dedicated by plat heretofore filed for record.

AND ALSO EXCEPTING any portion lying within Ontario Street and Ella Avenue.

EXHIBIT "B"

PREMISES

An approximately Two Thousand Five Hundred (2,500) square foot portion of the Parent Parcel, together with necessary easements for ingress, egress and utilities, a portion of which is depicted below:



Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Width and locality of access road shall be the width required by the applicable governmental authorities and utility providers, including police and fire departments.
3. Lessor and Lessee acknowledge that the above depiction represents only a fraction of the leased premises and that Lessee has rights to additional portions of the Parent Parcel not to exceed an aggregate leased premises of Two Thousand Five Hundred (2,500) square feet.

EXHIBIT "C"

SUBLESSEE INFORMATION SHEET

Company Name: _____

Mailing Address: _____

Contact Name and Phone Number: _____

Description of Service: _____

_____

Equipment Manufacturer: _____

Equipment Model: _____

Serial Number: _____

Transmit Frequencies: _____

Transmit Power: _____

Transmit ERP: _____

Receive Frequencies: _____

IF Frequencies: _____

Transmit PL or DPL (if applicable): _____

Narrowband Conversion Date (if planned): _____

Please attach a copy of the FCC License.

NOTICE OF APPEAL

Notice is hereby given that the Sandpoint City Council will hold a hearing to [redacted] appeal during its re[redacted] on Wednesday [redacted] 2026, scheduled to begin at 5:30 p.m. in Council Chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Item # 7.

The appeal concerns the Planning and Zoning Commission's August 18, 2026, decision denying the property owners' initial appeal of a Notice of Violation issued under Sandpoint City Code § 9-6-18, Removal and Disposition of Signs, for the property located at 56 and 58 Bridge St. (parcel numbers RPSRPS000000233921A and RPS00000233931A). The appellant has appealed the Commission's denial to the City Council. The Council will consider this appeal in accordance with the provisions of the Sandpoint City Code.

Seating in Council Chambers is available on a first-come, first-served basis. Overflow areas outside the chambers will accommodate additional attendance, with live meeting video and audio provided. Any written materials to be considered by the City Council must be delivered to City Hall or emailed to cityplanning@sandpointidaho.gov before 5:00 p.m. on Thursday, October 15, 2026.

To request special accommodation to review the appeal file or participate in the above-noticed meeting, contact the City via the email address above or by phone at (208) 2[redacted] no later than two (2) [redacted] s days prior to the meeti[redacted]

100

BCB#8250 AD#56350
October 6, 2026

Norman M. Semanko, ISB #4761
PARSONS BEHLE & LATIMER
800 West Main Street, Suite 1300
Boise, Idaho 83702
Telephone: (208) 562-4900
Facsimile: (208) 562-4901
nsemanko@parsonsbehle.com
boisedocket@parsonsbehle.com

Attorneys for Appellant Averill Hospitality, LLC

BEFORE THE CITY COUNCIL

CITY OF SANDPOINT, IDAHO

IN THE MATTER OF NOTICE OF VIOLATION ISSUED TO AVERILL HOSPITALITY PURSUANT TO SANDPOINT CITY CODE § 9-6-18	**NOTICE OF APPEAL; REQUEST FOR HEARING**

This Notice of Appeal of the attached (as "Exhibit A") decision letter ("Decision") of the Planning and Zoning Commission ("Commission") to uphold the attached (as "Exhibit B") Notice of Violation ("NOV") issued to Averill Hospitality, LLC ("Averill" or "Appellant") by the City of Sandpoint ("City") Director of Community Planning and Development ("Director") is submitted to the Sandpoint City Council ("City Council") through the undersigned counsel, pursuant to Sandpoint City Code ("SCC") § 9-9-10. By its own terms, the Decision of the Commission was made effective on September 1, 2026, with any appeal required to be filed within ten (10) business days.

The Appellant will pay any required fee upon confirmation that such a fee, if any, exists.

Appeal Procedures

As provided in the Decision, appeals from the Commission to the City Council are provided for in the SCC as follows:

9-9-10: - Appeals:

Appeal From Planning Commission Decision:

> Notice of Appeal: An affected person aggrieved by the decision of the planning commission may file a written notice of appeal with the planning department or city council. Such notice must be filed within ten (10) business days after the planning commission's decision and shall clearly state the basis on which such person is an affected person as defined in Idaho Code 67-6521, and the grounds for appeal. An appeal from an action of the planning commission shall automatically stay the issuance of a building or other permit until such appeal has been decided by the city council.
>
> Fees for Appeal: The fees for an appeal from the planning commission's decision shall be set at the discretion of the city council by resolution duly passed and adopted by the city council.
>
> Public Hearing On Appeal: The city council shall hold a public hearing on an appeal pursuant to the procedures as provided in this chapter at a regularly scheduled city council meeting, or at a special meeting called for that purpose.

This appeal is timely filed within 10 business days of the Decision's September 1 effective date.

Averill Hospitality is an Affected Person under Idaho Code Section 67-6521

Averill is the party that is the subject of the Director's NOV and the owner of the signs that are currently required to be removed. As such, Averill is clearly an "affected person" as set forth in Idaho Code Section 67-6521.

Grounds for Appeal: The Signs Still Advertise a Bonified Business and are not "Abandoned Signs" Under the Definition Set Forth in the City Code.

The basis for this appeal is simple. The Commission determined that the signs on the property are abandoned without meaningfully reviewing, applying, or properly interpreting the definition of "abandoned signs" provided for in the SCC. That definition is as follows:

///

///

9-6-4: - Definitions:

ABANDONED SIGN, ON PREMISES: A sign which no longer advertises a bona fide business, lessor, owner, product or activity conducted or product available on the premises where such sign is displayed.

As discussed during the Commission's appeal hearing, there is ample evidence of "a bona fide business" which is advertised by one or more of the existing signs. To satisfy this requirement, it is not necessary that all potential (or past) services are currently being provided. The relevant question is whether there is "a bona fide business."

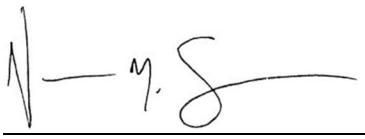
The attached evidence (Exhibit C), much of which was discussed during the Commission's appeal hearing, clearly demonstrates that "a bona fide business" still exists, despite the fact that rooms are not currently being made available. This includes a current business license, occupancy permit, paid staff, hosted events, and other business activities.

The on-premise signs advertise the business. As a result, the SCC definition of an "abandoned sign" is not met and the NOV should be set aside by the City Council.

Appellant reserves the right to provide additional argument on appeal at the public hearing to be scheduled before the City Council, as required by SCC § 9-9-10.

DATED this 15th day of September, 2026.

PARSONS BEHLE & LATIMER

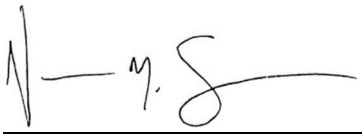


Norman M. Semanko
Attorneys for Appellant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 15th day of September, 2026, a true and correct copy of the foregoing document was served to the following persons by the method indicated below, addressed as follows:

CITY OF SANDPOINT City Council Planning and Zoning Commission 1123 Lake Street Sandpoint, ID 83864	☐ U.S. Mail ☐ Facsimile: ☐ Hand Delivery ☐ Overnight Delivery ☒ Email: cityplanning@sandpointidaho.gov; jwelker@sandpointidaho.gov; bdean@sandpointidaho.gov; pskon@sandpointidaho.gov; cityclerk@sandpointidaho.gov



Norman M. Semanko

EXHIBIT “A”

CITY OF SANDPOINT
NOTICE OF WRITTEN DECISION
PAPL26-0001 – Averill Hospitality, Sign Code Violation

Appellant: Averill Hospitality, LLC
Location: 56 bridge St, Sandpoint, Idaho
Zone: Commercial C

Appeal Hearing Date: August 18, 2026
Meeting Type: Regular Planning and Zoning Commission Meeting – Public Hearing, Deliberation, and Decision

---

Summary of Decision

On August 18, 2026, the Sandpoint Planning and Zoning Commission held a duly noticed public hearing to consider an appeal of a Notice of Violation concerning abandoned signs on property located at 56 Bridge Street. All members of the Planning and Zoning Commission were present with the exception of Commissioner Ivan Rimar and Chair Mose Dunkle. Vice Chair Wayne Benner presided over the meeting.

The site at 56 Bridge St contains two signs that were the subject of the Notice of Violation. The Planning and Zoning Commission considered the staff report, Notice of Violation, Appellant's request for hearing (Appeal) in response to the Notice of Violation, appellant's presentation, and responses to questions. The discussion and deliberation centered on the current development status of the former hotel and restaurant. The Commissioners asked several questions regarding the timelines of various Conditional Use Permits, building permits, demolition permits, and their expirations. The Appellant contended that the hotel and restaurant had only been "paused" in operation and the intent was to rebuild the site pursuant to a new plan, either the one that had been approved in 2025 and extended in 2025, or a new one which is the current subject of staff review. The record reflects that the demo permit expired and the building permit expired, with no work completed under either permit. Commissioners inquired as to whether or not booking for hotel rooms could be made at present, to which the appellant responded that such could not be done. Commissioners focused on the language of the Sandpoint City Code, specifically 9-6-4 (definitions) and 9-6-18 (Removal and Disposition of Signs).

SANDPOINT

Following deliberation, the Planning and Zoning Commission voted to deny the appeal, finding pursuant to Sandpoint City Code 9-6-18A, that the conditions had been met for the 2 signs at 56 Bridge St that are the subject of the Violation Notice to be considered abandoned signs, and that the code remedy was for the signs to be removed. The Commissioners commented that the Sandpoint City Code did not provide for any alternate remedy. The Commissioners present voted unanimously to deny the appeal.

Effective Date of the Denial of the Appeal: The denial of the appeal is effective as of September 1, 2026 and pursuant to Sandpoint City Code 9-9-10 (Appeals), an affected person may file a written notice of appeal with the City Council via the office of the City Clerk. Such notice must be filed within ten business days after action by the Planning and Zoning Commission on this notice of written decision.

Approved by:

Wayne Benner

Wayne Benner, Vice Chair
City of Sandpoint Planning and Zoning Commission

Attest:

Mandy Brown

Mandy Brown, Administrative Assistant

EXHIBIT “B”

SANDPOINT

Re: Notice of Violation – City Code §9-6-18 Removal and Disposition of Signs
Property: 56 and 58 Bridge St.
Violation Date: June 26, 2026

Sent via certified mail and email

Property Owner: Averill Hospitality, LLC

1380 Wisconsin Ave., Whitefish, MT 59937

Dear Brian and Dan Averill:

The purpose of this letter is to serve as formal notice of violation of the City of Sandpoint City Code (SCC), specifically Title 9, Section 9-6-18 pertaining to the existence of abandoned signs located at 56 and 58 Bridge Street, and to request your prompt attention by removing the illegal signs.

Violation Description:
During a site inspection on the above date, City staff determined that two signs located on your property do not comply with SCC 9-6-18(A), which governs the removal of abandoned signs. At approximately 6 feet from the western property line is a large, freestanding sign erected on two poles, approximately 50-feet tall, and at the southern property line is a second freestanding sign approximately 15-feet tall. Both signs are determined to be abandoned signs, pursuant to SCC 9-6-18(A). Please see the attached photos that were taken as part of this determination. Sandpoint City Code 9-6-18 specifically addresses the removal of signs which are located on property that becomes unoccupied or vacant, allowing for a maximum of 6 months that a sign may remain on such property.

The City understands the buildings formerly operated as a hotel and restaurant but are no longer used for a hotel, restaurant, or any business. On June 16, 2026, at the Planning and Zoning Commission meeting to discuss your requested extension of the Conditional Use Permit and Variance (application number PCUP23-0004 and PVAR24-0001), testimony was provided by your representative Ben McGrann, that the hotel and restaurant were closed last year (2025) and that such closure was evidence of the overall project being diligently pursued. The buildings have not been occupied since their closure in September 2025. The Planning and Zoning Commission in deciding to grant your permit extensions specifically

SANDPOINT

cited the closure of the restaurant and hotel as evidence of the new project being diligently pursued.

Required Correction:
You are hereby required to immediately take the following corrective action(s):

1. Obtain a demolition permit from the Building Division of the Community Planning and Development Department within 30 days of this notice, and
2. Remove the two freestanding signs referenced herein, including their foundations, within 20 days of issuance of the demolition permit.

Consequences of Non-Compliance:
If you fail to comply with the above within the time frame specified, the City reserves the right to pursue enforcement action pursuant to SCC1-4-1 and 1-4-2 which may include:

- Abatement of the violation by City contract and assessment of all costs to you, the property owner.
- A penalty, not to exceed $100 per day.

We encourage you to address this matter promptly to avoid any further enforcement or financial penalty.

Please contact Jason Welker at 208-255-1738 or jwelker@sandpointidaho.gov if you have questions about how to bring your property into compliance.

Thank you for your immediate attention to this matter.

Sincerely,

Jason Welker, Director of Community Planning and Development

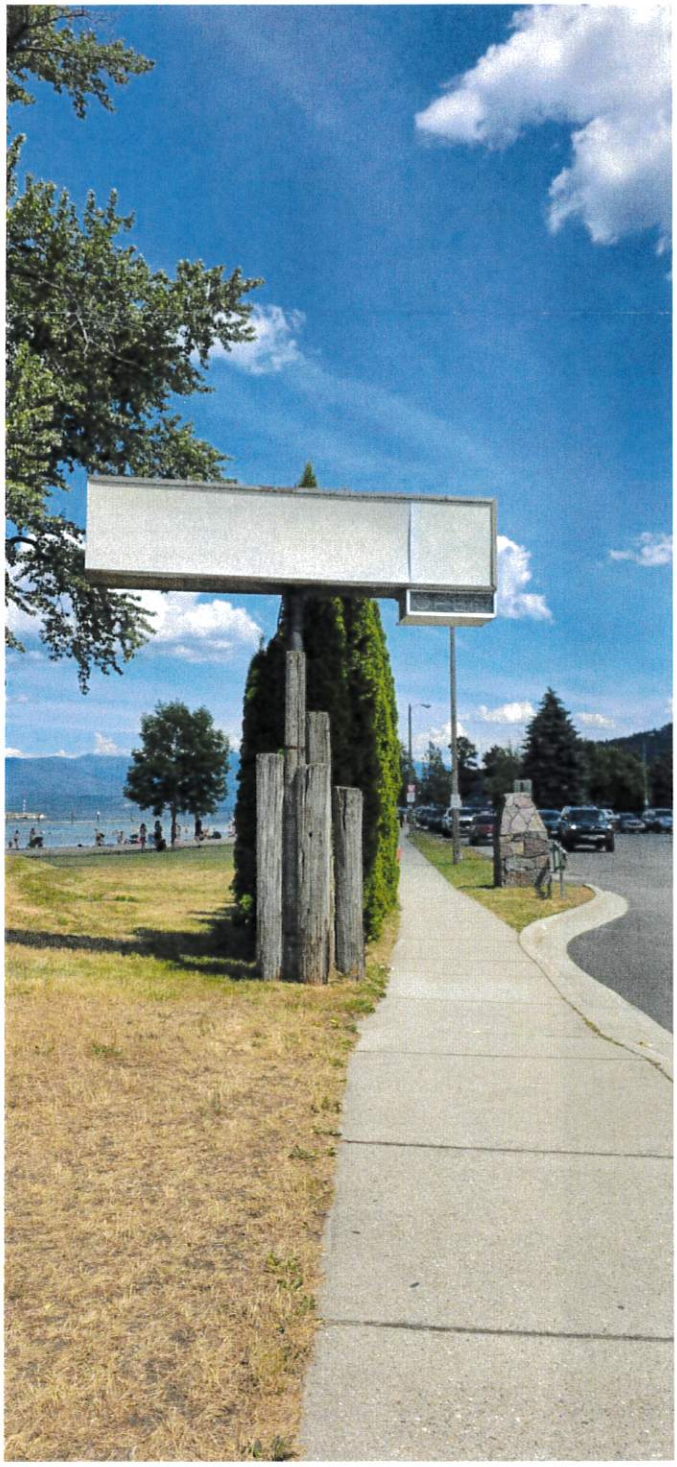
CC: Corey Coon, Chief of Police

Bill Dean, Deputy Director of Community Planning and Development

Pete Skon, Chief Building Official

SANDPOINT

Image of Freestanding Sign #2



SANDPOINT

Image of Freestanding Sign #1



EXHIBIT “C”

BINDER OF INSURANCE - VALID UNTIL THE EXPIRATION DATE SHOWN BELOW

DATE:	May 19, 2026
TO:	Matt Romano Monarch E&S Insurance Services (818) 249-0100 matthew.romano@specialtyprogramgroup.com
NAMED INSURED:	**Dan L Averill Family Limited Partnership**
POLICY NUMBER:	RETH-HS-FL-0000346-02
RENEWAL OF POLICY:	RETH-HS-FL-0000346-01
MAILING ADDRESS:	1380 WISCONSIN Ave WHITEFISH, MT 59937
ADDITIONAL INTEREST(S):	**Mortgagee** Stockman Bank 3615 BROOKS St MISSOULA, MT 59801
COVERED LOCATION(S):	As per the Schedule of Values
POLICY PERIOD:	May 16, 2026 to May 16, 2027 **Binder Valid Until June 18, 2026** (12:01 A.M. Standard time at the mailing address of the insured)
MINIMUM EARNED PREMIUM:	25%
INSURER:	**Houston Specialty Insurance Company (hereinafter "the Company")** Non-Admitted Carrier AM Best Rating: A-
TOTAL INSURANCE VALUE:	$13,025,000
LIMIT OF LIABILITY:	$1,000,000 per occurrence, annual aggregate
DEDUCTIBLE:	$25,000 per occurrence Business Interruption/Loss of Use deductible/wait period shown in schedule

COVERED PERILS:	Direct physical loss or damage caused by the peril of Flood only, subject to policy terms and conditions.
COVERED PROPERTY:	Real Property (Building) Business Personal Property (Contents) Business Interruption/Loss of Use
VALUATION:	Replacement Cost Value
COINSURANCE:	Nil
FULL ANNUAL PREMIUM:	$8,748
POLICY TERM PREMIUM:	$8,748.00
SURPLUS LINES TAX (1.5%):	$135.00
STAMPING FEE (0.5%):	$45.00
FILING FEE:	$120.00
POLICY FEE:	$150.00
TOTAL DUE:	**$9,198.00**
SURPLUS LINES AGENT NAME:	Derek Lynch
SURPLUS LINES AGENT ADDRESS:	7514 Flag Tail Drive Midlothian, VA 23112
SURPLUS LINES AGENT LICENSE:	890641
STATE TAXING JURISDICTION:	ID

APPLICABLE POLICY FORMS:

HSIC JACKET 06 2021	HSIC POLICY JACKET
SKWD FL DS 01 07 21	FLOOD COVERAGE DECLARATIONS
SKWD FL 01 04 07 21	SCHEDULE OF FORMS AND ENDORSEMENTS
SKWD FL 01 01 03 22	COMMERCIAL PROPERTY SCHEDULE OF LOCATIONS
SKWD FL 00 01 09 21	GENERAL FLOOD INSURANCE POLICY FORM
SKWD FL 01 08 07 21	SERVICE OF SUIT
SKWD FL PN 001 07 21	OFAC NOTICE
SKWD FL 01 06 07 21	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
HSIC CP ES 01 11 10 20	ASBESTOS EXCLUSION
SKWD FL 01 14 08 21	ELECTRONIC DATA EXCLUSION
SKWD FL 01 13 08 21	BUSINESS INCOME ENDORSEMENT

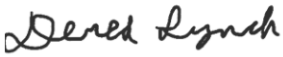
COMMISSION: 12.5%

CONDITIONS:

The Company binds the kind(s) of insurance stipulated on this Binder of Insurance. The insurance is subject to the terms, conditions and limitations of the policy in current use by the Company.

This Binder of Insurance (hereinafter "Binder") may be cancelled by the Named Insured by surrender of this Binder or by written notice to the Company stating when cancellation will be effective, subject to a minimum earned premium. This Binder may be cancelled by the Company by notice to the Named Insured in accordance with the policy conditions. This Binder is cancelled when replaced by a policy. If this Binder is not replaced by a policy, the Company is entitled to charge a premium for the Binder according to the rules and rates in user by the Company.

AUTHORIZED BY:



Derek Lynch

SCHEDULE OF VALUES

POLICY LIMIT: $1,000,000 per occurrence

POLICY DEDUCTIBLE: $25,000 per occurrence

Site	Bldg	Location	Flood Zone	Replacement Value		Limit		Deductible	
N/A	1	56 BRIDGE St SANDPOINT, ID 83864	X	Building	$9,025,000	Building	—	Building	—
				Contents	$1,000,000	Contents	—	Contents	—
				BI	$3,000,000	BI	—	BI	7 Day Wait
			Total:	**$13,025,000**		**$0**			

CERTIFICATE OF LIABILITY INSURANCE

DATE 6/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Katie LaBier, CISR	
Alliant Insurance Services, Inc. 476394 Hwy 95 Ponderay, ID 83852	PHONE (A/C, No, Ext): (208) 627-0067	FAX (A/C, No):
	E-MAIL ADDRESS: katie.labier@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED	INSURER B : Idaho State Insurance Fund	36129
Greater Sandpoint Chamber of Commerce Po Box 928 Sandpoint, ID 83864	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		PHPK2553811-017	7/1/2026	7/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	X		PHPK2553811-017	7/1/2026	7/1/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE	X		PHUB914613-002	7/1/2026	7/1/2027	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A		529085	10/1/2025	10/1/2026	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Date of Event July 5, 2026 - Beerfest

CERTIFICATE HOLDER

Averill Hospitality
1380 Wisconsin Ave
59937

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jodie Caless

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The ACORD name and logo are registered marks of ACORD

Monthly Statement

Item # 7.

Edgewater Sandpoint LLC

myavista.com
1 (800) 936-6629

Account Number: 1669058469
Statement Date: 08/20/2026

RECEIVED
AUG 24 2026

Total Amount Due	Due Date
$1,763.84	Sep 11, 2026 (Applies to new charges only)

Bill at a Glance

Previous Balance Due	**$1,632.58**
Payment Received on 08/12/2026 - Thank you.	-1,632.58
Subtotal	**0.00**
New Charge(s)	
Electric	1,659.81
Natural Gas	104.03
Total Amount Due This Month	**$1,763.84**
Due Date (Applies to new charges only):	**Sep 11, 2026**

Your Message Center

Planning a construction or landscaping project? Contact 811 at least two business days before you dig. Visit **myavista.com/811** to learn more.

A late fee of 1% will be added to past due balances over $50.

More business customers are choosing secure, convenient Paperless Billing for affordability. Register at **myavista.com/enrollments** or call (800) 227-9187.

DATE
DOF
GM DM 08.25.24
BU 69615
INV AMT 1763.84
A/C CODE 7010 = 1659.81
7030 = 104.03

Contact Us

Customer Service: 1 (800) 936-6629
Monday through Friday 7 a.m. to 6 p.m.

TTY Service - Our service numbers for the hearing impaired are: 711 or 1 (800) 377-3529

After Hours Emergencies: 1 (800) 227-9187

Send payments only to:
Avista
1411 E. Mission Ave
Spokane WA 99252-0001

Send correspondence to:
Avista Customer Service MSC-34
PO Box 3727
Spokane WA 99220-3727

Website: myavista.com

Email: ask@myavista.com

▼Please detach and return the bottom portion with your payment.▼

Account Number: 1669058469

1411 E. Mission Ave.
Spokane WA 99252-0001

Please use the reverse side to change your address or enroll in Auto Pay (APS). For any other updates, visit myavista.com.

Total Amount Due	**$1,763.84**
Due Date (Applies to new charges only):	**Sep 11, 2026**

Project Share Contribution ☐ $2 ☐ $5 ☐ $10 ☐ Other_____
(Add to Total Amount Due)

Amount Enclosed $ DO NOT PAY

Your payment will be withdrawn by the next business day after your due date.

EDGEWATER SANDPOINT LLC
AP@LODGEATWHITEFISHLAKE.COM

AVISTA
1411 E. MISSION AVE
SPOKANE WA 99252-0001

1669058469900001632580000176384000017[illegible]6

Service Address **56 BRIDGE ST**
SANDPOINT ID 83864

Address Total $622.33

Electric Detail

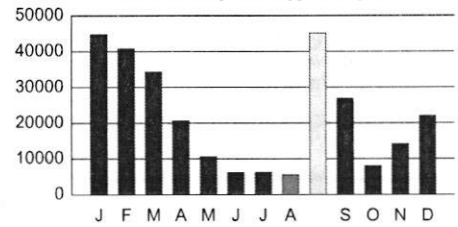
Read Dates: 07/21/26 to 08/19/26 - 29 Days

Meter Number	Service Type	Meter Reading		Read Type		Meter Mult.	Energy Usage
		Previous	Current	Previous	Current		
C12122416	Demand		0.121		Actual	80	9.68
C12122416	Electric	36105	36174	Actual	Actual	80	5520

Rate Schedule 011

Basic Charge $20.00			$20.00
First 20 KW	9.68000 KW	X $0.00	0.00
State of Idaho Usage Tax	5,520.00000 kWh	X $0.000923	5.09
First 3,650 kWh	3,650.00000 kWh	X $0.0935	341.28
Over 3,650 kWh	1,870.00000 kWh	X $0.07853	146.85
Franchise Fee 1%			5.08
	Charges		**$518.30**

Your Monthly Energy Usage



Current Period (5,520 kWh for 29 days of service)
The Period Last Year (45,120 kWh for 32 days of service)

Daily Average	08/26	08/25
Electric (kWh)	190	1,410
Temperature (°F)	73	72

Natural Gas Detail

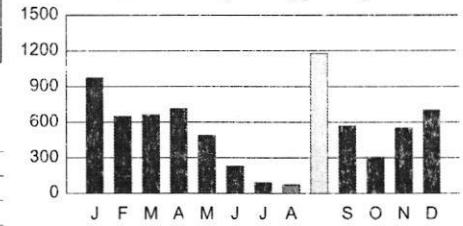
Read Dates: 07/21/26 to 08/19/26 - 29 Days

Meter Number	Service Type	Meter Reading		Read Type		Meter Mult.	Energy Usage
		Previous	Current	Previous	Current		
00301420	Nat. Gas	32397	32452	Actual	Actual	1.326	72.93

Rate Schedule 111

Basic Charge $83.68			$83.68
State of Idaho Usage Tax	72.93000 Therms	X $0.010802	0.79
First 200 Therms	72.93000 Therms	X $0.25427	18.54
Franchise Fee 1%			1.02
	Charges		**$104.03**

Your Monthly Energy Usage



Current Period (73 Therms for 29 days of service)
The Period Last Year (1,176 Therms for 32 days of service)

Daily Average	08/26	08/25
Natural Gas (Therms)	3	37
Temperature (°F)	73	72

Please PRINT Automatic Payment Service (APS) information below and check the appropriate box on the reverse side. Thank you.

Automatic Payment Service (APS) – Enrollment Form - *Establish payments.*

1 Supply a voided check from the account you wish to debit. Please enter:

☐☐☐☐☐☐☐☐ Routing Number

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ Account Number

The Routing Number is located to the left of the Account Number

☐ Checking or ☐ Savings Account

2 Be sure to enclose a payment for your Total Amount Due

(Note: Please allow four weeks for processing.)

Phone Number ( )

X

Signature (must match name on account)

Until further written notice, the above signature authorizes Avista Corp., its successors and/or assigns to debit my checking/savings account for my payment, as directed above, on or about the Automatic Payment Service (APS) date noted on my bill. In the future, the total amount due will be automatically debited to the checking/savings account on the due date of your bill.

☐ (Optional) Please Withdraw $_____ each month from my account for Project Share.

☐ **Change of Address** - *Please indicate your new mailing address below:*

Address

City State Zip Code

▼ Do not print or mark below this line. ▼

AVISTA Edgewater Sandpoint LLC

Item # 7.

Account Numb **469**
Statement Date: [redacted]

Service Address **56 BRIDGE ST, POLE**
SANDPOINT ID 83864 Address Total $312.09

Electric Detail

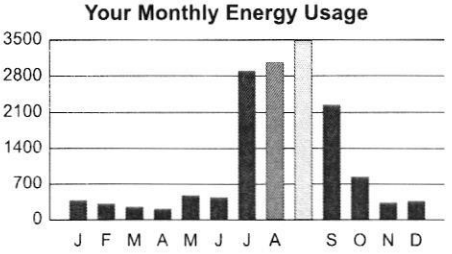
Read Dates: 07/21/26 to 08/19/26 - 29 Days

Meter Number	Service Type	Meter Reading		Read Type		Meter Mult.	Energy Usage
		Previous	Current	Previous	Current		
T12236680	Demand		13.686		Actual	1	13.686
T12236680	Electric	48841	51902	Actual	Actual	1	3061

Rate Schedule 011

Basic Charge $20.00			$20.00
First 20 KW	13.68600 KW	X $0.00	0.00
State of Idaho Usage Tax	3,061.00000 kWh	X $0.000923	2.83
First 3,650 kWh	3,061.00000 kWh	X $0.0935	286.20
Franchise Fee 1%			3.06
		Charges	**$312.09**

Your Monthly Energy Usage



Current Period (3,061 kWh for 29 days of service)
The Period Last Year (3,485 kWh for 32 days of service)

Daily Average	08/26	08/25
Electric (kWh)	106	109
Temperature (°F)	73	72

Service Address **56 BRIDGE ST BLDG**
SANDPOINT ID 83864 Address Total $829.42

Electric Detail

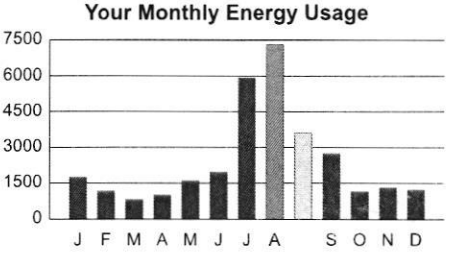
Read Dates: 07/21/26 to 08/19/26 - 29 Days

Meter Number	Service Type	Meter Reading		Read Type		Meter Mult.	Energy Usage
		Previous	Current	Previous	Current		
12248921	Demand		40.727		Actual	1	40.727
12248921	Electric	24504	31814	Actual	Actual	1	7310

Rate Schedule 011

Basic Charge $20.00			$20.00
First 20 KW	20.00000 KW	X $0.00	0.00
Over 20 KW	20.72700 KW	X $8.00	165.82
State of Idaho Usage Tax	7,310.00000 kWh	X $0.000923	6.75
First 3,650 kWh	3,650.00000 kWh	X $0.0935	341.28
Over 3,650 kWh	3,660.00000 kWh	X $0.07853	287.42
Franchise Fee 1%			8.15
		Charges	**$829.42**

Your Monthly Energy Usage



Current Period (7,310 kWh for 29 days of service)
The Period Last Year (3,602 kWh for 32 days of service)

Daily Average	08/26	08/25
Electric (kWh)	252	113
Temperature (°F)	73	72

BWH Hotels

Account #: 13054

Statement Date: Aug 1, 2025

BEST WESTERN EDGEWATER RESORT
56 Bridge St
SANDPOINT, IDAHO 83864-1443

OPERATING CHARGES, CREDITS

DATE	REFERENCE	DESCRIPTION		AMOUNT
07/28	0007159834	BW GIFT CARD ONLINE REDEMPTION - SEE QUICKSIGHT RWD RECONCILIATION DASHBOARD FOR DETAILS	x12037	(100.00)
07/28	0007161013	BW GIFT CARD COMMISSION ONLINE REDEMPTION - SEE QUICKSIGHT RWD RECONCILIATION DASHBOARD FOR DETAILS	x12037	10.00
07/28	0007164351	COMMISSION JUNCTION CHARGES- SEE COMMISSION JUNCTION COMMISSIONS ATTACHED	x5071	337.73
07/29	0007182249	2026 ANNUAL DUES	x12039	4,802.93
07/23	0007133796	DS AIRLINES - SEE DETAIL IN QUICKSIGHT DASHBOARD	x5034	4
07/28	0007168007	BESTCHEQUE FEES - SEE TRAVEL AGENT COMMISSIONS REPORT IN BACKUP DETAIL	x5034	8,839.25

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Best Western Edgewater Resort

56 Bridge Street, Sandpoint, Idaho 83864-1443 United States

Reservations
Toll Free Central Reservations (US & Canada Only)
1(800) 780-7234
Worldwide Numbers

Hotel Direct Number
(208) 263-3194

Sandpoint, ID United States	Fri Aug 14 2026	1 NIGHT	Sat Aug 15 2026	Best Rate	1 Adult 0 Children
DESTINATION	CHECK-IN		CHECK-OUT	RATES	ROOM 1

VIEW ROOMS EDIT STAY



3.6/5 350 Reviews VERIFIED

There are no rooms currently available. Please modify your search.

CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

Phone: (208) 263-3561
After hours Emergency: (866) 482-4804

RECEIVED
SEP 01 2026

MONTHLY UTILITY BILL

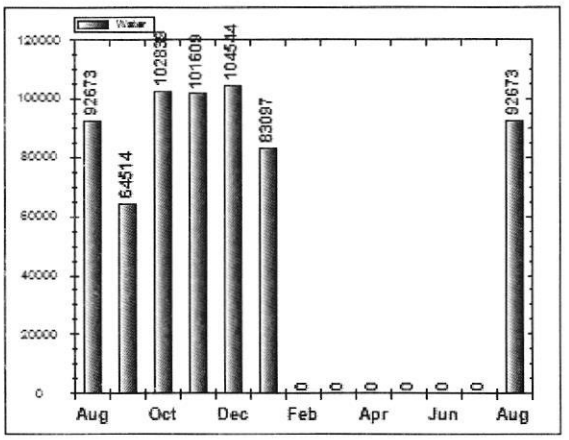
EDGEWATER SANDPOINT
BRIAN AVERILL
56 BRIDGE ST
SANDPOINT, ID 83864

Credit cards are accepted at City Hall or online: www.Sandpointidaho.gov

VISA MasterCard AMERICAN EXPRESS DISCOVER

There is a $2.00 or 3% Processing Fee added for Credit Card Services

Account Number:	23-03625.05	Billing Date:	09/01/2026	Bill From:	07/16/2026
Service Address:	56 BRIDGE ST IRR			Bill To:	08/15/2026



Description	Prev Read	Curr Read	Usage	Amount
WATER - COMM 1"	655808	748481	92673.00	478.01 7050

Last Payment Received: 08/17/2026 **$ (44.30)**
Current Charges Due by the 25th: **$ 478.01**

Account Balance **$ 478.01**

IMPORTANT NOTES

AUTO-DRAFT DO NOT PAY

Please detach and return bottom portion with your payment. Retain top portion for your records.

Account #	**23-03625.05**
Service Address	**56 BRIDGE ST IRR**
Bill Date	**09/01/2026**
Due by Date	**09/25/2026**

DATE
DOF
GM MM 09.03.26
BU 69615
INV AMT 478.01
A/C CODE 7050

Make Check Payable to City of Sandpoint

Total Amount Due **$ 478.01**

Amount Enclosed **$**

EDGEWATER SANDPOINT
BRIAN AVERILL
56 BRIDGE ST
SANDPOINT, ID 83864

Remit Payment To:

CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

RECEIVED
SEP 01 2026

ENTERED
9.3

CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

Phone: (208) 263-3561
After hours Emergency: (866) 482-4804

MONTHLY UTILITY BILL

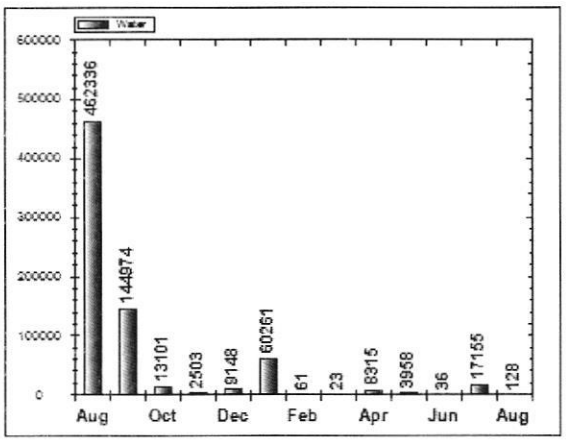
Credit cards are accepted at City Hall
or online: www.Sandpointidaho.gov

VISA MasterCard AMERICAN EXPRESS DISCOVER

There is a $2.00 or 3% Processing Fee
added for Credit Card Services

EDGEWATER SANDPOINT
BRIAN AVERILL
56 BRIDGE ST
SANDPOINT, ID 83864

Account Number:	23-03630.02	Billing Date:	09/01/2026	Bill From:	07/16/2026
Service Address:	56 BRIDGE ST			Bill To:	08/15/2026



Description	Prev Read	Curr Read	Usage	Amount	
SEWER COMMERCIAL 2	6660000	6660000	128.00	130.81	7060
WATER - COMM 3"	6660000	6660000	128.00	399.61	7050

Last Payment Received: 08/17/2026 **$ (1,015.5**
Current Charges Due by the 25th: **$ 530.42**

Account Balance **$ 530.42**

IMPORTANT NOTES

****AUTO-DRAFT DO NOT PAY****

Please detach and return bottom portion with your payment. Retain top portion for your records.

Account #	**23-03630.02**
Service Address	**56 BRIDGE ST**
Bill Date	**09/01/2026**
Due by Date	**09/25/2026**

DATE
DOF
GM 09.03.26
BU 69615
INV AM: 530.42
A/C CODE 7060 = 130.81
7050 = 399.61

Make Check Payable to
City of Sandpoint

Total Amount Due **$ 530.42**

Amount Enclosed **$**

EDGEWATER SANDPOINT
BRIAN AVERILL
56 BRIDGE ST
SANDPOINT, ID 83864

Remit Payment To:

CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

CONDITIONAL USE PERMIT PROCEDURE

Purpose and Applicability: Conditional Use Permits (CUPs) are required for certain uses and development as determined by the zoning district where a property is located. Approval of CUP applications is ultimately decided by the Sandpoint Planning and Zoning Commission after hearing the application through a Public Hearing setting. Upon receipt of a complete application the application will be reviewed for compliance with adopted city codes The Planning Director may request additional information in specific circumstances in order to assist the Planning Commission in reviewing this request. The date of the Planning Commission review will be established by the Planning Department upon the acceptance of a **complete** application. After hearing all testimony and evaluating all documentation provided, the Commission deliberates and renders a decision. Should approval be granted, the Commission may impose additional conditions. For a CUP to be approved, it must be listed as a conditional use and be shown not to be in conflict with the City's Comprehensive Plan.

Applications can be submitted by visiting www.sandpointidaho.gov/planningapply. In preparation, please gather the below documents, as applicable. The City may request additional information in specific circumstances in order to assist the Planning and Zoning Commission in reviewing the request. The date of the Planning and Zoning Commission review will be established upon the acceptance of a **complete** application. If you have any questions, please feel free to call us at **(208) 263-3370** or contact us via our email form at www.sandpointidaho.gov/contactplanning.

1. Complete the Conditional Use Permit Application Form on pages 3-4. Ben

2. If project requires new construction or alterations to an existing site or structure(s), please provide the following along with the completed application: TVA

   a. **Site Plan:** Provide a scaled site plan (minimum scale is 1" = 100') including, but not limited to, location and dimensions of the following:
      1) Property lines and building setbacks
      2) Road Frontage
      3) Impervious Surfaces and Areas
      4) Lot size and total building floor area
      5) Outdoor Storage Areas
      6) Dumpster and Enclosure Locations
      7) Existing/Proposed utility or other easements
      8) Proposed signs/murals/other artistic elements

   b. **Parking Lot / Landscaping Plan:** Provide one (1) digital copy of a scaled plan (minimum scale is 1" = 100') including, but not limited to, location and dimensions of the following:
      1) Existing and/or Proposed Curb Cuts
      2) Customer and Employee Parking
      3) Loading and Service Areas
      4) Interior/Street Sidewalks and Curb Ramps
      5) Traffic Circulation Patterns
      6) Snow Removal and Storage Plan
      7) Parking Lot Pedestrian Pathways
      8) Parking Lot Lighting

   c. **Landscaping Plan:** Provide a scaled landscape plan (minimum scale is 1" = 100') including:
      1. Existing vegetation
      2. Proposed plantings for parking lot and public right-of-way

d. **Building Elevations and Floor Plan:** Provide one (1) digital copy of scaled floor plans and elevation views (minimum scale is 1"=100') including the following:
   1) Building Elevations – front, side & rear (Include proposed building materials)
   2) Building Height
   3) Roof Line Dimensions
   4) Property lines
   5) Building Floor Plan including Room Dimensions and Use of Room
   6) Exterior Building Lighting

3. **Provide proof of ownership** in the form of a copy of the title report or the deed of record for the site of the proposed project. No change

4. **Owner Consent Form:** If applicant is not the property owner. No change

5. **Provide the names and addresses of all property owners within three hundred feet** (300') of the subject property, printed on self-adhesive mailing labels. Also, provide a vicinity map at the scale of 1" = 100', showing the property owners and existing land use within three hundred feet (300') of the proposed site. *In addition*, please provide one (1) 81/2 by 11 map of area and at least two (2) digital photographs of the site from at least two different angles or views. City of Sandpoint has on file for the replat

6. **Project Narrative:** Submit a narrative statement demonstrating in what ways the request conforms or does not conform to the following standards: Ben to revise from original submission

   a. Will, in fact, constitute a conditional use as established on the official schedule of regulations for the zoning district involved.
   b. Will be harmonious with and in accordance with the general objectives, or with any specific objective of the Comprehensive Plan and/or applicable sections of the Sandpoint Code.
   c. Will be designed, constructed, operated and maintained to be harmonious and appropriate with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area.
   d. Will not be hazardous or disturbing to existing neighboring uses.
   e. Will be served adequately by essential public services and utilities such as highways, streets, police and fire protection, drainage systems, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such service or utility.
   f. Will not create excessive additional requirements at public cost for public services and utilities and will not be detrimental to the economic welfare of the community.
   g. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reasons of traffic, noise, smoke, fumes, glare or odors.
   h. Will have vehicular approaches to the property which shall be designed so as not to create an interference with traffic on surrounding public roads.
   i. Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.

7. **Traffic Generation and Distribution Letter:** The purpose of a TGDL is to determine whether a ***traffic impact study*** will be required for the development and in advance of being heard by the Planning and Zoning Commission. TGDLs shall include (for specifics reference Appendix H of the Urban Area Transportation Plan): New report based on reduced scope.
   a. Project Location
   b. Project Action
   c. Trip Generation
   d. Trip Distribution and Assignment

8. **Application Fees:** Please call the Planning Department at 208-263-3370 or consult the Planning forms and fees webpage at www.sandpointidaho.gov/planningfees. $2,135.50 application fee (pending update)

File #: _____

CONDITIONAL USE PERMIT APPLICATION

Please read and complete the application carefully. Failure to provide all required information could result in a delay in processing your application.

Applicant Information:

Applicant's Name: Brian Averill
Address: 1380 Wisconsin Ave, Whitefish, MT 59937
Phone: (H) NA (W) 406-250-2038
E-mail: brian@AVERILLHOSPITALITY.COM

Holder of Legal Title: Dan L Averill Family Limited Partnership
Address: 1380 Wisconsin Ave, Whitefish, MT 59937
Phone: (H) NA (W) 406-250-4441
E-mail: danlaverill406@gmail.com

Representative Information:

Business Name: Actus Projects
Surveyor: Ben McGrann
Address: PO BOX 531 Dover, ID 83825
Phone: (H) _____ (W) 206-696-8239
E-mail: Ben@ActusProjects.com

Project Information:

Legal Description of Site: Lot(s) _____ Block # _____ Addition _____
(or) 23-57N-2W PT TAX 28 LESS TAX 29 EDGEWATER MOTEL
Section 23 Township 57 North Range 2 West
Total Size of Parcel: Parcel 1 = 1.83 acres, Parcel 2 = 1.53 acres

Current Zoning:

Residential	Commercial	Industrial
☐ Rural Residential RR2	☐ Mixed Use Residential (MUR)	☐ Industrial General (IG)
☐ Rural Residential RR1	☒ Commercial A (CA)	☐ Industrial Business Park (IBP)
☐ Residential Single-Family (RS)	☐ Commercial B (CB)	☐ Industrial Technology Park (ITP)
☐ Residential Multi-Family (RM)	☐ Commerical C (CC)	

Current Comprehensive Plan Designation:

Future Land Use Categories

□ Low Density Clustered Residential	□ Low Density Residential	□ Medium Density Residential
□ High Density Residential	□ Neighborhood Mixed Use	□ Mixed Use Corridor
X Downtown	□ Public/Quasi Public	□ Light Industrial/Commercial
□ Parks and Open Space		

Airport Safety Zones

□ Inner Critical Zone	□ Lateral Safety Zone
□ Runway Protection Zone	X N/A

What land uses border the site? Describe lot sizes, structures and uses:

North: High Density Residential / Multi-Family Housing
South: Parks and open space / City Beach Park
East: Parks and open space / City Beach Park
West: Downtown / Sandpoint bypass & railroad

What Zones border the project site?

North Commercial A-CA South Commercial A-CA East Commercial A-CA West Commercial A-CA

Existing Structure(s) (Size & Use):

Existing approximately 42,000 square foot, three-story waterfront hotel containing 52 guest rooms and associated hospitality amenities including lobby and reception areas, meeting/event space, restaurant and food service areas, indoor pool and recreation facilities, administrative offices, and supporting back-of-house operations. The property has historically operated as a hotel and resort use and is supported by existing surface parking, site circulation, landscaping, and utility infrastructure.

Brief description of proposal:

Renovation and modernization of the existing Edgewater Hotel property, including exterior building improvements, interior renovations, and site enhancements. The redevelopment will continue operation of the property as an integrated hospitality use consisting of approximately 52 hotel rooms and 27 hotel condominium units participating in a hotel rental program, together with supporting guest amenities. The project will utilize the existing surface parking and site access infrastructure.

Describe how the site is accessed:

The site is accessed via Bridge Street and Dock Street.

Indicate the availability of public services and utilities to the site:

All utilities are on site. Site is within walking distance of downtown, Amtrak, and Spot Bus.

The Planning Director may request additional information in specific circumstances in order to assist the Planning Commission in reviewing this request.

I am the owner or owner's representative of the property described in this application. I further attest that all information submitted with this application is true and accurate to the best of my knowledge.

Signature of Applicant

Date

termination within thirty (30) days of Best Western's demand, calculated as the Property's Monthly Fees and the monthly Advertising Assessment, multiplied by twelve (12) months (annual dues, if paid, will be refunded).

10. All other terms and conditions of the Membership Agreement shall apply without amendment.

To the extent that any term of this First Amendment conflicts in any respect with the Membership Agreement, this First Amendment shall control to the extent of the conflict. The Membership Agreement shall remain unchanged in all other respects and shall remain in full force and effect between the Parties.

The Parties represent and warrant that each has the corporate or other legal right, power and authority to enter into this First Amendment and to perform all of the obligations to be performed hereunder.

Edgewater Sandpoint LLC

Signature: DocuSigned by: Brian Averill DA892FA5543A42A...
Print: Brian Averill
Title: member
Date: 7/4/2026

BEST WESTERN INTERNATIONAL, INC.

Signature: _____
Print: _____
Title: _____

BRIAN AVERILL, VOTING MEMBER

Signature: DocuSigned by: Brian Averill DA892FA5543A42A...
Print: Brian Averill
Date: 7/4/2026

be made within ten (10) days of executing this First Amendment.

8. For fiscal year 2026, Best Western shall waive Monthly Fees, Assessments, and other charges billed starting January 1, 2026 through November 30, 2026, except for the Member's 2027 Annual Dues, which will be billed on the August 1, 2026 statement and shall be paid by September 15, 2026. Best Western's waiver of Monthly Fees, Assessments, and other charges is conditioned upon the Member not self-terminating the Membership Agreement in fiscal year 2026. If the Member does self-terminate the Membership Agreement in fiscal year 2026, the Member and the Voting Member agree to pay liquidated damages to Best Western for the early termination in the amount of $51,978.60 within thirty (30) days of Best Western's demand, calculated as Monthly Fees of $3,437.97 per month and an Advertising Assessment of $893.58 per month, totaling $4,331.55 per month, multiplied by twelve (12) months (fiscal year 2027 annual dues, if paid, will be refunded).

9. If the Property remains closed in fiscal year 2027 and beyond, Best Western shall continue to waive Monthly Fees, Assessments, and other charges until the Property is reactivated, except for the Member's Annual Dues, which will be billed each August and shall be paid by September 15 of each fiscal year. Best Western's waiver of Monthly Fees, Assessments, and other charges is conditioned upon the Member not self-terminating the Membership Agreement. If the Member does self-terminate the Membership Agreement, the Member and the Voting Member agree to pay liquidated damages to Best Western for the early

AGE Heating and Cooling
1222 Ponderosa Dr.
Sandpoint, ID 83864
208-603-2210
ageheatingandcooling.com

BILL TO
Averill Hospitality
56 Bridge Street
Sandpoint, ID 83864 USA

INVOICE	INVOICE DATE
18572307	Jan 26, 2026

JOB ADDRESS
Averill Hospitality
56 Bridge Street
Sandpoint, ID 83864 USA

Completed Date: 1/26/2026
Payment Term: Due Upon Receipt
Due Date: 1/26/2026

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Zone 1 Dispatch Fee	dispatch charge for zone 1	1.00	$150.00	$150.00

PAID ON	TYPE	MEMO	AMOUNT
4/22/2026	AMEX		$150.00

POTENTIAL SAVINGS	$0.00
SUB-TOTAL	$150.00
TAX	$0.00
TOTAL DUE	$150.00
PAYMENT	$150.00
BALANCE DUE	**$0.00**

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged.

A payment of $150.00 due upon receipt to AGE Heating and Cooling .

A service fee will be charged for any returned checks.

A financing charge of 10% per month shall be applied to any unpaid balances at the end of the month.

Invoices over $1000.00 will be subject to a 4% processing fee. This fee covers the processing charges from the credit card

company.

AGE does not take any liability for equipment that we did not install.

AGE cannot warranty equipment we did not install. The homeowner will still be responsible for any parts or labor not covered under a manufacturer's warranty.

AGE Heating and Cooling is not liable for performance issues relating to pre-existing ductwork.

AGE Heating and Cooling is not liable for performance issues relating to lack of insulation, heat loss from drafts/windows, etc.

AGE Heating and Cooling is not liable for performance issues related to pre-existing equipment we did not install.

Repair work will not move forward until the estimate has been signed. This includes ordering parts and equipment.

Membership Agreements: This is reoccurring membership. The membership will continue to renew until canceled. Annual memberships renew on the date they were sold and monthly memberships will be charged on the 1st of every month. If you choose a monthly membership and cancel after services have been provided, you will be billed for the cost of the services you have used up to the point the membership is canceled.
All membership agreements will charge the card on file provided at time of purchase. Please update the office if you need to change your method of payment.

Sign here Date

CUSTOMER ACKNOWLEDGEMENT

I find and agree that all work performed by AGE Heating and Cooling has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

Repair work will not move forward until the estimate has been signed. This includes ordering parts and equipment.

Sign here Date

AGE Heating and Cooling
1222 Ponderosa Dr.
Sandpoint, ID 83864
208-603-2210
ageheatingandcooling.com

BILL TO
Averill Hospitality
56 Bridge Street
Sandpoint, ID 83864 USA

INVOICE	INVOICE DATE
19179404	Mar 06, 2026

JOB ADDRESS
Averill Hospitality
56 Bridge Street
Sandpoint, ID 83864 USA

Completed Date: 3/6/2026
Payment Term: Due Upon Receipt
Due Date: 3/6/2026

DESCRIPTION OF WORK

Quote to replace circulator pump in mechanical room. Quote includes pump, flanges, and fittings to retrofit new pump. Labor is estimated and will adjusted accordingly.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Misc Sales	Grundfos pump	1.00	$2,000.16	$2,000.16
Misc Sales	Pump flanges	1.00	$350.26	$350.26
Hourly Labor Charge	Hourly Service Charge/ Hourly Commercial Maintenance Rate	1.00	$600.00	$600.00

PAID ON	TYPE	MEMO	AMOUNT
4/22/2026	AMEX		$2,950.42

POTENTIAL SAVINGS	$0.00
SUB-TOTAL	$2,950.42
TAX	$0.00
TOTAL DUE	$2,950.42
PAYMENT	$2,950.42
BALANCE DUE	**$0.00**

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged.

A payment of $2,950.42 due upon receipt to AGE Heating and Cooling .

A service fee will be charged for any returned checks.

A financing charge of 10% per month shall be applied to any unpaid balances at the end of the month.

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Repair work will not move forward until the estimate has been signed. This includes ordering parts and equipment.

Sign here Date

INVOICE

CITY OF SANDPOINT
BUSINESS LICENSE
1123 LAKE STREET
SANDPOINT, ID 83864
208-263-3310

Invoice #	Post Date
0000012734	09/09/2026
License #	**Business ID #**
GEN20261502	000005629

Invoice Date
09/09/2026

Due Date
Due Upon Receipt

Amount Due
$61.50

Mail To:
ERICKSON, KARA
EDGEWATER SANDPOINT
1380 WISCONSIN AVE
WHITEFISH, MT 59937

Please Return This Portion with your Payment

Business Name:
EDGEWATER SANDPOINT

License #: GEN20261502

License Type: GEN

Invoice	Number	Date	Due	Adjustments	Payments	Balance
	0000012734	09/09/26	09/09/26	$0.00	$0.00	$61.50

Quantity	Category	Description	Billed
1.00		BUS - BUSINESS LICENSE - NEW	61.50

PLEASE NOTE: A late fee of $50 will apply to invoices not paid in a timely manner. An invoice that remains unpaid will be cancelled, and the business license will be terminated.

In-Sandpoint Business Address(es), if applicable:

56 BRIDGE ST

PIN:

Billing/Invoice Date: 09/09/2026

Total Due: $61.50

Aug 1 2025	Paid		29,941.70	8/1/2025	7/13/2025	☑	...	8/14/2025 ...	001605	Reg	☑

RECEIVED
SEP 02 2026

ENTERED
9-3

Invoice

M3
ENTERPRISING HOSPITALITY

DATE
DOF
GM 01.03.26
BU 69618
INV AMT 345.00
A/C CODE 6023

M3, LLC
1715 N Brown Rd.
Bldg. A
Lawrenceville GA 30043
United States

M3 LLC | 770-297-1925 |
https://www.m3as.com

Need Help?
Billing Office: 770-297-1925
Billing Email:
accounting@m3as.com

Remit To:
Payment via the M3 payment portal using the link:

Pay Now

M3 LLC.
PO Box 96539
Charlotte, NC 28296-0539

Customer:

AVR-022-022 AVR-Averill Hospitality : AVR-Edgewater Sandpoint LLC (Best Western)

AVR-Edgewater Sandpoint LLC (Best Western)
1380 Wisconsin Ave
Whitefish MT 59937-3338
United States

ap@lodgeatwhitefishlake.com

Physical Address:

AVR-022-022 AVR-Averill Hospitality : AVR-Edgewater Sandpoint LLC (Best Western)

AVR-Edgewater Sandpoint LLC (Best Western)
1380 Wisconsin Ave
Whitefish MT 59937-3338
United States

Shipping Contact:

Invoice:	377890
Invoice Amount:	$345.00
Posting Date:	09/01/2026
Due Date:	09/16/2026
Terms:	Net 15
Outstanding USD:	$345.00
Status:	Open
PO Number:	

Description	Quantity	Amount
Accounting Core Non-Operating 26-150 Transactions **Description:** September 2026	1	$95.00
Accounting Core Non-Operating 26-150 Transactions **Description:** 09/01/2026 to 09/01/2026	1	($15.00)
Insight Operating **Description:** September 2026	1	$265.00

Subtotal	$345.00
Total (USD)	$345.00

Notes

Contact us at accounting@m3as.com for assistance with online registration.

Balances due past 30 Days will incur a $25.00 late fee per property. Finance charges will apply on All Past Due Balances of 60 days (of $10+) or 1.8% accrued monthly. Accounts with a collection agency or attorney, agree to pay all collection costs and attorney's fees in addition to all other sums due.

Subtotal	$345.00
Tax Total	$0.00
Invoice Amount	$345.00
Payments	$0.00
Outstanding	$345.00

Addison Enterprises, LLC

621 Woodland Dr.

Sandpoint ID 83864

208-610-3144

2-1-2026

Invoice # 73

Customer: Averill Hospitality

Ben McGrann

ben@actusprojects.com

1-3-2026	Sprinkler winterization, stop leaks, Edgewater Hotel location Jerad/Nick	$400.00

Total due $400.00

RECEIVED
SEP 03 2026

ENTERED
9.4

POINTE PEST CONTROL
PO Box 739764
Dallas, TX 75373-9764
(208) 944-0308

Invoice
56 Bridge St

INVOICE NO. **4737914**
ACCOUNT NUMBER **216706**
INVOICE DATE **09/03/2026**
LICENSE **Varies**

Best Western Waters Edge
56 Bridge Street
Sandpoint, ID 83864

DUE DATE (NET 30 TERMS) **10/03/2026**
AMOUNT DUE **$220.00**

Best Western Waters Edge (Acct #: 216706)

ITEM	QUANTITY	PRICE	SUBTOTAL
2 COM Monthly GPC		**$220.00**	**$220.00**

Additional Notes

* Due to an increase in the costs of materials and labor, some customers may see a small price increase.
National Pest Emergency Poison Control: (800)222-1222

Subtotals	$220.00
Total Discounts	$0.00
Taxes	$0.00
Invoice Total	$220.00
Amount Paid	$0.00
Amount Due	$220.00

DATE
DOF
GM 09.03.26
BU 69615
INV AMT 220.00
A/C CODE 11044

Best Western Edgewater Resort

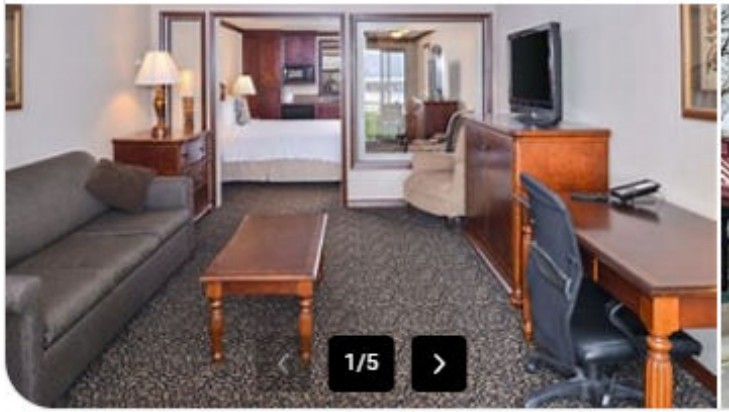
https://www.bestwestern.com › en_US › book

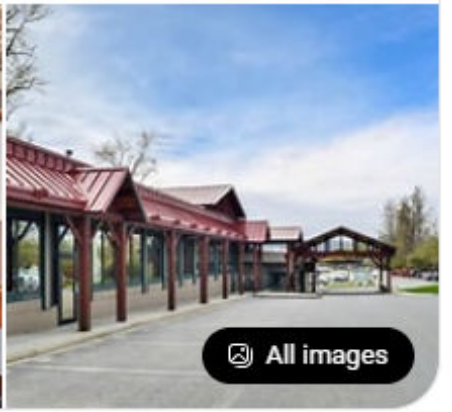
3/5 (60 reviews) · 3-star hotel, Sandpoint, ID

56 Bridge St, Sandpoint, ID 83864

(208) 263-3194

Website | Directions



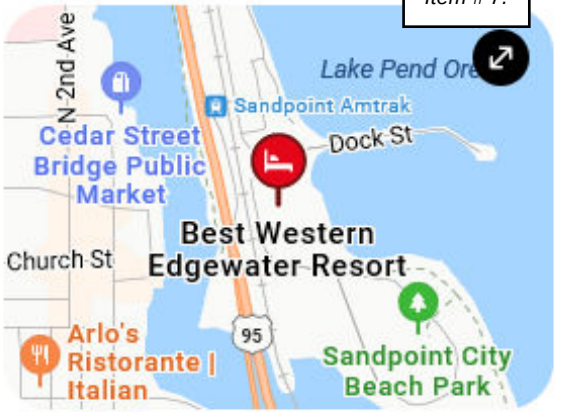


Reservations

Aug 30 | 2

Aug 31

We don't have pricing information for these dates. Please change the dates or check official website.



About

Located in Sandpoint,ID, the Best Western Edgewater Resort is sure to provide a peaceful and comforting home away from home for any traveler. Each Best Western hotel...

Sandpoint Idaho Resort – Existing Hotel Renovation

Interior Design Proposal

Revised July 31, 2026

Prepared for:

Averill Hospitality

VIDA DESIGN

107 SE Washington St.

Suite 263

Portland, OR 97214

Averill Hospitality Sandpoint Hotel Renovation
Vida Design Inc - Project Fee Proposal
Revised July 31, 2026

Dear Brian and Dan,

Thank you for inviting Vida Design to submit a proposal for interior design services for the AH Sandpoint hotel renovation. We appreciate the opportunity to continue our partnership with Averill Hospitality and build upon the design vision established during the initial concept phase.

Having already collaborated on the first round of design concepts, we are excited to move into the next stage of the project and bring that vision to life throughout the renovation of the existing hotel. This phase presents an opportunity to thoughtfully refresh the guestrooms, corridors, lobby, and new event space while maintaining alignment with the design direction established for the future south wing addition.

Our approach focuses on creating a seamless connection between the existing hotel and its future evolution. Using the approved design concepts as our foundation, we will translate the character, materials, and guest experience envisioned for the expanded property into meaningful improvements that enhance the hotel today while supporting its long-term vision. We will prioritize thoughtful, impactful design solutions that balance creativity, functionality, budget, and schedule, ensuring each investment delivers value for both guests and ownership.

The guestroom, corridor, and lobby renovations will strengthen the overall guest experience, creating a cohesive sense of arrival and reinforcing the property's identity. The new event space offers an exciting opportunity to introduce a flexible and memorable gathering destination that complements the overall design vision while supporting future operational and revenue goals.

We look forward to continuing our collaboration with your team to refine the design, align priorities, and implement solutions that bring the AH Sandpoint vision to life. Together, we can create a revitalized hospitality experience that enhances the property today while thoughtfully positioning it for the future.

Thank you again for the opportunity to partner with you on this exciting next phase.

Sincerely,

Sheena Brittingham
Managing Partner, Vida Design

Averill Hospitality - Sandpoint Hotel Renovation

Project Fee Proposal - Interior Design & FF&E Services

It is my pleasure to present this revised project fee proposal for professional interior design services for the AH Sandpoint hotel renovation. This streamlined scope is intended to build directly upon the previously approved tower interior design direction and focus Vida's efforts on the guestroom furniture, finish, fixture, and bathroom design needed to provide the Owner and general contractor with a coordinated basis for pricing.

Vida will provide design development and limited design-intent documentation for the typical guestrooms, guestroom bathrooms, and select public-area finishes. TVA will be responsible for incorporating Vida's design direction into the architectural and construction documents. The contractor will be responsible for field verification, detailed dimensions, quantities, shop drawings, constructability, pricing, and installation coordination.

Project Fee Summary - Streamlined Interior Design Scope:

Professional Design Services: Time and Materials	
Not-to-Exceed Fee:	$ 40,000
Reimbursable Expense Estimate:	$ 3,000

Professional services will be billed monthly on a time-and-materials basis according to Vida's attached fee schedule, up to the not-to-exceed amount of $40,000. This structure allows the available fee to shift between design tasks as project priorities develop rather than assigning a fixed fee to each phase.

Vida will track the fee throughout the project and communicate when added requests may affect the remaining allowance. If additional revision rounds, added room types, expanded documentation, or other services are requested, Vida and the Owner will review the available fee and agree upon priorities before proceeding. Services beyond the not-to-exceed amount will require written authorization as Additional Services.

Preliminary Planning Allowances:

Kickoff, site review, and confirmation of design direction:	$ 3,500
Guestroom Design Development - furniture, finishes, fixtures, and guestroom bathroom design:	$ 23,000
Limited public-area finish direction:	$ 4,500
Final pricing package and TVA / GC handoff:	$ 9,000
Total T&M Not-to-Exceed Fee:	**$40,000**

These planning allowances are provided for reference only and may shift between tasks while remaining within the approved not-to-exceed amount.

Scope of Work Based on the AHS Overview Package dated 05.19.2026

Typical Guestroom and Guestroom Bathroom Design:

Vida will develop one coordinated design direction for one typical King room and one typical Double Queen room. TVA and the contractor will adapt the approved design to adjoining, specialty, and hot-tub room configurations. Vida's scope includes:

- Furniture plans and typical furniture selections for headboards, nightstands, desks, tables, seating, casegoods, and other primary guestroom furnishings.
- Furniture finish, upholstery, and material direction.
- Guestroom flooring, carpet, paint, wall treatments, base, trim, cabinetry, millwork finishes, decorative lighting, door hardware, and window treatments.
- Guestroom bathroom design, including tile, flooring, paint, wall treatments, countertops, vanities, cabinet finishes and hardware, decorative lighting, plumbing fixtures, bathroom accessories, mirrors, and related visible finishes.
- Annotated furniture plans, representative product imagery, and coordinated finish and fixture information sufficient to communicate design intent and support GC pricing.

Limited Public-Area Finish Direction:

Vida will provide general finish direction that coordinates with the guestrooms for the following guest-facing areas:

- Entries and lobby.
- New event space at the infilled pool.
- Corridors on two levels.
- Stairwells.

Public-area services are limited to general finish and material direction. Detailed space planning, custom casework development, furniture specification, renderings, and full construction documentation are excluded.

Scope of Design Services:

1. **1. Kickoff and Design Confirmation**

   Activities:

   - One initial site visit to confirm existing conditions, project priorities, budget goals, and scope boundaries.
   - Review the approved tower design direction and identify concepts that can be efficiently adapted to the existing hotel renovation.
   - Confirm the typical King and Double Queen room backgrounds to be used for design development.
   - Confirm the Owner's consolidated decision-making and review process.

2. Streamlined Design Development

Guestroom, Furniture, and Bathroom Design Activities:

- Develop coordinated furniture layouts and typical furniture selections for one King room and one Double Queen room.
- Develop guestroom finish palettes and selection direction for flooring, carpet, paint, wall treatments, base, trim, cabinetry, millwork finishes, decorative lighting, door hardware, and window treatments.
- Develop the guestroom bathroom design, including tile, flooring, paint, countertops, vanities, cabinet finishes and hardware, decorative lighting, plumbing fixtures, bathroom accessories, mirrors, and other key visible components.
- Provide representative product imagery and specification information for the selected furniture, finishes, fixtures, and accessories.
- Provide limited public-area finish direction for the lobby / entry, event space, corridors, and stairwells.
- Provide one working review meeting and one consolidated revision round based on a single set of Owner / team comments.

3. Final Pricing and Design-Intent Package

Deliverables:

- One final digital design package with annotated typical guestroom furniture plans, one (1) rendering of the queen and king room type and One (1) rendering of the typical guestroom bathroom types to communicate design intent, representative furniture and finish imagery, and coordinated finish and fixture information.
- A coordinated furniture, finish, fixture, and bathroom selection schedule sufficient to communicate design intent and support preliminary GC pricing.
- Limited plan markups identifying general finish locations and key design relationships for coordination by TVA and the contractor.
- One final handoff meeting with the Owner, AOR, and contractor.

Vida's final package is a design-intent and pricing document. AOR will be responsible for translating the approved design into architectural drawings, finish plans, reflected ceiling plans, elevations, details, dimensions, code-compliant documents, and permit / construction sets.

Optional Additional Services:

The following services are excluded from the not-to-exceed fee and may be provided upon written authorization:

- FF&E procurement at trade-discounted retail price plus 12% markup on goods.
- FF&E installation planning and installation support.
- Professional photorealistic renderings at $800 per rendered view.
- Construction Administration, including submittal reviews, RFIs, construction calls, site observations, and punch review.
- Additional design options, room types, revision rounds, or documentation beyond the services described above.

Assumptions:

- Vida will rely on Owner, AOR, and contractor-provided drawings, backgrounds, field information, and project data.
- The Owner will provide timely, consolidated review comments and approvals. One consolidated revision round is included.
- AOR and the contractor will adapt the typical King and Double Queen design direction to all remaining room configurations.
- The contractor is responsible for field verification, existing-condition validation, detailed dimensions, quantities, pricing, shop drawings, means and methods, constructability, and installation requirements.
- AOR will provide architectural documentation, permitting coordination, code compliance, accessibility coordination, and integration of consultant drawings.
- Meetings are assumed to be remote unless specifically noted. Approved travel and related expenses will be billed as reimbursable expenses.
- The scope and fee assume the project schedule and renovation program remain generally consistent with the AHS Overview Package dated 05.19.2026.

Exclusions:

- Model-room design, documentation, coordination, mock-up review, installation review, punch review, or revisions arising from model-room construction.
- Full interior construction documentation, permit / IFC documents, finish plans, reflected ceiling plans, detailed elevations, technical details, or long-form specifications issued by Vida.
- Room-by-room adaptation, quantities, or documentation for adjoining, specialty, hot-tub, or other non-typical room configurations.

- Procurement-level FF&E documentation, final quantities, vendor bidding, purchase orders, freight coordination, receiving, installation, and ongoing order tracking.
- Construction Administration, including submittals, RFIs, ASIs, construction meetings, site observations, and punch review.
- Back-of-house programming or design for housekeeping, laundry, MEP, operations, food service, or other service areas.
- Professional renderings, custom artwork packages, signage design, AV design, restaurant equipment plans, and consultant engineering services.
- Field measurement, as-built documentation, code analysis, permit issuance, stamping / signing, or AHJ coordination.

Terms and Conditions:

The Interior Designer shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, schedule, budget, or procurement or delivery method as an Additional Service.

The Owner shall establish and maintain the Owner's budget for the Project, including the Cost of the Work, the Owner's other costs, and reasonable contingencies. If the Owner significantly increases or decreases the budget, the Owner shall notify the Interior Designer, and the parties shall agree to a corresponding adjustment in scope, quality, or services.

The above fee is for professional design services only and does not include reimbursable expenses. Reimbursable expenses will be invoiced on an as-accrued basis according to the attached Vida Design Inc. Fee Schedule. Our scope of services and associated fees assume the terms and conditions outlined in the attached Vida Design Inc. Standard Terms.

The basis of compensation for professional design services shall be time and materials, invoiced monthly according to the attached fee schedule, not to exceed $40,000 without prior written authorization. Payment is due thirty (30) days from the date of invoice. Accounts not paid forty-five (45) days after the invoice date will bear interest at the rate stated in the attached Standard Terms.

Upon receiving your signature on this project fee proposal, we will commence our design process. This proposal is valid for a period of thirty (30) days.

Brian and Dan, I want to thank you again for this opportunity to work with you on this project and present you with this revised proposal.

Sincerely,

Vida Design Inc.



Sheena Brittingham

Managing Partner

Attachments:

1. Vida Design Inc.- 2026 Fee Schedule
2. Vida Design Inc Standard Terms 2026
3. Vida Design Inc. – 2026 Certificate of Insurance

Agreed to by:

_____ _____

(Representative Signature) *(Date of Signature)*

_____ _____

(Printed Representative Name) *(Printed Title)*

Vida Design Inc. – Fee Schedule – 2026-2027

Title	Hourly Service Rates
Principal	$305
Director of Procurement	$305
Senior Design Manager	$195
Senior Procurement Manager	$195
Design Manager	$180
Procurement Manager	$180
Brand Manager	$180
Senior Designer	$150
Designer III	$130
FF&E Designer III	$130
Senior Procurement Specialist	$130
Designer II	$115
FF&E Designer II	$115
Procurement Specialist	$115
Administrative Procurement Specialist	$115
Designer I	$105
Procurement Assistant	$105
Resource Coordinator	$105
Design Assistant	$100
Intern Designer	$100

The above rates are subject to periodic review and adjustment.

Reimbursable expenses:
Reimbursable expenses are in addition to compensation for the scope of services outlined in the contract, and include expenses incurred by the Owner and Employees of Vida Design Inc, as well as Consultants directly related to the project. Reimbursable expenses and Consultant Invoices will be billed at 1.1 x our expense. Time is billed hourly based on staff position service rates. Reimbursable expenses include, but are not limited to the following items:

- Fees paid for securing approval of authorities having jurisdiction
- Display boards
- Equipment/Vehicle Rental
- Mileage (rate per IRS)
- Postage/Deliveries/Shipping
- Printing and Reproduction
- Travel Time and Expenses
- Transportation
- Lodging

VIDA DESIGN INC.
STANDARD TERMS
LAST UPDATED : FEB 2026

These Standard Terms (or "**Terms**") are a binding contract between Vida and the Owner identified in the Fee Proposal to which these Terms are attached and govern the terms under which Vida shall provide services for the Project. By signing acceptance of the Fee Proposal, Owner agrees to be unconditionally bound by these Terms.

Article 1: Services

1.1 Vida's services are as outlined in the attached Fee Proposal. Any additional service ("**Additional Service**") that is requested by the Owner or Owner's agent, or required due to circumstances beyond Vida's control, that is not specifically outlined in the attached Fee Proposal, will be billed as an Additional Service on an as-accrued labor and expense basis according to Vida's fee schedule attached hereto (the "**Fee Schedule**").

1.2 Vida shall prepare for the Owner's signature an "Additional Service Request" for any Additional Services. Additional Services shall be performed by Vida or its Consultants only with prior written authorization by the Owner or Owner's agent.

Article 2: Use of Vida's Documents

2.1 The documents prepared by Vida for this Project are instruments of service for use solely with respect to this Project and, unless otherwise provided, Vida shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. The Owner shall be permitted to retain copies, including reproducible copies, of Vida's documents for the Owner's information, reference and use in connection with the Project, however, Vida's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to Vida. Any reuse of Vida's documents without Vida's written consent shall be at Owner's sole risk, and Owner agrees to indemnify and hold Vida harmless from any resulting claims.

Article 3: Dispute Resolution

3.1 Operating Level Resolution. The parties will attempt, for a period of ten days, to resolve any dispute related to the Project or the Agreement.

3.2 Escalation to Management. If the dispute is not resolved at the operating level, either party may escalate the dispute to senior management by providing written notice and explanation of the dispute. Senior management of each party will attempt, for a period of ten days, to resolve the dispute.

3.3 Other Remedies. If the dispute is not resolved under the forgoing procedure, or if a party reasonably believes that the above procedure may prejudice that party, the parties are free to pursue all other available remedies.

3.4 Jurisdiction and Venue. Oregon law governs this Agreement. The state and federal courts of Multnomah County, Oregon are the exclusive venues for resolution of disputes regarding the subject of this agreement and the parties' consent to the personal jurisdiction of those courts. The prevailing party in any dispute regarding the subject of this Agreement, including disputes in tort or with respect to bankruptcy, is entitled to recover reasonable legal fees and costs incurred with respect to such dispute and in any appeal.

Article 4: Termination or Suspension

4.1 This Agreement may be terminated by either party upon not less than thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

4.2 In the event of termination, Vida shall be compensated for services performed prior to termination together with the Reimbursable Expenses then due.

4.3 If the Owner fails to make payment when due Vida for services, goods (FF&E) and expenses, Vida may, upon seven (7) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by Vida within seven-business days' notice, the suspension shall take effect without further notice. In the event of a suspension of services, Vida shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

4.4 Upon termination, Owner remains fully responsible for all approved or ordered furniture, fixtures, equipment, and materials (FF&E), including deposits, vendor invoices, cancellation fees, freight, storage, and any non-cancelable or custom items, whether delivered or not. Title to and release of FF&E will occur only after Consultant receives full payment of all outstanding procurement and related service costs; Consultant may suspend procurement, delivery, or installation until paid. Consultant shall not be liable for vendor delays, price increases, cancellation penalties, or other third-party actions related to FF&E approved prior to termination.

Article 5: Limitations of Liability

5.1 The Owner and Vida agree that any and all liability, losses, claims for damage, costs of defense, or expenses to be levied against Vida on account of any injury or damage to person or property arising out of any design defects, strict liability, breach of contract, breach of warranty, professional errors and omissions, or negligence of Vida shall be limited to a sum not to exceed the amount of (a) $1,000,000 or (b) the total fees paid to Vida under this Agreement. Vida shall not be liable for consequential, incidental, or special damages, including loss of use, loss of profits, or loss of business.

Article 6: Payments

6.1 Payments on account of Vida's services and for Reimbursable Expenses shall be made monthly upon presentation of Vida's statement of services rendered or as otherwise provided in this Agreement.

6.2 Payments are due and payable thirty (30) days from the date of Vida's invoice. Amounts unpaid after forty-five (45) days after the invoice date shall bear an interest rate of five (5%) per month.

6.3 No deductions shall be made from Vida's compensation on account of penalty, liquidated damages or other sums withheld from the payments to contractors, or on account of the cost of changes in the work performed other than those for which Vida has been adjudged to be liable.

6.4 Owner shall pay all outstanding service fee and FF&E associated invoices in full prior to installation of FF&E purchased by Vida on behalf of the Owner.

6.5. Taxes (including but not limited to sales, retail, use, goods and services, corporate activity, harmonized, value added, excise and similar taxes, other than taxes in the nature of a tax on income or capital), where applicable, shall be paid by Owner in addition to the fees charged for Vida's services. Vida will pass all such taxes expenses through its invoicing to Owner and will remit such taxes when making purchases on behalf of Owner or otherwise pursuant to this Agreement.

ARTICLE 7: Furniture, Fixtures & Equipment (FF&E) Procurement

7.1 Procurement & Coordination Role

When Vida procures furniture, fixtures, equipment, and materials ("FF&E") on behalf of Owner, Vida shall coordinate purchasing, delivery, storage, and installation using third-party manufacturers, freight carriers, warehouses, and installers. Certain warehousing and installation services may be contracted by Vida for administrative efficiency.

Owner acknowledges that certain FF&E services are performed by independent third parties and that Vida does

not manufacture FF&E or perform transportation, warehousing, or installation with its own forces.

7.2 Standard of Care

Vida shall perform FF&E procurement and coordination services consistent with the professional standard of care ordinarily exercised by interior design firms providing similar services under similar circumstances.

7.3 Pricing, Availability & Substitutions

FF&E pricing, availability, lead times, and delivery dates are subject to change by third-party vendors due to market conditions, manufacturing constraints, or other factors beyond Vida's control. Owner acknowledges that price increases, substitutions, or schedule adjustments may occur after FF&E approval. Vida shall promptly notify Owner of material changes when known.

7.4 Damage, Loss & Delays

Vida shall not be responsible for loss, damage, or delay to FF&E caused by manufacturers, freight carriers, warehouses, installers, or other third parties, except to the extent caused by Vida's failure to exercise reasonable care in coordination or administration.

Vida will reasonably assist Owner in coordinating claims with applicable vendors, warehouses, carriers, or insurers; however, Vida does not guarantee outcomes of such claims.

7.5 Warranties & Defects

Vida makes no warranties, express or implied, regarding FF&E. All warranties, guarantees, and representations relating to FF&E are provided solely by manufacturers or vendors. Vida shall reasonably assist Owner in coordinating warranty claims but shall not be responsible for enforcement or resolution of such claims.

7.6 Warehousing & Installation

Warehousing and installation services are provided by independent third-party providers. Vida shall not be responsible for installation workmanship, means, methods, sequencing, or jobsite conditions, except to the extent caused by Vida's failure to reasonably coordinate such services. Owner acknowledges that warehousing providers are not guarantors of FF&E and are responsible only for loss or damage caused by their failure to exercise reasonable care.

7.7 Title & Risk of Loss

Title to FF&E shall transfer to Owner upon payment to the vendor unless otherwise stated in applicable vendor terms. Risk of loss shall transfer in accordance with vendor or warehouse terms. Vida does not provide insurance coverage for FF&E unless expressly stated in writing. Owner is responsible for maintaining appropriate insurance coverage for FF&E during storage and prior to installation.

7.8 Third-party Insurance

Vida requires that third-party warehouses and installation providers engaged by Vida maintain commercially reasonable insurance customary for the services performed, including coverage applicable to loss or damage to stored goods caused by such provider's negligence.

Owner acknowledges that such insurance is limited in scope, subject to policy limits and exclusions, and does not provide all risk coverage for FF&E. Vida does not provide insurance coverage for FF&E unless expressly stated in writing.

CERTIFICATE OF LIABILITY INSURANCE

DATE 3/ Item # 7.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Annette Kirk	
Leonard Adams Insurance, Inc. 9400 SW Beaverton Hillsdale Hwy, Suite 100 Portland OR 97225	PHONE (A/C, No, Ext): 503-922-4828	FAX (A/C, No): 503-296-0044
	E-MAIL ADDRESS: annettek@lacoinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty Ins Co of	19046
INSURER B : SAIF	36196
INSURER C : Charter Oak Fire Ins Co	-2561
INSURER D : Travelers Property and Casualty	
INSURER E :	
INSURER F :	

INSURED VIDADES-01
Vida Design LLC
107 SE Washington St #263
Portland OR 97214

COVERAGES **CERTIFICATE NUMBER:** 1370902041 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	P-630-1Y967169-COF-24	4/19/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BA-1Y965103-24-43-G	4/19/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	Y	Y	CUP-1Y978645-24-43	4/19/2025	4/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	769909	4/1/2025	4/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Services First Provided: 4/19/24	Y	Y	P-630-1Y967169-COF-24	4/19/2025	4/1/2026	Each Claim Aggregate Retention	1,000,000 2,000,000 $0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Edgewater Sandpoint, LLC (C13120
Domestic Limited Liability Company


Filing Actions


Request Information

Filing Number	C1312016
Entity Type	Domestic Limited Liability Company
Entity SubType	Limited Liability Company
Status	Active-Good Standing
Managed By	Member
Formed In	Montana
Expiration Date	12/31/2052
Principal Address	N/A
Mailing Address	PO BOX 275 BIGFORK, MT 59911
Registration Date	09/22/2022
AR Due Date	04/15/2027
Registered Agent	Noncommercial RA00002828 WILLIAM K VANCANAGAN 201 W MAIN ST STE 201 MISSOULA, MT 59802


View Filings


Manage User

Home

Validate a Permit

Validate a Permit

Permit Information — Results

Permit Number: 005833983

This is a valid Sales & Use Tax permit number for:
Legal Name: EDGEWATER SANDPOINT LLC

This page displays the legal and business (DBA) name associated with a permit
for a claimed exemption.

Read our Sales Tax page for more information.

RECEIVED
SEP 01 2026

ting

INVOICE

Address:
7700 S Wheeling Ct, Centennial, CO 80112
Phone: 1-855-856-6788
Email: AR@ting.com
FEIN: 47-3654298

Invoice #: INV-00038350
Invoice Date: 09/01/2026
Due Date: 10/01/2026

ENTERED
9.3

Bill To:
Averill Hospitality
1380 Wisconsin Ave
Whitefish, MT 59937
United States

Ship To:
Averill Hospitality
210 E Superior St
Sandpoint, ID 83864
United States

Purchase Order No. Monthly Billing	Customer ID: ENAverill Hospitalit	Terms: Net 30

Ordered	Item	Description	Unit Price	Extended Price
1	Ting Fiber Sls Access Enterpri	Ting Fiber Access Enterprise	$500.00	$500.00
1	Infrastructure Tax Passthrough	Infrastructure Tax Passthrough	$14.31	$14.31
			Subtotal	**$514.31**
			Sales Tax	**$0.00**
			Total	**$514.31**
			PAYMENTS/ CREDITS APPLIED	**$0.00**
			TOTAL DUE	**$514.31**

PAYMENT INSTRUCTIONS

To pay by **check** please issue to **Ting Fiber** and mail to:
Ting Fiber P.O. Box 532284 Atlanta, GA 30353-2284
Please reference your invoice number on all checks.

To pay by **ACH or Wire**:
Bank Name: BMO Harris Bank
Bank Account: 4250775
Bank Routing: 071000288
Bank Swift: HATRUS44

Overdue accounts are subject to a 1.5% late charge per month and suspension of services.

DATE
DOF
GM 09.03.26
BU 69615
INV AMT 514.31
A/C CODE 7082

RECEIVED
SEP 01 2026

Invoice

INV-062402

Balance Due
$500.00

Visual Matrix Property Management System
508 West Lookout Drive
Suite 14 #10150
Richardson Texas 75080
U.S.A

ENTERED
9.3

Bill To
B/W Edgewater Resort
56 BRIDGE STREET
Sandpoint
83864-1443 ID
USA

Invoice Date :	01 Sep 2026
Terms :	Autopay
Due Date :	01 Sep 2026

IMPORTANT BILLING UPDATE
We have moved to a new client billing portal. If you have not yet been transitioned or are unsure, please contact us immediately at Billing@visualmatrix.com to avoid interruption on 6/1/2026.

#	Item	Qty	Rate	Amount
1	VM Monthly Subscription	1.00	350.00	350.00
2	VM Subscription - Compliance	1.00	150.00	150.00
			Sub Total	500.00
			Total	**$500.00**
			Balance Due	**$500.00**

Notes
Thanks for your business.

Payment Options

Remittance Address:
Image Hotel Systems LLC
PO BOX 738762
DALLAS TX 75373-8762

DATE
DOF
GM MM 09.03.26
BU 69615
INV AMT 500.00
A/C CODE 6045

251040 012613 012613 1 1 0.000 0 0 0 0 0 ESTMT12613 1

Vyve broadband

(855) 577-VYVE | VyveBroadband.com

ACCOUNT NUMBER: **031-690127**

Billing Date: **09/03/26**

RECEIVED
SEP 03 2026
ENTERED
9-4

EDGEWATER SANDPOINT
For Service at:
56 BRIDGE ST
SANDPOINT ID 83864-1443

eero™ *does more* than just boost your signal.



Fast and easy setup with the eero™ mobile app.

Cover your whole home in fast wifi.

World-class encryption and security.

Parental controls, internet backup, and insights.

Discover everything that eero™ has to offer.
Call us today!

PREVIOUS ACTIVITY

Previous Balance	$3,133.33
Payments	$- 3,133.33
Balance Forward	**$0.00**

NEW ACTIVITY

Service	$2,981.82
Miscellaneous	$0.00
Taxes & Fees	$151.51
Total New Activity	**$3,133.33**

TOTAL AMOUNT AUTOMATIC DRAFT

$3,133.33

Please detach, enclose the section below with your payment and write your account number on your check.

251040 8013
251040 8013

DATE
DOF
GM 09.03.26
BU 69615
INV AMT 3133.33
A/C CODE 7081

Vyve broadband
509 5th Ave #B
Sandpoint, ID 83864
ADDRESS SERVICE REQUESTED

Account Number:	031-690127
Payment Due:	**Automatic Draft**
Total Due:	**$3,133.33**
Amount Enclosed:	**Do Not Pay**

012613

ESTMT 12613 T:
EDGEWATER SANDPOINT
56 BRIDGE ST
SANDPOINT ID 83864-1443

Vyve
PO Box 248940
Oklahoma City, OK 73124-8940

6901270 000000000313333 8

Vyve broadband

(855) 577-VYVE | VyveBroadband.com

ACCOUNT NUMBER: 031-690127

Billing Date: **09/03/26**

ACTIVITY DETAILS

Service Date: 9/01-9/30/26

Previous Balance		$3,133.33
ACH Auto Payment 9968	08/17/26	- 3,133.33
Balance Forward		**$0.00**

Business Video

Commercial DTA	09/01..09/30	$137.50
Local Broadcast Fee-COM	09/01..09/30	$639.52
Total Business Video		**$777.02**

Video

Copyright Fee	09/01..09/30	$4.80
Lodging - Bulk Expanded Basi	09/01..09/30	$2,200.00
Total Video		**$2,204.80**

Taxes and Fees

FCC Fee	09/01..09/30	$1.28
Franchise Fee		$141.98
Sales Tax		$8.25
Total Taxes and Fees		**$151.51**

TOTAL AMOUNT
AUTOMATIC DRAFT

$3,133.33

Video All In Price		Monthly
Current	09-03-2026	$2,844.32

ACCOUNT NOTES

Beginning in September, The Weather Channel will transition to its national HD feed as the network discontinues its standard-definition feed. National programming will continue, but localized forecasts and local alert inserts will no longer be available on this channel.

DO NOT PAY - You have an automatic payment scheduled to occur on or about September 15th.

There is a 2.5% (or lesser amount as required by law) card processing fee on all payments made with a card. Payments made by ACH will not be assessed this fee. Also, customers not enrolled in autopay will see a $5.00 charge per month on their bill, with the same charge applied if autopay is cancelled. To avoid this fee, enroll in autopay today.

Vyve green
Keep a Tree Alive with Vyve!
Enroll in Paperless Billing today.
Visit VyveBroadband.com/Green or call 855.FOR.VYVE

LOCAL OFFICE

509 N 5th Ave Suite B
Sandpoint, ID 83864
208-263-4070

Franchise Authority:
Office of the Secretary of State
PO Box 83720
Boise ID 83720-0080

031

Item # 7.

ziply fiber

EDGEWATER RESORT LLC

Your Monthly Invoice

ENTERED 9-4

Account Summary

New Charges Due Date	**9/25/26**
Billing Date	9/01/26
Previous Balance	166.64
Payments Received Thru 9/01/26 Thank you for your payment!	-166.64
Other Charges & Credits	.00
Balance Forward	.00
New Charges	178.28
TOTAL AMOUNT DUE	**$178.28**

ACCOUNT NUMBER	PIN NUMBER
208-263-3194-103122-5	5778

RECEIVED
SEP 03 2026

hi

Thank you for choosing Ziply Fiber

ziply fiber

Manage your account

Ways to pay

- Ziply Fiber app
- Setup autopay at: ziplyfiber.com/myaccount/login
- Pay by mail
- Online: ziplyfiber.com

Get in touch

- Chat: ziplyfiber.com
- Tech support: ziplyfiber.com/helpcenter
- Call: 1.866.947.5988
- For the hearing impaired TTY: 1.888.488.0054
- Español: 1.888.839.4759

Please ensure the Payment Center address shows through the return envelope window.

ziply fiber

P.O. Box 369, Atwood, CA 92811

----- manifest line --------

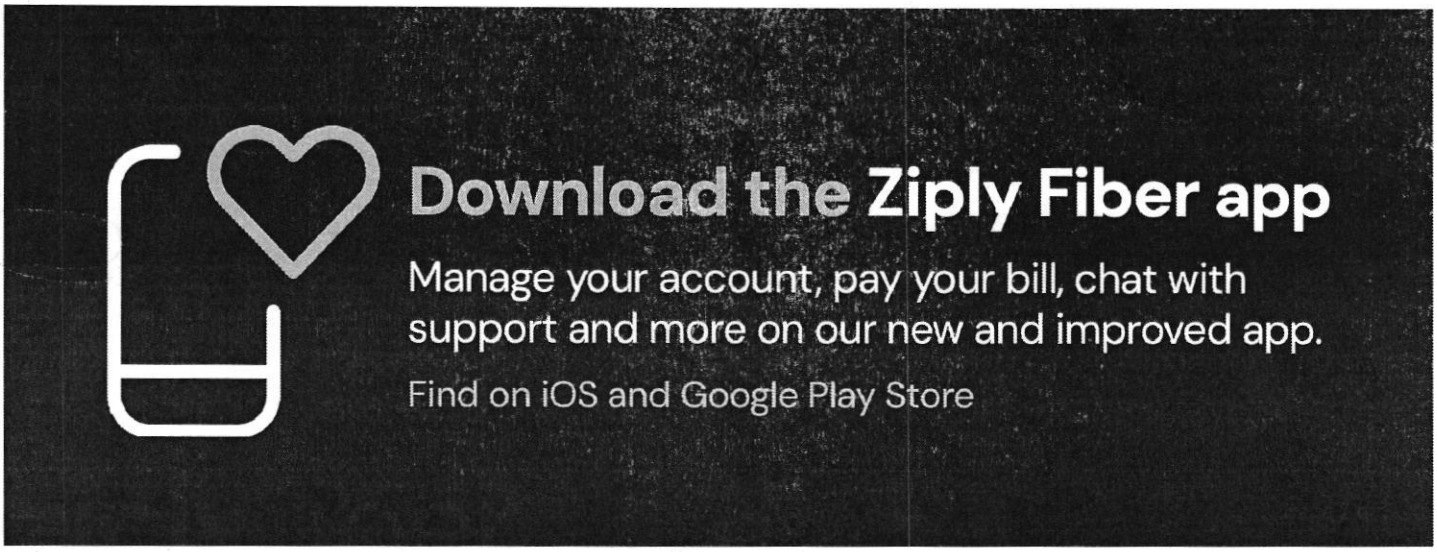
EDGEWATER RESORT LLC
56 BRIDGE ST
SANDPOINT, ID 83864-1443

DO NOT PAY - You are currently signed up for Auto Pay.
To view your Auto Pay, please login at www.ziplyfiber.com

DATE
DOF
GM 01.03.26
BU 69515
INV AMT 178.28
A/C CODE 4809

ziply fiber

EDGEWATER RESORT LLC



For billing and service questions, call 866-699-4759 (Residential) 8am - 7pm PST, Monday - Friday and 8am - 6pm PST, Saturday - Sunday, or 866-947-5988 (Business) 8am - 5pm PST, Monday - Friday. Or visit www.ziplyfiber.com.

PAYING YOUR BILL

Pay online, by phone, by mail or at any Authorized Payment Location. Paying by check authorizes Ziply Fiber to make a one-time electronic funds transfer from your account, as early as the day your check is received. Visit Ziplyfiber.com to set up recurring electronic payments to streamline bill payment.

LATE PAYMENTS, RETURNED CHECK FEES and PAST DUE BALANCES

You are responsible for all legitimate, undisputed charges on your bill. If you pay your bill after the due date, you may be charged a fee, your service may be interrupted and you may have to pay a reconnection charge to restore service. A fee may be charged for a check that is returned by the bank for any reason. Continued nonpayment of undisputed charges (incl. 900 and long distance charges) may result in collection action and a referral to credit reporting agencies, which may affect your credit rating. When making an online payment, please allow time for the transfer of funds. If the funds are not received by Ziply Fiber by the due date, a fee may be assessed.

IMPORTANT CONSUMER MESSAGES

You must pay all basic local service charges to avoid basic local service disconnection. Failure to pay other charges will not cause disconnection of your basic service but this may cause other services to be terminated. Ziply Fiber Bundles may include charges for both basic and other services. Ziply Fiber periodically audits its bills to ensure accuracy which may result in a retroactive or future billing adjustment.

SERVICE TERMS

Visit Ziplyfiber.com/terms, Ziplyfiber.com/tariffs or call Customer Service for information on applicable tariffs, price lists andother important Terms, Conditions and Policies ("Terms") related to your Ziply Fiber services-voice, internet and/or video- including limitations of liability, and early termination fees and the effective date of and billing for the termination of service(s). Ziply Fiber's Terms, include a binding arbitration provision to resolve customer disputes (Ziplyfiber.com/terms/arbitration). Subscribers to Ziply Fiber's TV and Internet services are billed one full month in advance. If you cancel your TV and/or Internet service subscription, termination of your service subscription(s) and any early termination fees will be effective on the last day of your Ziply Fiber billing cycle. No partial month credits or refunds will be provided for previously billed service subscriptions. We encourage you to review the Terms as they contain important information about your rights and obligations, and ours. By using or paying for Ziply Fiber services, you are agreeing to these Terms and that disputes will be resolved by individual arbitration.

Hard of Hearing, Deaf, Blind, Vision and/or Mobility Impaired customers may call 1-888-488-0054 to reach a consultant trained to support their communication needs.

ziply fiber

EDGEWATER RESORT LLC

Date of Bill 9/01/26

Account Number 208-263-3194-103122-5

SUMMARY OF CHARGES BY ACCOUNT

208/263-3194.0	178.28	
TOTAL		**$178.28**
Payment From 208/263-3194 on 8/24/26		-166.64
Total payment received by 9/01/26		-166.64

CURRENT BILLING SUMMARY

Local Service from 09/01/26 to 09/30/26

Qty	Description	208/263-3194.0	Charge
Basic Charges			
	OneVoice Nationwide		91.99
	Business Line-Community Plus Calling Pla		
	OneVoice Features		
	OneVoice Nationwide		
	Acc Rec Chrg Multi-Ln Bus		3.00
	Multi-Line Federal Subscriber Line Charge - Bus		9.20
	Federal Excise Tax		.37
	Federal USF Recovery Charge		4.73
	Long Distance - Federal USF Surcharge		9.31
	ID Universal Service Fund Fee-Toll		.41
	Bonner 911 Surcharge		1.25
Total Basic Charges			**120.26**
Non Basic Charges			
4	Voice Grade Special Access Line		27.60
	Other Charges-Detailed Below		12.31
	Federal Excise Tax		1.20
	Long Distance - Federal USF Surcharge		1.67
Total Non Basic Charges			**42.78**
Toll/Other			
	Bus TF Up To 4		4.99
	Other Charges-Detailed Below		5.99
	Long Distance - Federal USF Surcharge		4.26
Total Toll/Other			**15.24**
	TOTAL		**178.28**

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Roadwork Recovery Fee	AUTOCH	9/01	8.00
1	Federal Primary Carrier Multi Line Charge	AUTOCH	9/01	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	9/01	5.99
	208/263-3194		**Subtotal**	**18.30**
			Subtotal	**18.30**

ziply fiber

EDGEWATER RESORT LLC

Your Monthly Invoice

ENTERED 9-4

Account Summary

New Charges Due Date	**9/25/26**
Billing Date	9/01/26
Previous Balance	884.42
Payments Received Thru 8/24/26 Thank you for your payment!	-884.42
Other Charges & Credits	.00
Balance Forward	.00
New Charges	919.61
TOTAL AMOUNT DUE	**$919.61**

ACCOUNT NUMBER	PIN NUMBER
208-255-1986-103122-5	9235

RECEIVED
SEP 03 2026

hi

Thank you for choosing Ziply Fiber

ziply fiber

Manage your account

Ways to pay

- Ziply Fiber app
- Setup autopay at: ziplyfiber.com/myaccount/login
- Pay by mail
- Online: ziplyfiber.com

Get in touch

- Chat: ziplyfiber.com
- Tech support: ziplyfiber.com/helpcenter
- Call: 1.866.947.5988
- For the hearing impaired TTY: 1.888.488.0054
- Español: 1.888.839.4759

Please ensure the Payment Center address shows through the return envelope window.

ziply fiber

P.O. Box 369, Atwood, CA 92811

----- manifest line --------

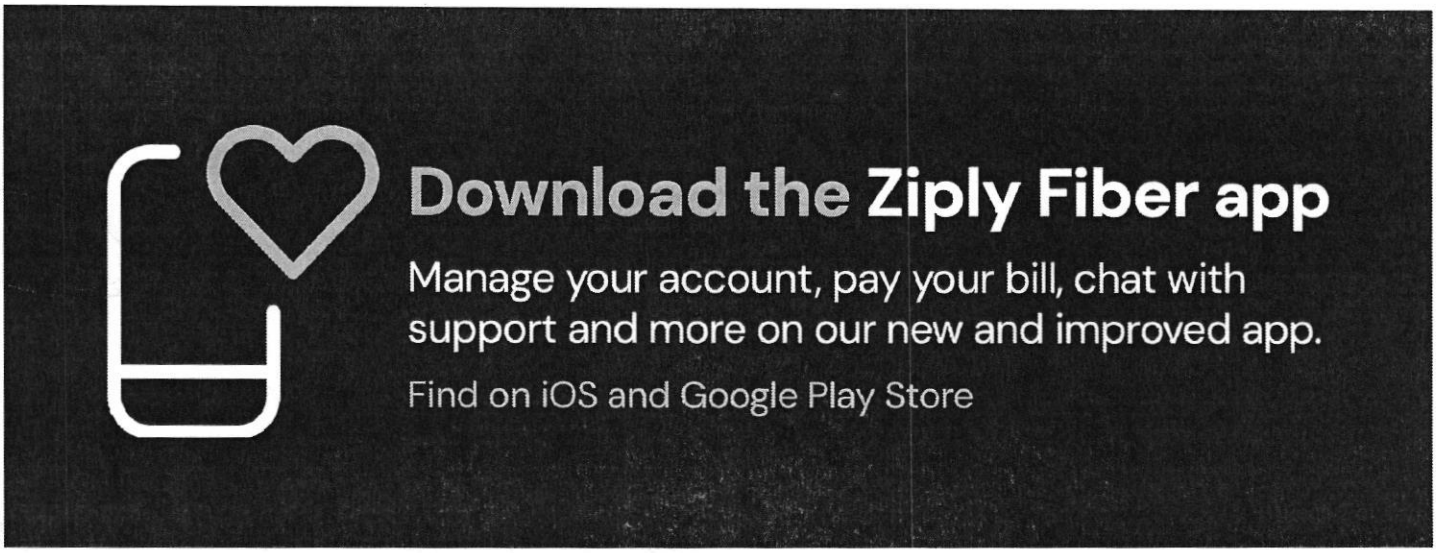
EDGEWATER RESORT LLC
56 BRIDGE ST
SANDPOINT, ID 83864-1443

DO NOT PAY - You are currently signed up for Auto Pay.
To view your Auto Pay, please login at www.ziplyfiber.com

DATE
DOF
GM 09.03.26
BU 69615
INV AMT 919.61
A/C CODE 4809

ziply fiber

EDGEWATER RESORT LLC



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PAYING YOUR BILL

Pay online, by phone, by mail or at any Authorized Payment Location. Paying by check authorizes Ziply Fiber to make a one-time electronic funds transfer from your account, as early as the day your check is received. Visit Ziplyfiber.com to set up recurring electronic payments to streamline bill payment.

LATE PAYMENTS, RETURNED CHECK FEES and PAST DUE BALANCES

You are responsible for all legitimate, undisputed charges on your bill. If you pay your bill after the due date, you may be charged a fee, your service may be interrupted and you may have to pay a reconnection charge to restore service. A fee may be charged for a check that is returned by the bank for any reason. Continued nonpayment of undisputed charges (incl. 900 and long distance charges) may result in collection action and a referral to credit reporting agencies, which may affect your credit rating. When making an online payment, please allow time for the transfer of funds. If the funds are not received by Ziply Fiber by the due date, a fee may be assessed.

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ziply fiber

EDGEWATER RESORT LLC

Page

Date of Bill 9/01/26

Account Number 208-255-1986-103122-5

CURRENT BILLING SUMMARY

Local Service from 09/01/26 to 09/30/26

Qty	Description	208/255-1986.0	Charge
Basic Charges			
5	OneVoice Local		339.95
	5 Business Line-Community Plus Calling Pla		
	5 OneVoice Features		
2	OneVoice Nationwide		183.98
	2 Business Line-Community Plus Calling Pla		
	2 OneVoice Features		
	2 OneVoice Nationwide		
7	Acc Rec Chrg Multi-Ln Bus		21.00
7	Multi-Line Federal Subscriber Line Charge - Bus		64.40
	Federal Excise Tax		2.59
	Federal USF Recovery Charge		33.11
	Long Distance - Federal USF Surcharge		18.62
7	ID Universal Service Fund Fee-Toll		2.87
7	Bonner 911 Surcharge		8.75
Total Basic Charges			**675.27**
Non Basic Charges			
	Broadband Ultimate Dynamic Plus		176.99
	Broadband Ultimate Plus Dynamic Loop		
	Broadband Ultimate Plus Dynamic Port		
	Non-Published Listing		7.00
	Line Hunt Service		1.00
	Other Charges-Detailed Below		38.17
	Federal Excise Tax		1.18
	Long Distance - Federal USF Surcharge		11.69
Total Non Basic Charges			**236.03**
Toll/Other			
	Other Charges-Detailed Below		5.99
	Long Distance - Federal USF Surcharge		2.32
Total Toll/Other			**8.31**
		TOTAL	**919.61**

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Roadwork Recovery Fee	AUTOCH	9/01	8.00
1	Federal Primary Carrier Multi Line Charge	AUTOCH	9/01	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	9/01	5.99
	208/255-1986		**Subtotal**	**18.30**
1	Federal Primary Carrier Multi Line Charge	AUTOCH	9/01	4.31
	208/255-4324		**Subtotal**	**4.31**
1	Federal Primary Carrier Multi Line Charge	AUTOCH	9/01	4.31
	208/263-0938		**Subtotal**	**4.31**
1	Federal Primary Carrier Multi Line Charge	AUTOCH	9/01	4.31
	208/263-3195		**Subtotal**	**4.31**
1	Federal Primary Carrier Multi Line Charge	AUTOCH	9/01	4.31
	208/263-3196		**Subtotal**	**4.31**
1	Federal Primary Carrier Multi Line Charge	AUTOCH	9/01	4.31
	208/263-5610		**Subtotal**	**4.31**
1	Federal Primary Carrier Multi Line Charge	AUTOCH	9/01	4.31
	208/263-8933		**Subtotal**	**4.31**
			Subtotal	**44.16**

CUSTOMER TALK

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $735.62 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Road Recovery Fee price update -- On your previous bill statement we notified you that the price of the Road Recovery fee increased by $3 a month. You will see that change reflected on this billing statement. As a copper services customer this fee provides funding for road construction needed for copper wiring maintenance.

Business Phone Line Price Update - Last month we notified you that the rate on your business phone line will increase by $3.00 per month. This increase is reflected on your bill statement this month. Your area may be eligible for Business Voice, a phone solution that uses fast fiber technology. Questions? Call us at 1-866-ZIPLY88.

Long Distance Package Price Update - Last month we notified you that the rate for the long distance package attached to your business phone service would increase by $4.00 per month. This increase is reflected on your bill statement this month. Your area may be eligible for Business Voice, a phone solution that uses fast, fiber technology. Questions? Call us at 1-866-ZIPLY88.

ziply fiber

EDGEWATER RESORT LLC

Date of Bill 9/01/26

Account Number 208-255-1986-103122-5

CIRCUIT ID DETAIL

13/ACGN/020352/ /VADI

PLANNING AND ZONING COMMISSION MEETING MINUTES

August 18, 2026 at 5:30 PM

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

Call to Order, Roll Call and Pledge of Allegiance

Vice Chairman Wayne Benner called the regular meeting of the Sandpoint Planning and Zoning Commission to order at 5:30 p.m. on Tuesday, August 18, 2026, in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

PRESENT
Commissioner Wayne Benner, Vice Chair
Commissioner Grant Simmons
Commissioner Scott Torpie
Commissioner Reid Weber
Commissioner William Mitchell

ABSENT
Commissioner Mose Dunkel, Chair
Commissioner Ivan Rimar

Vice Chairman Benner led all present in the Pledge of Allegiance.

There were no other general announcements or reports from the Commissioners.

Consent Calendar

There were no questions regarding the Consent Calendar, and it was approved as presented by a unanimous vote of the Commissioners present.

Motion made by Commissioner Simmons, Seconded by Commissioner Weber.
Voting Yea: Commissioner Benner, Commissioner Simmons, Commissioner Torpie, Commissioner Weber, Commissioner Mitchell

1. Approval of the Minutes from the Commission's July 7, 2026, Meeting
2. Approval of the Minutes from the Commission's August 4, 2026, Meeting

Matters from the Public - General Comments

Vice Chairman Benner recited the rules and procedure for general public comment, followed by an opportunity for comments from the public regarding items on the agenda not related to a public hearing and other topics relevant to the business of the City of Sandpoint. Information only; no Commission action.

Public Hearing

3. Public Hearing: Amending Title 9, Chapters 1 and 3

   Vice Chairman Benner announced that the next item on the agenda was a public hearing and recommendation to amend Sandpoint City Code Title 9, Chapters 1 and 3, pertaining to Data Centers.

Deputy Community Planning and Development Director Bill Dean provided a presentation and fielded questions from the Commissioners.

Following the presentation, Vice Chairman Benner recited instructions for the public hearing, reminding all in attendance of the City's rules of civility and meeting decorum and providing for up to three (3) minutes of testimony from each speaker, with the option for those in the room to donate their time to another speaker in the room, for a total of up to six (6) minutes for a speaker who received gifted time.

Vice Chairman Benner then **opened the public hearing**.

There were four public testimonies.

With confirmation that all who wished to speak had the opportunity to do so, Vice Chairman Benner **closed the public hearing**.

Following closure of the public hearing, the Commissioners deliberated and asked questions of City staff.

Commissioner Simmons then made a motion to deny the proposed ordinance as requested by City Council. Commissioner Torpie seconded the motion, and the motion passed as follows:

Motion made by Commissioner Simmons, Seconded by Commissioner Torpie.
Voting Yea: Commissioner Benner, Commissioner Simmons, Commissioner Torpie, Commissioner Weber, Commissioner Mitchell

4. Public Hearing: PAPL26-0001 56 Bridge St.

Vice Chairman Benner announced that the next item on the agenda was an appeal to the Commission for a sign violation at 56 Bridge Street and recited the order and procedure for the public hearing. He then stated for the records that any written comments received were included in the meeting packet, or City staff had otherwise forwarded written comments to the Commission, if received in time to do so.

All Commissioners present confirmed no ex parte contact and no conflict of interest as pertained to this matter.

Deputy Community Planning and Development Director Bill Dean provided a presentation and fielded questions from the Commissioners.

Ben McGrann, Project Manager representing Averill Hospitality, provided a presentation in support of his client's appeal and fielded questions from the Commissioners.

Following the appellant's presentation and Commissioner questions, Vice Chairman Benner recited instructions for the public hearing, reminding all in attendance of the City's rules of civility and meeting decorum and providing for up to three (3) minutes of testimony from each speaker, with the option for those in the room to donate their time to another speaker, for a total of up to six (6) minutes for a speaker who received gifted time.

The Vice Chairman then **opened the public hearing**.

There were no public testimonies.

With confirmation that all who wished to speak had the opportunity to do so, Vice Chairman Benner **closed the public hearing**.

Following the closure of the public hearing, the Commissioners deliberated and asked questions of City staff.

Commissioner Weber then made a motion to deny the appeal, PAPL26-0001, regarding the sign violation at 56 Bridge Street. Commissioner Torpie seconded the motion, with the Commissioners present voting as follows:

Motion made by Commissioner Weber, Seconded by Commissioner Torpie.
Voting Yea: Commissioner Benner, Commissioner Simmons, Commissioner Torpie, Commissioner Weber, Commissioner Mitchell

Old/Unfinished Business

New Business

Matters from City Staff

Mr. Dean provided an update regarding the Commercial A Zoning and Historic Preservation code changes, and announced that the Community Planning and Development Department has made a job offer to a new Assistant Planner. Information only; no Commission action.

Matters from the Commission / Commissioners Roundtable

There were no topics for discussion during the Commissioners Roundtable.

Adjourn

With no further business before the Commission, the meeting was adjourned at 7:17 p.m.

I presided over this meeting and can confirm that the foregoing minutes, prepared by the Board Clerk, were approved by the Commission during their meeting held September 1, 2026.

Wayne Benner, Vice Chair

Attest: Hayley Keys, Deputy City Clerk